CITY OF SAN LEANDRO
STATE OF CALIFORNIA

# CONTRACT BOOK

Proposal
Notice to Bidders
Agreement
Special Provisions

FOR

# HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS

FOR USE WITH:

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2006 EDITION AND 2008 SUPPLEMENT THERETO, AMERICAN PUBLIC WORKS ASSOCIATION, SOUTHERN CALIFORNIA CHAPTER; AND SECTIONS 82, 84, 85, AND 86 OF THE 2010 EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS; THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS GENERAL PREVAILING WAGE RATES; AND THE STATE DEPARTMENT OF TRANSPORTATION LABOR SURCHARGE AND EQUIPMENT RENTAL RATES.

## PROJECT NO. 12-150-38–325
## FEDERAL AID NO. CPUC001D-17-50/DOT 749745L
## BID NO. 12-13.011

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

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

PROJECT ENGINEER: **NICOLE NORONHA CASTELINO, P.E.**

Kenneth Joseph, P.E., City Engineer
R.C.E. 34870 Expires 9/30/15

REGISTERED PROFESSIONAL ENGINEER
KENNETH C. JOSEPH
No. 34870
Exp. 9-30-15
CIVIL
STATE OF CALIFORNIA

**BID OPENING:**

**3:00 P.M. WEDNESDAY, JUNE 11, 2014**

# Table of Contents

**PROPOSAL FORMS** ..... **3**
**PROJECT LOCATION MAP** ..... **30**
**NOTICE TO BIDDERS** ..... **31**
**AGREEMENT** ..... **36**
**SPECIAL PROVISIONS** ..... **55**
**PART 1 GENERAL PROVISIONS** ..... **55**
**SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS** ..... **55**
**SECTION 2 SCOPE AND CONTROL OF THE WORK** ..... **57**
**SECTION 3 CHANGES IN WORK** ..... **79**
**SECTION 4 CONTROL OF MATERIALS** ..... **85**
**SECTION 5 UTILITIES** ..... **87**
**SECTION 6 PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK** ..... **90**
**SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR** ..... **99**
**SECTION 8 FACILITIES FOR AGENCY PERSONNEL** ..... **126**
**SECTION 9 MEASUREMENT AND PAYMENT** ..... **127**
**SECTION 10 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS** ..... **130**
**PART 2 CONSTRUCTION MATERIALS** ..... **156**
**PART 3 CONSTRUCTION METHODS** ..... **174**
**ATTACHMENT A FEDERAL WAGE RATES**
**ATTACHMENT B CALIFORNIA PREVAILING WAGE RATES**
**ATTACHMENT C PROJECT APPROVALS ISSUED BY OUTSIDE AGENCIES**

# PROPOSAL FORM TO THE CITY OF SAN LEANDRO
## Proposal Requirements

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

   Proposal To The City Of San Leandro
   Contract Price Schedule
   List Of Subcontractors
   Addenda Acknowledgment And Information
   Principal Persons With Interest In Proposal
   Experience And Financial Responsibility
   Eligibility Contract Statement
   Bidder Questionnaire
   National Labor Relations Board Statement
   Non-Collusion Affidavit
   Debarment And Suspension Certification
   Business License Application
   Bid Bond
   Public Contract Code Chapter 2.7 Iran Contracting Act of 2010

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

2. The form of Bidder's Bond to be used in included with the proposal form. The bidder's bond shall be at least 10% of the bid amount. As an alternative to the Bidder's Bond, cash, cashier's check, or certified check payable to the City and in an amount equal to at least 10% of the bid amount may be used.

3. A statement of Experience and Financial Responsibility shall accompany the proposal. A form for this statement can be found as part of the Proposal to the City of San Leandro, which follows these proposal requirements.

4. If bidder is:

   A. An individual doing business in his or her own name; sign name only.

   B. An individual using a firm name; sign name as an individual D.B.A. (doing business as). For example: "John Doe, an individual doing business as XYZ Company".

   C. A co-partnership; sign name with title as in this example: "XYZ Co., by John Doe, Copartner." Also, provide the names of all individuals.

PROPOSAL FORMS

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

## HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS
## PROJECT NO. 12-150-38-325

PROPOSAL FORMS

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 2010 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 "HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS"," consisting of six 6) sheets. Plans were approved by the **City Engineer on May 14, 2014.**

The work to be done consists of installing pedestrian safety equipment including accessible sidewalks, ramps, walkways and APS push button devices adjacent to a high traffic intersection and railroad crossing,**;** and doing all appurtenant work in place and ready for use, all as shown on the plans and

described in the specifications with the title indicated in the above paragraph, and on file in the office of the Engineer**.** Reference to said plans and specifications is hereby made for further particulars.

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

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

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

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

The successful bidder must submit a signed agreement, all required bonds, and proof of insurance within 10 days, not including Saturdays, Sundays, and legal holidays after the bidder has received the contract for execution. 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 executed contract documents shall be delivered to the City of San Leandro, 835 East 14th Street, San Leandro, CA 94577.

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. | Install curb and gutter per drawing 100 case 3101 including 2' tie in paving | 200 | LF | _____ _____ | | |
| 2. | Install sidewalk per drawing 100 case 3101 | 2,000 | SF | _____ _____ | | |
| 3. | Install wheelchair ramp per drawing 106A and B case 3101 including truncated domes | 750 | SF | _____ _____ | | |
| 4. | Traffic Control per Section 7-10.3 | 1 | LS | _____ _____ | | |
| 5. | Furnish and Install Sign W110-11A mounted to (E) Street Light Pole | 1 | EA | _____ _____ | | |
| 6. | Install Cast In Place domes per drawing 106c and 106D case 3101 | 12 | EA | _____ _____ | | |
| 7. | Install Vertical Curb per drawing 100 case 3101 including 2' tie in paving | 80 | EA | _____ _____ | | |
| 8. | Install 4' Pedestrian Push Button Pole and Foundation per Drawing 500A and 500B Case 3101 | 2 | EA | _____ _____ | | |
| 9. | Install 3" Conduit per Section Section 306 | 50 | LF | _____ _____ | | |
| 10. | Install City Provided APS System and Push Buttons per Section 307-4.10 | 1 | LS | _____ _____ | | |
| 11. | Furnish and Install Signal Head mounting Bracket per Section 307-4.6 | 7 | EA | _____ _____ | | |
| 12. | Install Stamped Colored Concrete per Section 303-6 | 50 | SF | _____ _____ | | |
| 13. | Install Driveway per drawing 102 case 3101 | 200 | SF | _____ _____ | | |
| 14. | Striping per Section 310 | 1 | LS | _____ _____ | | |

PROPOSAL FORMS

| 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) |
|---|---|---|---|---|---|---|
| 15. | Furnish and Install AC pavement at RR panels per Section 302-5 | 60 | TON | _____ _____ | | |
| 16. | Remove and Salvage Pole Mounted Head per 307-4.6 | 8 | EA | _____ _____ | | |
| 17. | Furnish and Install Pedestrian Head per 307-4.6 | 4 | EA | _____ _____ | | |
| 18. | Furnish and Install Pullbox – No.5 per 307-2.4 | 2 | EA | _____ _____ | | |
| 19. | Furnish and Install Conductors/DLC Cable per 307-2.6 | 1730 | LF | _____ _____ | | |
| 20. | Furnish and Install Vehicle Head - 12" Sections with Backplate per 307-4.6 | 6 | EA | _____ _____ | | |
| 21. | Remove (E) Pedestrian Push Button from Pole to Remain per Section 307-1.5 | 3 | EA | _____ _____ | | |
| 22. | Remove 4' Pedestrian Push Button Pole and Push Button | 2 | EA | _____ _____ | | |
| 23. | Furnish and Install 1B Pole per Drawing 500A and 500B Case 3101 | 1 | EA | _____ _____ | | |
| 24. | Fog Seal per Section 302-12 | 1 | LS | _____ _____ | | |
| 25. | Furnish and Install Pedestrian Barricade per Caltrans detail ES-7Q Type 1 | 2 | EA | _____ _____ | | |
| 26. | Furnish and Install Street Light Pole – 15TS and LED Street Light per Drawing 500A and 500B Case 3101 | 1 | EA | _____ _____ | | |

**TOTAL BID:** _____
(In Words)

**TOTAL BID:** _____
(In Figures)

PROPOSAL FORMS

**UNITS OF MEASURE:**

| Abbreviation | Word or Words |
|---|---|
| LF | Linear Feet |
| SF | Square Feet |
| SY | Square Yards |
| CY | Cubic Yards |
| TN | Tons (2,000 lbs./907.2 kgs.) |
| LS | Lump Sum |
| EA | Each |
| MO | Months |

**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

## *BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I*

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

| **Firm Name/ Address/ City, State, ZIP** | **Phone/ Fax** | **Annual Gross Receipts** | **Description of Portion of Work to be Performed** | **Local Agency Use Only (Certified DBE?)** |
|---|---|---|---|---|
| *Name* | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |
| *Name* | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |
| *Name* | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |
| *Name* | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |

**Distribution:** 1) Original - Local Agency File

PROPOSAL FORMS

## *BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II*

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

**Distribution:** 1) Original - Local Agency File

| Firm Name/ Address/ City, State, ZIP | Phone/ Fax | Annual Gross Receipts | Description of Portion of Work to be Performed | Local Agency Use Only (Certified DBE?) |
|---|---|---|---|---|
| **Name** | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| **Address** | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| **City State ZIP** | | ☐ > $15 million | | Age of Firm (Yrs.) |
| | | | | |
| **Name** | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| **Address** | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| **City State ZIP** | | ☐ > $15 million | | Age of Firm (Yrs.) |
| | | | | |
| **Name** | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| **Address** | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| **City State ZIP** | | ☐ > $15 million | | Age of Firm (Yrs.) |
| | | | | |
| **Name** | *Phone* | ☐ < $1 million | | ☐YES |
| | | ☐ < $5 million | | ☐NO |
| **Address** | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| **City State ZIP** | | ☐ > $15 million | | Age of Firm (Yrs.) |
| | | | | |

PROPOSAL FORM

## 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

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The bidder_____, proposed subcontractor_____, hereby certifies that he has___, has not___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PROPOSAL FORMS

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has____, has not____been convicted within the preceding years of any offenses referred to in that section. These offenses include any charge 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, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**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.

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, 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:

_____

_____

## PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, 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.

**Note**: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

**Iran Contracting Act of 2010**

**Public Contract Code Chapter 2.7**

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

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

**NON-LOBBYING CERTIFICATION**
**FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, ban, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any persona for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made of entered into. Submission of this certification is a prerequisite of making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persona who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

PROPOSAL FORMS

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C. 1352

| | | |
|---|---|---|
| 1. Type of Federal Action:<br>☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | 2. Status of Federal Action:<br>☐ a. bid/offer/application<br>b. initial award<br>c. post-award | 3. Report Type:<br>☐ a. initial<br>b. material change<br><br>For Material Change Only:<br>year_____quarter_____<br>date of last report_____ |
| 4. Name and Address of Reporting Entity:<br>☐ Prime ☐ Subawardee, if known | | 5. If Reporting Entity in No. 4 is Subawardee:<br><br>Congressional District, if known: |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description:<br><br>CFDA Number, if applicable_____ |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known:<br><br>$ |
| 10. a. Name and Address of Lobbying Entity<br>(if individual, last name, first name, MI): | | b. Individuals Performing Services ( including address if different from No. 10a) (if individual, last name, first name, MI): |
| 11. Amount of Payment (check all that apply):<br><br>$_____ ☐ Actual ☐ Planned | | 13. Type of Payment (check all that apply):<br>☐ a. retainer<br>☐ b. one-time fee<br>☐ c. commission<br>☐ d. contingent fee<br>☐ e. deferred<br>☐ f. other, specify:_____ |
| 12. Form of payment (check all that apply):<br><br>☐ a. cash<br>☐ b. in-kind; specify: Nature_____<br>Value_____ | | |
| 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated in Item 11:<br><br>(attach Continuation Sheet(s) if necessary) | | |
| 15. Continuation Sheet(s) attached: ☐ Yes ☐ No | | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | | Signature:_____<br><br>Print Name:_____<br><br>Title:_____<br><br>Telephone No._____Date:_____ |
| Federal Use Only: | | Standard Form LLL Rev. 06-04-90 |

PROPOSAL FORMS

**INSTRUCTIONS FOR COMPLETION OF SF-LLL**
**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if know. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks “Subawardee” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, Untied States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001”.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

PROPOSAL FORMS

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management on Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PROPOSAL FORMS

Accompanying this proposal is _____

*(Notice: Insert the words "Cash($_____)", "Cashier's Check", "Certified Check", or "Bidder's Bond" as the case may be.)*

in the amount equal to at least ten percent of the total of the bid.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this Proposal I further certify, under penalty of the perjury under the laws of the State of California, and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 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: (  ) _____

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) _____

**Bus. Start Date** _____

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

☐ **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

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

# BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated _____, for **Hesperian/Springlake Railroad Crossing Improvements, Project No. 12-150-38-325.**

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.

PROPOSAL FORMS

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**

PROPOSAL FORMS

**END OF**

**PROPOSAL TO THE CITY OF SAN LEANDRO**

PROPOSAL FORMS

# PROJECT LOCATION MAP

HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMROVEMENTS

CITY OF SAN LEANDRO

STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

# NOTICE TO BIDDERS

FOR

**HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS**
**PROJECT NO. 12-150-38-325**
**BID NO. 12-13.011**

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 the conditions named herein and in the specifications for **HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS, PROJECT NO. 12-150-38-325** 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 **June 11, 2014** 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 installing pedestrian safety equipment including accessible sidewalks, ramps, walkways and APS push button devices adjacent to a high traffic intersection and railroad crossing , 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. This project has a goal of 9.3 percent disadvantaged business enterprise (DBE) participation. Information to be submitted no later than five (5) days from bid opening.

5. The City of San Leandro hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. This project is subject to the "Buy America" provisions of the surface transportation assistance act of 1982 as amended by the intermodal surface transportation efficiency act of 1991.

7. SAN LEANDRO BUSINESS PREFERENCE AND PARTICIPATION GOALS The bid preparation and work performed under this contract is NOT SUBJECT to Section 1-6-225 of Article 2 of Chapter 1-6 of the San Leandro Municipal Code regarding Local Business Preference during bidding and Local Business Participation.

8. CONTRACTOR'S LICENSE: A Class A Contractor's License is required for this work. No bid will be awarded to a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.

9. 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.

10. 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.

11. 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.

12. FEDERAL MINIMUM WAGE RATES. Attention is directed to the Federal Minimum Wages included in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

13. 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.

14. 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.

15. 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.

16. 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.

17. RELIEF OF BIDDERS: As stated in Public Contract Code Sections 5100 to 5108, inclusive concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the **City Clerk,** written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

18. 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.

19. 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.

20. 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.

21. 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.

22. PRE-BID CONFERENCE: A pre-bid conference will be held on **May 28, 2014**, at **10:30 A.M.** at **Sister Cities Gallery, 835 East 14th Street, San Leandro, CA 94577** A bidder who fails to attend a pre-bid conference will be held responsible for any information that could have been reasonably deduced from said attendance. Attendance is strongly encouraged.

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

23. VALUE OF WORK: The Engineer has estimated that the value of work is between $100,000 and $250,000.

24. 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.

25. 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.

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

27. The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

28. 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, 835 East 14th Street, San Leandro, 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: May 13, 2014

Marian Handa
City Clerk

**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 installing pedestrian safety equipment including accessible sidewalks, ramps, walkways and APS push button devices adjacent to a high traffic intersection and railroad crossing, and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled **HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS, PROJECT NO. 12-150-38-325** 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 Pio Roda, City Attorney

_____
David Baum, Finance Director

Account No.(s) 150-38-325-5240

## 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. | Install curb and gutter per drawing 100 case 3101 including 2' tie in paving | 200 | LF | _____ _____ | | |
| 2. | Install sidewalk per drawing 100 case 3101 | 2,000 | SF | _____ _____ | | |
| 3. | Install wheelchair ramp per drawing 106A and B case 3101 including truncated domes | 750 | SF | _____ _____ | | |
| 4. | Traffic Control per Section 7-10.3 | 1 | LS | _____ _____ | | |
| 5. | Furnish and Install Sign W110-11A mounted to (E) Street Light Pole | 1 | EA | _____ _____ | | |
| 6. | Install Cast In Place domes per drawing 106c and 106D case 3101 | 12 | EA | _____ _____ | | |
| 7. | Install Vertical Curb per drawing 100 case 3101 including 2' tie in paving | 80 | EA | _____ _____ | | |
| 8. | Install 4' Pedestrian Push Button Pole and Foundation per Drawing 500A and 500B Case 3101 | 2 | EA | _____ _____ | | |
| 9. | Install 3" Conduit per Section Section 306 | 50 | LF | _____ _____ | | |
| 10. | Install City Provided APS System and Push Buttons per Section 307-4.10 | 1 | LS | _____ _____ | | |
| 11. | Furnish and Install Signal Head mounting Bracket per Section 307-4.6 | 7 | EA | _____ _____ | | |
| 12. | Install Stamped Colored Concrete per Section 303-6 | 50 | SF | _____ _____ | | |
| 13. | Install Driveway per drawing 102 case 3101 | 200 | SF | _____ _____ | | |
| 14. | Striping per Section 310 | 1 | LS | _____ _____ | | |

| 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) |
|---|---|---|---|---|---|---|
| 15. | Furnish and Install AC pavement at RR panels per Section 302-5 | 60 | TON | _____ _____ | | |
| 16. | Remove and Salvage Pole Mounted Head per 307-4.6 | 8 | EA | _____ _____ | | |
| 17. | Furnish and Install Pedestrian Head per 307-4.6 | 4 | EA | _____ _____ | | |
| 18. | Furnish and Install Pullbox – No.5 per 307-2.4 | 2 | EA | _____ _____ | | |
| 19. | Furnish and Install Conductors/DLC Cable per 307-2.6 | 1730 | LF | _____ _____ | | |
| 20. | Furnish and Install Vehicle Head - 12" Sections with Backplate per 307-4.6 | 6 | EA | _____ _____ | | |
| 21. | Remove (E) Pedestrian Push Button from Pole to Remain per Section 307-1.5 | 3 | EA | _____ _____ | | |
| 22. | Remove 4' Pedestrian Push Button Pole and Push Button | 2 | EA | _____ _____ | | |
| 23. | Furnish and Install 1B Pole per Drawing 500A and 500B Case 3101 | 1 | EA | _____ _____ | | |
| 24. | Fog Seal per Section 302-12 | 1 | LS | _____ _____ | | |
| 25. | Furnish and Install Pedestrian Barricade per Caltrans detail ES-7Q Type 1 | 2 | EA | _____ _____ | | |
| 26. | Furnish and Install Street Light Pole – 15TS and LED Street Light per Drawing 500A and 500B Case 3101 | 1 | EA | _____ _____ | | |

**TOTAL BID:** _____
(In Words)

**TOTAL BID:** _____
(In Figures)

**UNITS OF MEASURE:**

| Abbreviation | Word or Words |
|---|---|
| LF | Linear Feet |
| SF | Square Feet |
| SY | Square Yards |
| CY | Cubic Yards |
| TN | Tons (2,000 lbs./907.2 kgs.) |
| LS | Lump Sum |
| EA | Each |
| MO | Months |

**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: (  ) _____

## INSTRUCTIONS - LOCAL AGENCY BIDDER
## DBE COMMITMENT (CONSTRUCTION CONTRACTS)

# ALL BIDDERS:

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

## EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

| CONTRACT ITEM NO. | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE) | DBE CERT NO. AND EXPIRATION DATE | NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number) | DOLLAR AMOUNT DBE |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |

### For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

_____ _____

Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

$_____

_____%

_____

Signature of Bidder

_____

Date (Area Code) Tel. No.

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

**Distribution**: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

## EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

### DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The City of San Leandro established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|---|---|
| | |
| | |
| | |

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount ($) | Percentage Of Contract |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of Agency/Organization | Method/Date of Contact | Results |
|---|---|---|
| | | |
| | | |

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

**NOTE**: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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 **HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS, PROJECT NO. 12-150-38-325.;** 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 **HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS, PROJECT NO. 12-150-38-325** 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

# 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 **HESPERIAN/SPRINGLAKE RAILROAD CROSSING IMPROVEMENTS, PROJECT NO. 12-150-38-325** 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.

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

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

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

**Standard Specifications:** The Standard Specifications for Public Works Construction, 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; and Sections 82, 84, 85, and 86 of the May 2010 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 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 |
| 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 |

## 2.0 GENERAL

The bidder's attention is directed to the proposal requirements in this book.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such of remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

**2-0.1 FEDERAL LOBBYING RESTRICTIONS** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form-LLL, "Disclosure of Lobbying Activities", with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**2-0.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE).** – This project is subject to Title 49 CFR 26.13(b):

> The Contractor, sub-recipient or subcontractor shall not discriminate of the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a form that meets the definition of DBE.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California United Certification Program go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer".

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

**DBE Commitment Submittal**

Submit DBE information on the Local Agency Bidder DBE Commitment (Construction Contracts). Exhibit 15-G form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

**Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the DBE Information – Good Faith Efforts, Exhibit 15-H form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to the solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the goal.

**2-0.3.1 QUALIFICATIONS AND EXPERIENCE** All Contractor's may be required to furnish evidence of their technical ability, experience and financial responsibility.

**2-0.4 SUBMISSION OF DBE INFORMATION**

**2-0.4.1 GENERAL** The bidder's attention is directed to the provisions in Section 2-1, "Award of Contract", of these special provisions for requirements and conditions concerning submittal of DBE information.

A "LOCAL AGENCY BIDDER – DBE INFORMATION" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

**2-0.4.2 DBE INFORMATION** The successful bidder's "LOCAL AGENCY BIDDER – DBE INFORMATION" form should include the name, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should b included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "LOCAL AGENCY'S BIDDER – DBE INFORMATION" form should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

**2-0.5 BUY AMERICA REQUIREMENTS:** Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with the said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, palletized and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 4-1.5, "Certification," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the Specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by the said law and regulations do not prevent a minimal use of foreign steel or iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

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

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

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

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The Engineer's Estimate of construction quantities are approximate only, being given as a basis for the

comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 3-2 of the Standard Specifications.

## 2-3 SUBCONTRACTS

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

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

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

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

| Bid Item No. | Description |
|---|---|
| 8 | Install 4' Pedestrian Push Button Pole and Foundation |
| 9 | Install 3" conduit |
| 10 | Install City Provided APS System and Push Buttons |
| 11 | Furnish and Install Signal Head Mounting Bracket |
| 16 | Remove and Salvage Pole Mounted Head |
| 17 | Furnish and Install Pedestrian Head |
| 18 | Furnish and Install Pullboc – No. 5 |
| 19 | Furnish and Install Conductors/DLC Cable |
| 20 | Furnish and Install Vehicle Head – 12" Sections with Backplate |
| 21 | Remove (E) Pedestrian Push Button from Pole to Remain. Bolt on plate to seal opening |
| 22 | Remove 4' Pedestrian Puh Button Pole and Push Button |
| 23 | Furnish and Install 1B Pole |
| 26 | Furnish and Install Street Light Pole – 15TS |

The following sections are added to the Standard Specifications:

**2-3.4 SUBCONTRACTOR AND DBE RECORDS** Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), forms unless you receive authorization for a substitution.
Contractor shall:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Contractor shall maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business
4. If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Upon work completion, complete and submit a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit form within 30 days of contract acceptance. The Agency withholds $10,000 until the form is submitted. The Agency releases the withheld amount upon submission of the completed form.

If Contractor's bid indicates that trucking will be done by DBE firms, Contractor shall complete a Monthly DBE Trucking Verification form. Said form shall be completed for each calendar month from the notice to proceed until completion of field work and shall be signed and submitted to the Engineer by the 15th of the following month. Failure to submit the form will result in a hold of $10,000 for each month that a report has not been submitted from any progress payment due. Withheld funds are released when completed reports are received.

See forms at the end of section 2-3.

**2-3.5 DBE CERTIFICATION STATUS** If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBEs existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 30 days from the date of contract acceptance.

See form 'DBE Certification Status Change' and instructions at the end of section 2-3.

**2-3.6 PERFORMANCE OF SUBCONTRACTORS**

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts). Exhibit 15-G, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

**2-3.7 SUBCONTRACTING** No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: http://www.dir.ca.gov/dlse/debar.html

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

## 2-3.8 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

## 2-3.9 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor, in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION**

## FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

**CEM-2402F (REV 02/2008)**

**ADA Notice**
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

| CONTRACT NUMBER | COUNTY | ROUTE | POST MILES | FEDERAL AID PROJECT NO. | ADMINISTERING AGENCY | | CONTRACT COMPLETION DATE |
|---|---|---|---|---|---|---|---|
| PRIME CONTRACTOR | | | BUSINESS ADDRESS | | | | ESTIMATED CONTRACT AMOUNT $ |

| ITEM NO. | DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED | COMPANY NAME AND BUSINESS ADDRESS | DBE CERT. NUMBER | CONTRACT PAYMENTS NON-DBE | CONTRACT PAYMENTS DBE | DATE WORK COMPLETE | DATE OF FINAL PAYMENT |
|---|---|---|---|---|---|---|---|
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| | | | | $ | $ | | |
| ORIGINAL COMMITMENT $ | | | TOTAL | $ | $ | | |

DBE

List all First-Tier Subcontractors, Disavantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

| CONTRACTOR REPRESENTATIVE'S SIGNATURE | BUSINESS PHONE NUMBER | DATE |
|---|---|---|

**TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

| RESIDENT ENGINEER'S SIGNATURE | BUSINESS PHONE NUMBER | DATE |
|---|---|---|

Copy Distribution-Caltrans contracts: **Original** - District Construction **Copy**- Business Enterprise Program **Copy**- Contractor **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure **Copy**- District Local Assistance Engineer **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

| DBE Program Status | Column to be used |
|---|---|
| If program status shows DBE only with no other programs listed | DBE |

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

# EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

| CONTRACT NUMBER | COUNTY | ROUTE | POST MILES | ADMINISTERING AGENCY | CONTRACT COMPLETION DATE |
|---|---|---|---|---|---|
| | | | | | |

| PRIME CONTRACTOR | BUSINESS ADDRESS | ESTIMATED CONTRACT AMOUNT |
|---|---|---|
| | | |

***Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.***
***Attach DBE certification/Decertification letter in accordance with the Special Provisions***

| CONTRACT ITEM NO. | SUBCONTRACT NAME AND BUSINESS ADDRESS | BUSINESS PHONE | CERTIFICATION NUMBER | AMOUNT PAID WHILE CERTIFIED | CERTIFICATION/ DECERTIFICATION DATE Letter attached |
|---|---|---|---|---|---|
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |

Comments:

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

| CONTRACTOR REPRESENTATIVE SIGNATURE | TITLE | BUSINESS PHONE NUMBER | DATE |
|---|---|---|---|
| | | | |

**TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

| RESIDENT ENGINEER | BUSINESS PHONE NUMBER | DATE |
|---|---|---|
| | | |

**Distribution** Original copy –DLAE Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's
Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

# MONTHLY DBE TRUCKING VERIFICATION

CP-CEM-2404(F) (NEW 12/99)

| CONTRACT NO. | MONTH | YEAR |
|---|---|---|
| | | |

| Truck Owner | DBE Cert. No. | Company Name and Address | Truck No. | California Hwy. Patrol CA No. | Commission Or Amount Paid* | Date Paid | Lease Arrangement (√ if applicable) |
|---|---|---|---|---|---|---|---|
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐<br>with Non-DBE ☐<br>with DBE ☐ |
| | | | | TOTAL AMOUNT PAID | $ | | |

| PRIME CONTRACTOR | BUSINESS ADDRESS | BUSINESS PHONE NO. |
|---|---|---|
| | | |

** Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.*

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

| CONTRACTOR REPRESENTATIVE'S SIGNATURE | TITLE | DATE |
|---|---|---|
| | | |

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

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

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

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

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

The work embraced herein shall be performed in accordance with the Standard Specifications for Public Works Construction, the 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; and Sections 82, 84, 85, and 86 of the May 2010 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 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 | 3717 | 202 |
| Improvement Plan | 2 | 3718 | 202 |
| Traffic Signals | 3 | 3719 | 202 |
| Standard Plans | 4 | 3720 | 202 |
| Standard Plans | 5 | 3721 | 202 |
| Standard Plans | 6 | 3722 | 202 |

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 to Section 2-5.3.1 of the Standard Specifications:

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

Prior to the pre-construction conference and per section 6-1 of these Special Provisions, the Contractor shall submit to the City for review a tentative construction schedule, traffic control plans, 24 hour emergency phone numbers, and copies of business licenses and applicable permits, and sample flyers/ door hangers for public notifications.

A partial list of the required submittals is as follows:

- Source of supply of all materials
- Certificates of compliance and certified test reports as required in Section 203-1.3
- Project Schedule including diagrams/maps indicating phasing/parking
- Sample notice to be given to residents, businesses and agencies
- Traffic Control Plans

- 24-hour Emergency phone number list
- Business licenses

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:

**NONE**

**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 to the City for review prior to the pre-construction meeting:

- Preliminary Construction Schedule
- Traffic Control Plans
- Public Notification Flyers and/or Door Hangers
- 24-Hour Emergency Phone Numbers
- Copies of Business Licenses for Contractor and all listed Subcontractors
- All Applicable Permits
- The Contractors Representative
- Traffic Control Flagger Certifications (California Code of Regulations (CCR) Title 8, Section 1599)
- Traffic Signal Electrician Certifications (Labor Code Section 3099 et. seq. And CCR Title 8, Section 290 et. seq.)
- Confined Space Entry Program (CCR Title 8, Sections 5156 et. seq.)
    - Standard Specification Section 7-10.4.4 requires Contractor to provide CSEP
- All other Permits as required by Federal or State Law

The following is added to the last paragraph of Section 2-5.3.4:

Supporting information shall also be required to be submitted for the additional following systems:

**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.

## 2-9 SURVEYING

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

The Engineer shall provide construction survey staking for the following items.

1. NONE

Any construction survey stakes other than those specified above shall be the responsibility of the Contractor. All surveying performed by the Contractor shall be under the direct supervision of a California Licensed Land Surveyor or Professional Civil Engineer licensed to perform land surveying. Contractor shall provide the Engineer with copies of cut sheets and any other pertinent survey documentation, upon request of the Engineer.

The Contractor shall stake the SW curb at Begin Curve, End Curve, Grade Break, and 5' intervals.

**2-9.5 PAYMENT** The following Section is added.

When the Contract does not include a pay item for Construction Surveying as specified above, full compensation for any Construction Surveying required shall be included in the price bid for the item of work requiring such services and no additional compensation will be allowed.

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

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

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

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

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

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

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

1. Such portion of work for which inspection is called is not complete, or when corrections called for are not made.

2. When the permits are not properly posted at the work site.

3. The approved plans are not readily available to the inspector.

4. When the Contractor fails to provide access to the work on the date for which inspection is requested.

5. For obvious non-compliance and/or for deviating from plans and specifications without the required approval of the Engineer.

6. Any unauthorized work.

7. Work not subject to initial inspection.

8. Continuous failure of material testing.

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

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

# SECTION 3 - CHANGES IN WORK

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

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

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

| Bid Item No. | Description |
|---|---|
| | NONE |
| | |
| | |
| | |
| | |

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

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

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

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

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

3-3.2 PAYMENT

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

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

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

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

The actual wages paid at a rate not to exceed the State of California Department of Industrial Relations General Prevailing Wage Rates. The wages shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, apprenticeship funds, and similar purposes (fringe benefits).
The use of a labor classification that would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

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

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

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

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

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

The rates to be used in determining equipment rental costs of Contractor owned and maintained equipment shall be the lesser of listed rates prevailing locally at equipment rental agencies or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. | | | | |
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| | | | | | | | | | 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

**4-1 MATERIALS AND WORKMANSHIP** The following section is added to Section 4-1 of the Standard Specifications.

**4-1.1.1 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with the said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 4-1.5, "Certification," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the Specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by the said law and regulations do not prevent a minimal use of foreign steel or iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

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

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

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

and specifications and any material not conforming to such requirements will be subject to rejection whether in place or not.

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

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

**4-1.6 CERTIFICATION** The following is added to Section 4-1.6 of the Standard Specifications:

Installation of accepted substitutions are the Contractor's responsibility. Changes required to other elements of the work to accommodate installation of accepted substitutions must be made to the satisfaction of Engineer and without additional cost to Owner. The burden of proof as to the suitability and quality of alternates is upon the Contractor, and the Contractor shall furnish all information necessary as required by the Engineer.

Requests for material and product substitutions shall be submitted to the Engineer within 20 working days of the Notice to Proceed and prior to acquiring or performing any work with such items.

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

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

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

The Contractor shall be responsible for all materials furnished to him, and shall pay all demurrage and storage charges. City furnished materials lost of damaged from any cause whatsoever shall be replaced by the Contractor at his expense. The Contractor shall be liable to the City for the cost of replacing City furnished materials and such cost may be deducted from monies due or to become due the Contractor. All City furnished material that is not used on the work shall remain the property of the City and shall be delivered to the Public Works Service Center.

The following materials will be furnished to the Contractor:

1. APS System and Pedestrian Push Buttons per 209-2.18

# SECTION 5 - UTILITIES

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

5-1 Location
5-2 System Outage Request Form

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

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

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

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

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

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 (and Caltrans if in its ROW) 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.).

Contractor shall manage all flows in the work area and notify the Engineer through a **SYSTEM OUTAGE REQUEST (SOR)**. Contractor shall submit the included SOR form on a weekly basis to the Engineer at least 48 hours prior to commencing the System Outage. All System Outage Requests shall include a sketch of the affected areas, bypass and plugging plans, flow and volume calculations, and a schedule of downtime and service restoration.

At least 30 minutes prior to concluding a System Outage, the Contractor shall again contact the Engineer and WPCP. The Contractor shall control the release of any sewage volumes stored in the system. No great rush of flows shall be allowed in any part of the system. The Contractor shall be responsible for any damage caused by the uncontrolled discharge of high flows. The Contractor shall be held responsible for overburdening the sewer collection system and WPCP causing the discharge of sewage into the environment. Additionally, the Contractor shall reimburse the City for any fines levied by regulatory agencies due to spills, backups, or overflows resulting from the Contractor's failure to comply with the requirements herein.

**WPCP Phone Numbers:**

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

**City of San Leandro**
***Engineering & Transportation Department***
***Civic Center • 835 East 14th Street***
***San Leandro, California 94577-3782***
510.577.3428 (voice)
510.577.3294 (fax)

# SYSTEM OUTAGE REQUEST

| | | | | |
|---|---|---|---|---|
| **To:** | | | **Fax:** | |
| **Company:** Water Pollution Control Plant (WPCP) | | | **Date**: | |
| **From:** | | | **Phone**: | |
| **Re:** System Outage Request – Notification | | | | **Pages:** |
| **Project:** | | | | |
| **CC:** | | | | |
| ☐ **Urgent** | ☐ **For Review** | ☐ **Please Comment** | ☐ **Please Reply** | ☐ **For Your Info** |

**Contractor:** _____
**Reason:** _____
**Duration:** _____
**Location:** _____
**Outage Description:** _____
_____
_____

**Contacts (24 hr.):** _____
_____
_____

**WPCP Phone #: 510-577-3434** **After Hours #: 510-577-3459**

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☐ Original will not follow. ☐ Original will follow by:
- ☐ Regular Mail
- ☐ Federal Express/UPS
- ☐ E-mail/Other

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

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

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

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

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

**50** working days.

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.

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.

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.

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

3. Sample flyers and/or door hangers pursuant to Section 7-10.1.2, "Public Notification".

4. 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.

5. 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.

6. 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.

**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/Caltrans Notification
4. Public Notice Distribution
5. No Parking Signs placed
6. Utility Coordination/Installations

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

Work shall be completed per Concrete and Signal Work Phasing Plan on Sheet 2 of the plans: Only one phase may be constructed at a time.

1. All work in Phase 1 quadrant per (3)/Sheet 2
2. All work in Phase 2 quadrant per (3)/Sheet 2
3. All work in Phase 3 quadrant per (3)/Sheet 2
4. All work in Phase 4 quadrant per (3)/Sheet 2
5. Paving at Railroad Panels
6. Striping

**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. .

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 **$500.00 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.

**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.

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|---|---|
| 7-2.2 | Laws |
| 7-2.2.1 | Hours Of Labor |
| 7-2.2.2 | Prevailing Wage |
| 7-2.2.5 | Labor And Non-Discrimination |
| 7-3 | Liability Insurance |
| 7-5 | Permits |
| 7-6 | The Contractor's Representative |
| 7-8 | Project Site Maintenance |
| 7-8.1 | Cleanup And Dust Control |
| 7-8.1.1 | Recycling Of Construction Material |
| 7-8.2 | Air Pollution Control |
| 7-8.3 | Vermin Control |
| 7-8.4 | Sanitation |
| 7-8.5 | Temporary Light, Power And Water |
| 7-8.6 | Water Pollution Control |
| 7-8.6.1 | General |
| 7-8.6.2 | Material Storage |
| 7-8.6.3 | Dewatering Operations |
| 7-8.6.4 | Pavement Saw-Cutting Operations |
| 7-8.6.5 | Pavement Operations |
| 7-8.6.6 | Concrete Operations |
| 7-8.6.7 | Grading And Excavation Operations |
| 7-8.6.8 | Spill Prevention And Control |
| 7-8.6.9 | Vehicle/Equipment Cleaning |
| 7-8.6.10 | Contractor Training And Awareness |
| 7-8.6.11 | Good Housekeeping Practices |
| 7-8.6.12 | Enforcement |
| 7-8.6.13 | Payment |
| 7-8.7 | Drainage Control |
| 7-8.8 | Sound Control Requirements |
| 7-10 | Public Convenience And Safety |
| 7-10.1 | Traffic And Access |
| 7-10.1.1 | Pedestrian Access |
| 7-10.1.2 | Public Notification |
| 7-10.2 | Storage Of Equipment And Materials In Public Streets |

| | |
|---|---|
| 7-10.2.1 | Construction Staging/Stockpile Locations |
| 7-10.3 | Street Closures, Detours, And Barricades |
| 7-10.3.1 | Restricted Parking |
| 7-10.3.2 | Street Closures and Access |
| 7-10.3.3 | Traffic Control Plan Requirements |
| 7-10.3.4 | Implement Traffic Control |
| 7-10.4 | Public Safety |
| 7-10.4.1 | Safety Orders |
| 7-10.4.5 | Illness and Injury Prevention Program |

7-2.2 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 $10,000,000 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 $10,000,000 per occurrence and automobile liability insurance. 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.

2) Limits: The Policies shall contain minimum liability limits of:

a. Pollution Legal Liability - $5,000,000 per loss and $5,000,000 in the aggregate.

b. Environmental Transportation Liability - $5,000,000 per loss and $5,000,000 in the aggregate.

3) Form and Duration: Continuous coverage under the Policies shall be maintained until final completion or termination of the Project, in accordance with the underlying Agreement. If written on a claims made basis, continuous coverage under the Policies shall be maintained for a minimum of one year beyond final completion or termination of the Project, in accordance with the underlying Agreement.

E. <u>All Policies and Requirements.</u>

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:

**NONE**

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

**UPRR RIGHT OF ENTRY PERMIT – UPRR POST MILE 17.59**
**More information is available at** http://www.uprr.com/reus/index.shtml. **This permit takes 45 days to obtain. Contractor shall include this time in his schedule. Work within UPRR Right of Way requires Railroad Protective Liability Insurance. It is the Contractors responsibility to obtain this insurance. No compensation will be made for obtaining the insurance.**

The Contractor shall be compensated for the actual costs of permits (without mark-up) under this section, as a change order, upon submittal of receipts. The Cost is $545.00.

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.

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

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

Contractor shall recycle all asphalt and concrete waste, as well as recycle 50% of the remaining construction debris. Contractor shall use one of the following methods to recycle debris:

Separate materials on-site and:

a. Self-haul the materials to a recycling facility -or-
b. Use debris boxes obtained from the City's franchised waste hauler

Do not separate materials:

a. Self-haul mixed loads to a mixed C&D recycling facility -or-
b. Use a debris box obtained from the City's franchised waste hauler (Contractor must inform the hauler of the intent to comply with the City of San Leandro's C&D Ordinance prior to obtaining the box)

Use a State licensed construction clean-up contractor (classification D63) to separate the materials on site and deliver to local recycling facilities.

The following companies are accepted as Mixed C&D recycling facilities for the purpose of this section:

| | |
|---|---|
| 1. Davis Street Transfer Station<br>2615 Davis St, San Leandro (510) 638-2303<br><br>2. Fremont Recycling & Transfer Station<br>41149 Boyce Rd, Fremont, (510) 252-0500<br><br>3. Vasco Road Landfill & Recycling<br>4001 N. Vasco Rd, Livermore, (925) 447-0491<br><br>4. Marin Resource Recovery Center<br>565 Jacoby St, San Rafael, (415) 485-5646 | 5. Newby Island Landfill<br>1601 Dixon Landing Rd, Milpitas, (408) 262-1401<br><br>6. Recology of San Francisco<br>501 Tunnel Ave, San Francisco, (415) 330-1400<br><br>7. Zanker Material Processing Facility<br>675 Los Esteros Rd, San Jose, (408) 263-2384<br><br>8. Guadalupe Materials Recovery Facility<br>15999 Guadalupe Mines Rd, San Jose, (408) 268-1670 |

The following company is a franchised waste hauler authorized to provide debris boxes within the portion of the City of San Leandro containing this project.

Waste Management
510-613-8710
www.wm.com

Per sections 3-6-320 and 3-6-340 of the San Leandro Municipal Code, contractors cannot obtain construction & demolition (C&D) debris box service from anyone other than the City's franchised waste hauler regardless of whether the material is intended for disposal, recycling, composting or otherwise.

Contractor shall demonstrate compliance with this section by completing and submitting a Waste Management Plan online with Green Halo Systems (www.greenhalosystems.com or at 1-888-525-1301). Contractor shall create an account with Green Halo and enter project information within 30 days of the notice to proceed. Contractor shall upload recycling and disposal receipts at least once every 30 days thereafter. Contractor shall complete and submit the waste management report before asserting project completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures at construction sites. There are several publications that provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate storm water pollution. 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 PAVEMENT SAW-CUTTING OPERATIONS** The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting wastewater to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. With the approval of the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sediment Control Measures (latest edition) before discharging to the storm drain.

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

No paving or street sealing during wet weather.

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

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

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

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

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

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

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

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

Avoid mixing excess amounts of Portland cement materials.

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

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

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

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

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

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

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

At a minimum, the Contractor shall install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet(s) located in and downstream of the project site between October 15 and April 15, and when rain is forecast within 24 hours. The Contractor shall install filter materials or seal all surface inlet openings during the dry season if there is potential for sediment or excavated material to be discharged to

the storm drain system during the construction operation (e.g., sediments and debris tracked by construction vehicles, windblown, or transported by other runoff). The storm drain inlets shall be sealed in such a manner that they can be opened in an emergency and unblocked at the end of each working day so that no property is damaged as a result of accidents or other overflows.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g., inspect all sediment ponds or sandbag sedimentation/filtering systems after each rain, and remove accumulated sediment and debris, and replace or repair damaged sandbags immediately).

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

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

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

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

## 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.

**7-10.1.1 PEDESTRIAN ACCESS** Pedestrian travel shall be maintained at all times along at least one side of the street (or streets) under construction. All temporary pedestrian walkways shall be at least 4 feet wide and fully accessible to handicapped pedestrians in accordance with the Americans with Disabilities Act and California Title 24. In all cases, pedestrian walkways shall be separated from vehicular travel by a clear area of at least 6 feet, or in locations where 6 feet of horizontal separation for pedestrian traffic is not feasible, by raised curb, a raised wooden walkway with standard railings, or by K rails. This condition may be modified or waived by the Engineer upon written request by the Contractor. Provisions to activate pedestrian signal indications will be made in all instances where pedestrian access to the existing pedestrian push-button cannot be maintained. Existing lighting levels in the area prior to construction shall be maintained during construction.

The Contractor shall provide a traffic control plan at Pre-Construction project for both vehicular and pedestrian traffic.

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

**7-10.1.2 PUBLIC NOTIFICATION** The Contractor shall provide door hangers or flyers to inform adjacent homeowners, tenants, and businesses of any work, no parking zones, street closures, detours, or barricades that are to occur on their street. Door hangers or flyers are to be submitted at the pre-construction meeting in accordance with Section 6-1 for review. The Contractor shall only distribute flyers approved by the Engineer. Door hangers shall be a minimum of 3 inches by 11 inches and flyers are to be a minimum of 8-1/2 inches by 11 inches. Contractor shall re-notify public immediately upon any cancellation or revision in schedule, including changes caused by inclement weather.

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

7-10.2 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS Construction materials shall not be stored in streets, roads, highways, or on public property. 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 STREET CLOSURES, DETOURS, AND BARRICADES The following paragraphs are added to Section 7-10.3 of the Standard Specifications:

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

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

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

**7-10.3.2 STREET CLOSURES AND ACCESS** Access for local residents and businesses and all private property shall be maintained at all times. Signs indicating "Open for Business" shall be placed in front of commercial and industrial driveways to allow continual access. At the end of each working day, these streets shall be reopened to through traffic with proper barricades, warning devices, and temporary striping. The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as

determined by the Engineer. If these streets are closed, the Contractor shall proceed expeditiously and with consideration for public convenience from the start of work to its completion.

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.

# LANE CLOSURE REQUIREMENTS

## CHART NO. 1

| LOCATION: | | | | | | | | | | | | | | | | | | | | | | | | | DIRECTION OF TRAVEL: NB Hesperian |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **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 | x | x | x | 2 | 2 | 2 | 2 | 2 | 2 | x | x | x | x | x | x | x | x | x | |
| Fridays | x | x | x | x | x | x | x | x | x | 2 | 2 | 2 | 2 | 2 | 2 | x | x | x | 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:**

**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: | | | | | | | | | | | | | | | | | | | | | | | | | DIRECTION OF TRAVEL: SB Hesperian, EB and WB Springlake |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **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 | x | x | x | 1 | 1 | 1 | 1 | 1 | 1 | x | x | x | x | x | x | x | x | x | |
| Fridays | x | x | x | x | x | x | x | x | x | 1 | 1 | 1 | 1 | 1 | 1 | x | x | x | 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:**

**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 submit Traffic Control Plan(s) conforming to the 2012 California Manual on Uniform Traffic Control Devices for Streets and Highways (2012 CA MUTCD), and the requirements of these Special Provisions for acceptance by the Engineer. The submittal of Traffic Control Plans shall conform to the requirements of Section 2.5.3, "Submittals".

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

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

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

- All work shall be phased to allow adequate parking within 1,000 feet of each residential unit, each industrial unit, and each commercial unit.

- All work on arterial and collector streets and streets with industrial and commercial uses shall be phased longitudinally (1/2 street closed at a time).

- No two adjacent streets shall be closed or parking restricted at the same time.

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

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

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

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

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

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

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

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

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

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

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

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

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.**

7-15 RECORD DRAWINGS **The following section is added to 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.

## 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** 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 replaced with the following text:

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

9-3.2 PARTIAL AND FINAL PAYMENT The third paragraph of Section 9-3.2 of the Standard Specifications is deleted.

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.

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."

**GENERAL**.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT**.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION**.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING**.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____
_____

2. Address of joint venture _____
_____

3. Phone number of joint venture _____
_____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____
_____

a. Describe the role of the DBE firm in the joint venture. _____
_____

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____
_____

5. Nature of the joint venture's business _____
_____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? ___
_____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____
_____

b. Management decisions, such as:

1. Estimating _____
_____

2. Marketing and sales _____
_____

3. Hiring and firing of management personnel
_____
_____

4. Purchasing of major items or supplies _____
_____

c. Supervision of field operations_____
_____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

| | |
|---|---|
| ..... | ..... |
| Name of Firm | Name of Firm |
| ..... | ..... |
| Signature | Signature |
| ..... | ..... |
| Name | Name |
| ..... | ..... |
| Title | Title |
| ..... | ..... |
| Date | Date |

Date _____
State of _____
County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.
Notary Public _____
Commission expires _____
[Seal]
Date _____
State of _____
County of _____
On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.
Notary Public _____
Commission expires _____
[Seal]

Revised 3-95
08-07-95

**FR-2**

## REQUIRED CONTRACT PROVISIONS

## FEDERAL-AID CONSTRUCTION CONTRACTS

(Exclusive of Appalachian Contracts)

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| | | Page |
|---|---|---|
| I. | General | 3 |
| II. | Nondiscrimination | 3 |
| III. | Nonsegregated Facilities | 5 |
| IV. | Payment of Predetermined Minimum Wage | 6 |
| V. | Statements and Payrolls | 8 |
| VI. | Record of Materials, Supplies, and Labor | 9 |
| VII. | Subletting or Assigning the Contract | 9 |
| VIII. | Safety: Accident Prevention | 10 |
| IX. | False Statements Concerning Highway Project | 10 |
| X. | Implementation of Clean Air Act and Federal Water Pollution Control Act | 10 |
| XI. | Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion | 11 |
| XII. | Certification Regarding Use of Contract Funds for Lobbying | 12 |


ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

**FR-3**

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

*"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."*

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**FR-4**

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

**III NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material

supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

**FR-5**

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

## IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

**1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

**FR-6**

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**FR-7**

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a

notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

**FR-8**

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635); the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

**FR-9**

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract,

or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

**FR-10**

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the

best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

**FR-11**

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

Form 1273 — Revised 3-95
08-07-95

**FR-12**

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

## Minority Utilization Goals

| Economic Area | | Goal (Percent) |
|---|---|---|
| 174 | Redding CA:<br>Non-SMSA Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:<br>7120 Salinas-Seaside-Monterey, CA<br>CA Monterey<br>7360 San Francisco-Oakland<br>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo<br>7400 San Jose, CA<br>CA Santa Clara, CA<br>7485 Santa Cruz, CA<br>CA Santa Cruz<br>7500 Santa Rosa<br>CA Sonoma<br>8720 Vallejo-Fairfield-Napa, CA<br>CA Napa; CA Solano<br>Non-SMSA Counties: | <br><br>28.9<br><br>25.6<br><br><br>19.6<br><br>14.9<br><br>9.1<br><br>17.1 |
| 177 | Sacramento, CA:<br>SMSA Counties:<br>6920 Sacramento, CA<br>CA Placer; CA Sacramento; CA Yolo<br>Non-SMSA Counties<br>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | <br><br>16.1<br><br>14.3 |
| 178 | Stockton-Modesto, CA:<br>SMSA Counties:<br>5170 Modesto, CA<br>CA Stanislaus<br>8120 Stockton, CA<br>CA San Joaquin<br>Non-SMSA Counties<br>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne | <br><br>12.3<br><br>24.3<br><br>19.8 |

**FR-13**

| | | |
|---|---|---|
| 179 | Fresno-Bakersfield, CA<br>SMSA Counties:<br>0680 Bakersfield, CA<br>CA Kern<br>2840 Fresno, CA<br>CA Fresno<br>Non-SMSA Counties:<br>CA Kings; CA Madera; CA Tulare | <br><br>19.1<br><br>26.1<br><br>23.6 |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties | <br><br>11.9<br><br>28.3<br><br>21.5<br><br>19.0<br><br>19.7<br><br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial | <br><br>16.9<br><br>18.2 |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

## Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.
Before starting work, submit to the City of San Leandro:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the City of San Leandro approval for this submitted information before you start work. The City of San Leandro credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.
The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.
Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status, or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status, or has been employed as a journeyman. Your records must show the employee's answers to the questions.
In your training program, establish the minimum length and training type for each classification. The City of San Leandro and FHWA approves a program if one of the following is met:

1. It is calculated to:

    1.1. Meet your equal employment opportunity responsibilities.
    1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of San Leandro reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

    2.1. Contribute to the cost of the training.
    2.2. Provide the instruction to the apprentice or trainee.
    2.3. Pay the apprentice's or trainee's wages during the off-site training period.

3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
1. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification, or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting your performance under this section.

**FR-16**

# PART 2 - CONSTRUCTION MATERIALS

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

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

## SECTION 200 – ROCK MATERIALS

**200-1 ROCK PRODUCTS** Rock products shall conform to the provisions of Section 200-1 "Rock Products," of the Standard Specifications and these Special Provisions.

**200-1.1 General.** The following is added to section 200-1.1 "General" of the standard specifications: A Certificate of Compliance shall be furnished by the Contractor for all aggregate used under these specifications.

**200-1.2 Crushed Rock and Rock Dust** The following is added to section 200-1.2 "Crushed Rock and Rock Dust" of the Standard Specifications: % of material with fractured faces shall be determined by California Test 205.

**200-1.2.1 Screenings.** The following is added to Section 200-1.2.2, "Screenings", of the Standard Specifications. Screenings shall be medium fine size 8.0 x 2.36 mm (5/16" x No. 8) as shown in Table 200-1.2.1 (A) of the Standard Specifications.

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

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

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

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

## SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

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

**201-1.2.8 Stamped Concrete.** The following section is added to the standard specifications:
Concrete for stamped concrete paving shown in City Standard Plan "Stamped Concrete Paving," (Dwg. 116, Case 3101), shall be 320 kg (7-1/2 sacks; 705 lbs.) Portland Cement, 1135 kg (2500 lbs.) top sand, and 227 kg. (500 lbs.) pea gravel (uniformly graded 9.5 mm (3/8") fully waterworn, rounded rock that shows no evidence of mechanical crushing) per cubic yard. An air-entraining agent (ASTM C260) and/or a normal set, or retarded set water reducing admixture (ASTM C494) may be used. No calcium chloride shall be used in the mix.

**201-2 REINFORCEMENT FOR CONCRETE.** Work shall be done per the standard specifications.

**201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.** Work shall be done per the standard specifications.

**201-4 CONCRETE CURING COMPOUND.** Work shall be done per the standard specifications.

**201-5 CEMENT MORTAR.** Work shall be done per the standard specifications.

**201-6 CONTROLLED LOW STRENGTH MATERIAL (CLSM).** Controlled low strength material shall conform with section 201-6 "Controlled Low Strength Material" of the standard specifications and these special provisions.

**201-6.1.1 General.** The following is added to section 201-6.1 of the Standard Specifications: Controlled density fill (CDF) shall conform with the requirements for CLSM.

**201-6.3 Proportioning.** CLSM for excavation backfill shall be a mixture of cement, fly ash, sand, air entraining agent and water batched by a ready mixed concrete plant and delivered to the jobsite by means of transit mixing trucks. Each cubic yard of CLSM shall contain the following:

Type II Cement (ASTM C-150) - 14kg – 18 kg (30-40 lbs) per cubic yard.

Type F Fly Ash (ASTM C-618) - 136 kg. (300 lbs) per cubic yard.

Sand – Conforming to the gradation for asphalt concrete shown in Table 200 – 1.5.5 (A) of the Standard Specifications.

Air Entraining Agent (ASTM C-260) – Entrained air shall be 7% minimum.

Slump – 150 – 200 mm (6" – 8")

Compressive Strength – Unconfined, 28 day compressive strength shall be 345 – 1035 kPa (50 – 150 psi).

The actual mix proportions shall be determined by the producer.

**201-7 NON-MASONRY GROUT.** Work shall be done per the standard specifications.

## SECTION 203 BITUMINOUS MATERIALS

**203-1 PAVING ASPHALT.** Paving asphalt shall conform to the provisions of Section 203-1, "Paving Asphalt," of the Standard Specifications and these Special Provisions.

**203-1.3 Test Reports and Certification.** The following is added to section 203-1.3 of the Standard Specifications: Contractor shall submit a statement of the source of supply of all materials and a Certificate of Compliance for all materials prior to procurement.

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

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

Asphalt concrete shall be class PG 64-10, ¾" max, Caltrans Type A aggregate unless otherwise specified.

The Engineer may specify PG 70-10 Paving Grade Asphalt to bridge poor subgrade conditions or if air temperatures become hot enough to warrant its use at no additional cost to the City.

CRACK FILLER Asphalt concrete for filling cracks larger than one (1") inch and other uses as directed by the Engineer shall be F-PG-64-10 (channel liner/sheet fines).

PAVEMENT TRANSITION Asphalt concrete for pavement transitions shall be class D2-SC-800 ("cut back").

TEMPORARY RESURFACING Asphalt concrete for temporary trench resurfacing shall be class D2-SC-800 ("cut back").

**203-6.3.2 AGGREGATE** Aggregate shall conform to the provision of Section 203-6.3.2 "Aggregate," and these Special Provisions. Aggregate fractured faces shall meet the requirements of 200-1.2 as tested by California Test 205. (Caltrans Type 'A').

The required grading of the combined aggregates and the percentage of asphalt binder, represented by "B" above, shall conform to the requirements indicated in Section 203-6.4.2, "Composition and Grading," of the Standard Specifications (Caltrans Type 'A').

**203-7 RECYCLED ASPHALT CONCRETE-HOT MIXED.** Recycled Asphalt Concrete (RAC) shall conform to the provisions of Section 203-7, "Recycled Asphalt Concrete-Hot Mixed," of the Standard Specifications and these Special Provisions.

**203-7.1 General.** The following is added to section 203-6.1 of the Standard Specifications:
The amount of recycled asphalt concrete shall be fifteen (15) percent or less of the total mix. The product shall meet both the asphalt grade and gradation specified in these Special Provisions.

The supplier of recycled asphalt concrete shall maintain a job mix formula at the plant. The formula shall be based on current test data and shall conform to Section 203-7.2.2 of the Standard Specifications. RAC mix designs and all test data shall be submitted to the Engineer for his review and approval before the use of any RAC material on the project.

Asphalt concrete shall be class PG-64-10 RAC, ¾" max, Caltrans Type A aggregate unless otherwise specified. The Engineer may specify PG64-10 Paving Grade Asphalt to bridge poor subgrade conditions or if air temperatures become hot enough to warrant its use at no additional cost to the City.

## SECTION 206 MISCELLANEOUS METAL ITEMS

**206-1 STRUCTURAL STEEL, RIVETS, BOLTS, PINS, AND ANCHOR BOLTS.** Work shall be done per the standard specifications.

**206-2 STEEL CASTINGS**. Work shall be done per the standard specifications.

**206-3 GRAY IRON CASTINGS**. Gray Iron Castings shall conform to the provisions of Section 206-3, "Gray Iron Castings," of the Standard Specifications and these Special Provisions.

**206-3.3 Manhole Frame and Cover Sets.** The following is added to section 203-3.3 of the Standard Specifications: The following suppliers stock frames and covers that meet these specifications:

| | |
|---|---|
| D&L Supply | Phoenix Iron Works |
| 250 5th Street | 888 Cedar Street |
| Oakland, CA 94606 | Oakland, CA 94607 |
| (510) 832-2171 | (510) 465-9900 |

**206-4 BRONZE CASTINGS.** Work shall be done per the standard specifications.

**206-5 METAL RAILINGS.** Work shall be done per the standard specifications.

## SECTION 209 ELECTRICAL COMPONENTS

**209-1 REGULATIONS AND CODES.**

**209-2 MATERIALS.** The following is added to Section 209-2 "Materials" of the Standard Specifications:

TRAFFIC SIGNAL SYSTEMS The material furnished for Traffic Signal Systems shall conform to the provisions of Section 86, "Signals and Lighting", of the most current edition of the California Department of Transportation (Caltrans) Standard Specifications. Standard Plans referenced in this Section 209, "Electrical Components", for Traffic Signal Systems shall mean the most current edition of the California Department of Transportation (Caltrans) Standard Plans.

STREET LIGHTING & PARK LIGHTING The materials furnished for Street & Park Lighting Systems shall conform to the provisions of Section 209, "Electrical Components", of the Standard Specifications. Standard Plans referenced in Section 209, "Electrical components" for Street Lighting Systems shall mean the City of San Leandro Standard Plans.

**209-2.3 Conduit.** The following modifications are made to Section 209-2.3 "Conduit" of the Standard Specifications:

The following is added: All empty conduits shall be provided with a pull rope in addition to any ground wire furnished.

The first paragraph is replaced with the following:

Street lighting & park lighting conduit shall be 40mm (1-1/2") minimum rigid non-metallic conforming to the provisions of UL Standard for Rigid Non-Metallic Conduit (Publications UL 651). Rigid non-metallic conduit shall be installed at underground locations only. Galvanized rigid metal conduit shall be used in all exposed locations. Rigid non-metallic conduit shall be furnished with a ground wire.
The following is added to Section 86-2.05 of the Caltrans Standard Specifications:

Traffic signal systems conduit shall be 50 mm (2") minimum rigid non-metallic conforming to the provisions of Section 86-2.05A(3).

Rigid non-metallic conduit shall be furnished with a ground wire conforming to the specifications in Section 209-2.4 of these Special Provisions.

**209-2.4 Wire.** Conductors, cables and wiring shall conform to the provisions in Section 209-2.4, "Wire" of the Standard Specifications and these Special Provisions.

STREET LIGHTING & PARK LIGHTING All conductors No. 12 and smaller, shall be solid copper with Type THHN insulation. All conductors shall be a unique color for each circuit and a spare conductor (blue installation) shall be provided throughout system.

Unless otherwise shown on the plans or specifications, conductors for street lighting shall be #8 THWN from the service enclosure to the pull box at the pole base and #10 THWN from the pull box through the pole and arm to the luminaire.

Ground wire required in rigid non-metallic conduit shall be #8 stranded copper with Type THHN green insulation or bare.

TRAFFIC SIGNAL SYSTEM Conductors, cables and wiring shall conform to the provisions in Section 86-2.8, "Conductors" of the Caltrans Standard Specifications and these Special Provisions.

Except as provided for elsewhere in these Special Provisions, all conductors, No. 12 and smaller, shall be solid copper with type THHN insulation.

DETECTOR LEAD-IN CABLE Detector lead-in cable (DLC) shall be Type B conforming to the provisions of Section 86-5.01A(4), "Construction Material" of the Caltrans Standard Specifications.

GROUND WIRE Ground wire required in rigid non-metallic conduit shall be #8 stranded copper with Type THHN green insulation, or bare.

INDUCTIVE LOOP CONDUCTOR Conductors used for traffic signal inductive loop detectors shall be Type 2 conforming to the provisions of Section 86-5.01A(4), "Construction Material" of the Caltrans Standard Specifications.

OPTICAL DETECTOR CABLE Optical detector cable (ODC) shall meet the requirements of IPCEA-S-61-402/NEMA WC5, Section 7.4, 600 volt control cable, 75º C., Type B and the following:

The cable shall contain 3 conductors, each of which shall be No. 20 (7x28) stranded, tinned copper with low-density polyethylene insulation. Minimum average insulation thickness shall be 25 mils. Insulation of individual conductors shall be color coded: 1-yellow, 1-blue, 1-orange.

The shield shall be either tinned copper braid or aluminized polyester film with a nominal 20 percent overlap. Where film is used, a No. 20 (7x28) stranded, tinned, bare drain wire shall be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.

The jacket shall be black polyvinyl chloride with minimum ratings of 600 volts and 80º C, and a minimum average thickness of 45 mils. The jacket shall be marked as required by IPCEA/NEMA.

The finished outside diameter of the cable shall not exceed 9 mm (0.35 inch).

The capacitance, as measured between any conductor and the other conductors and the shield shall not exceed 48 picofarads per foot at 100Hz.

The cable running between the detector and the controller cabinet shall be continuous without splices or shall be spliced only as directed by the detector manufacturer.

Conductor assignment shall be as follows:

Blue – Channel A
Yellow –Channel B
Orange – DC (plus)
Shield – DC (minus)

_____These sections are added_____

**209-2.7 FOUNDATIONS** Foundations shall be as shown on the Plans or applicable City of San Leandro Standard Plans and shall conform to the provision in Section 86-2.03, "Foundations" of the Caltrans Standard Specifications and these Special Provisions.

Portland cement concrete for foundations shall be 285-C-17 (470-C-2500; 5 sack, 1" 2500) except concrete for reinforced pile foundations shall be 330-C-23 (564-C-3850; 6 sack, 1", 3250).

**209-2.8 STREET LIGHTING, PARK LIGHTING & TRAFFIC SIGNAL PULL BOXES**

STREET LIGHTING & PARK LIGHTING Pull boxes shall conform to the provisions of Section 209, "Electrical Components" of the Standard Specifications and these Special Provisions.

Pull boxes and covers shall be precast reinforced concrete except when the box is subjected to vehicular traffic loads. Steel reinforcing shall be regularly used in the standard products of the respective manufacturer.

When a pull box is subjected vehicular traffic load, the cover shall be steel embosses with a non-skid pattern. Steel covers have a 36" minimum length bonding jumper attached to the system ground. The box shall rest on a cast in place 6" wide by 6" deep concrete footing around the full perimeter of the box.

| Pull Box | Length | Width | Min. Thickness |
|---|---|---|---|
| 3-1/2 | 15-3/8" | 10-1/8" | 1" |
| 5 | 13-1/4" | 13-3/4" | 1" |
| 6 | 30-5/8" | 17-5/8" | 1-1/2" |

Covers shall be marked "Street Lighting" or "Electric", as appropriate, 1" minimum to 3" maximum high. Covers shall have two (2) 3/8" brass or stainless steel stud bolts with nuts and washers recessed into the cover for securing the cover to the box.

TRAFFIC SIGNAL SYSTEMS Pull boxes shall conform to the provisions of Section 86-2.06, "Pull Boxes" of the Caltrans Standard Specifications and these Special Provisions.

Pull boxes and covers shall be precast reinforced concrete conforming to the details shown on Caltrans Standard Plan ES-8. Pull boxes shall be No. 5 unless otherwise shown on the plans. Coves shall be marked "Traffic Signal." Covers shall be secured to the pull box in accordance with Section 86-2.06A, "Materials" of the Caltrans Standard Specifications.

**209-2.17 TRAFFIC SIGNAL FACES, FITTINGS AND MOUNTING ASSEMBLIES** Traffic signal faces, fittings and mounting assemblies shall conform to the provisions of Section 86-4, "Traffic Signal Faces and fittings" of the Caltrans Standard Specifications and these Special Provisions.

VEHICLE SIGNALS Vehicle signals shall conform to the provisions of Section 86-4.01, "Vehicle Signal Faces" of the Caltrans Standard Specifications and these Special Provisions.

All signal faces, except where shown otherwise on the plans, shall be 12-inch. Signal sections shall be aluminum or plastic, conforming to the provisions of Section 86-4.01B, "Signal Sections" of the Standard Specifications.

Lenses shall be glass conforming to the provisions of Section 86-4.01A, "Optical Units" of the Caltrans Standard Specifications.

Lamps conforming to the provisions of Section 86-4.01A, "Optical Units" of the Caltrans Standard Specifications shall be furnished by the Contractor.

Visors shall be full circle conforming to the provisions of Section 86-4.01B(1), "Metal Signal Sections" and Section 86-4.01D, "Visors" of the Caltrans Standard Specifications.

Backplates shall be louvered metal conforming to the provisions of Section 86-4.03, "Backplates" of the Caltrans Standard Specifications.

PROGRAMMED VISIBILITY VEHICLE SIGNALS Programmed visibility vehicle signals shall conform to the provisions in Sections 86-4.04, "Programmed Visibility Traffic Signal Faces" and 86-4.06, "Signal Mounting Assemblies" of the Caltrans Standard Specifications and these Special Provisions.

The Contractor shall arrange to have a signal technician, qualified to program programmed visibility type signal faces present at the time the signal faces are installed and adjusted.

Lamps conforming to the provisions of Section 86-4.01A, "Optical Units" of the Caltrans Standard Specifications shall be furnished by the Contractor.

PEDESTRIAN SIGNALS Pedestrian signals shall be Type A, conforming to the provisions of Section 86-4.05, "Pedestrian Signal Faces" of the Caltrans Standard Specifications and these Special Provisions.

Lamps conforming to the provisions of Section 86-4.01A, "Optical Units" of the Caltrans Standard Specifications shall be furnished by the Contractor.

MOUNTING ASSEMBLIES Mounting assemblies shall conform to the provisions of Section 86-4.06, "Signal Mounting Assemblies" of the Caltrans Standard Specifications and the details shown on applicable Caltrans Standard Plans.

**209-2.19 INLINE FUSE DISCONNECTOR** Inline fuse disconnectors and fuses shall conform to the provisions of Section 86-2.095, "Fused Splice Connectors" of the Caltrans Standard Specifications and these Special Provisions.

For 240 volt and 480 volt circuits, each connector shall be designed so that both conductors are disconnected simultaneously.

Inline fuse disconnectors shall be furnished with appropriately rated fuses.

**209-2.20 ACCESSIBLE PEDESTRIAN SIGNAL**

SYSTEM REQUIREMENTS - ADA pedestrian push buttons shall be Polara Navigator Accessible Pedestrian Signal, or approved equal, conforming to the following specifications:

A. VOICE MESSAGE
Vendor shall program special voice message onto push button station after receipt of order, before shipping to the City. Custom messages will be specified by City.

B. PUSH BUTTON STATIONS
Shall consist of 2-12 push button stations (maximum of three (3) per phase) controlled by a single base unit at/in the traffic control cabinet. Pedestrian push buttons shall be provided by the City. They are Navigator Push Button Station, 2-wire, 5"x7" 3 stage "B" sign, boot and hardware. Green Housing Polara N25BN0-G. These pedestrian push button stations are controlled by the Navigator APS Control Unit, 2 wire, which includes

Cable assembly and Interface board. Polara version 2.04 Nav-CCU/2. The control units are also provided by the City.

C. SYSTEM AUDIBLE FEATURES

System must be able to provide the following audible features:

1. A locating tone.
2. Five (5) walk sound choices (field selectable).
3. Three (3) Ped-clearance sound choices (field selectable).
4. Direction of travel (as standard feature with extended push).
5. Information message (custom feature with extended push).

D. AUDIBLE SOUNDS

All audible sounds must emanate from push buttons station.

E. AUDIBLE FEATURE

Each audible feature must be independently settable minimum and maximum volume limts.

F. AMBIENT NOISE

All sounds must automatically adjust to ambient noise levels over a 60dB range.

G. SYNCHRONIZED

All sounds for all push button stations must be synchronized.

H. AUDIBLE COUNTDOWN

System must be able to provide during audible countdown during ped clearance phase.

I. TRAFFIC CONTROL CABINET

Push button stations must require only two wires coming from the traffic control cabinet for each /crosswalk.

J. DIRECTIONAL ARROW

Each push button station must a 2” button with a tactile raised directional arrow on the button. The arrow must be able to be changed to one (1) of four (4) directions.

K. VIBRATE

The arrow/button must vibrate during the walk period, following a button push.

L. FRAME

Push button station frame shall be made of cast aluminum with mounting holes to hold a 5” x 7-3/4” or larger pedestrian sign.

M. HANDHELD INFRARED DEVICE

All volumes and optional features are to be settable using a handheld infrared device with password security.

N. GLOBAL UPDATING

Infrared device shall be capable of setting/updating all push button stations on the intersection from a single push button station (Global Updating)

O. MUTE

System must be able to mute sounds on all crosswalks except activated crosswalk (selectable feature).

P. LANGUAGE CAPABILITY
System must be able to have multiple language capability, selectable by user.

Q. EMERGENCY PREEMPTION
System shall be able to play emergency preemption message.

R. SELF TEST BUTTONS
System shall be able to self test buttons and report any faults to traffic controller.

**209-4.9 LED LUMINAIRES** The following section is added to the Special Provisions. This specification sets forth the minimum requirements for an LED Luminaire.

**209-4.9.1. GENERAL** Each luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply). The minimum operational life of 63,000 hours shall be rated for each luminaire. The individual LEDs shall be connected such that a catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.

**209-4.9.2. LUMINAIRE REQUIREMENTS**

The LED luminaire provided shall be a CREE (BetaLED) STR-LWY-3M-HT-06-D-UL-SV-700-43K-R-SC-UTL (200W HPS equivalent), or City approved equivalent, in order to match other products in use in San Leandro.

**209-4.9.2. LED MODULE/ARRAY REQUIREMENTS**

Lumen Depreciation of LED Light Sources and Ingress Protection LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.

Light Distribution Light distribution shall be in accordance with IESNA Type III Lighting Distribution.

**209-4.9.3. POWER SUPPLY/DRIVER REQUIREMENTS**
Operating Voltage The operating voltage is 120 VAC.

Power Factor The luminaire shall have a power factor of 0.90 or greater.

Max. Amperage at LED The Driver and LED arrays shall be designed for multi-current input operation, with switchable ratings at 350 mA, 525 mA and 700 mA.

Operating Temperature Power Supply shall operate between -4°F and 122°F.

RF Interference The luminaires and associated on-board circuitry shall meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.
Ballast shall be regulator type integral with the luminaires.

## SECTION 210 PAINT AND PROTECTIVE COATINGS

**210-1 PAINT.** Paint shall conform with section 210-1 "Paint" of the standard specifications and these special provisions.

**210-1.6.1 General.** The following is added to section 210-1.6.1 "General" of the standard specifications: Unless otherwise specified or shown on the plans, traffic striping and pavement markings shall be thermoplastic conforming to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the most current edition of the California Department of Transportation (Caltrans) Standard Specifications.

Bike legends shall be painted conforming to the provisions of Section 84-3, "Painted Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications.

**210-3 GALVANIZING.** Galvanizing shall conform with section 210-3 "Galvanizing" of the standard specifications and these special provisions.

**210-3.1 General**. The following is added to section 210-3.1 "General" of the standard provisions: All galvanizing shall be hot dip except repair per section 210-3.5.

**210-3.5.3 Zinc Dust Paint.** This section is deleted from the standard specifications. Zinc Dust Paint is not permitted.

## SECTION 211 SOILS AND AGGREGATE TESTS

**211-1 SIEVE ANALYSES.** Work shall be done per the standard specifications.

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

**211-2.1 Laboratory Maximum Density.** The following is added to section 211-2.1 "Laboratory Maximum Density" of the standard specifications: Relative compaction tests will be performed in accordance with California Test Methods 216 and 231 for soils and aggregates, and California Test Methods 231, 308 and 375 for asphalt concrete.

**211-3 SAND PERMEABILITY TEST.** Work shall be done per the standard specifications.

**211-4 PERMEABILITY TEST.** Work shall be done per the standard specifications.

## SECTION 214 PAVEMENT MARKERS

Section 214 is replaced in it's entirety by Section 85 of the Caltrans Standard Specifications and these special provisions.

**85-1.02 TYPE OF MARKERS.** The following is added to section 85-1.02 "Type of Markers" of the Caltrans Standard Specifications:

Type I – Two-Way Blue Reflective Markers

**85-1.055 ADHESIVES.** The following modification is made to section 85-1.055 "Adhesives" of the Caltrans Standard Specifications: Epoxy adhesives shall not be used. All markers shall be secured with bituminous adhesives.

## SECTION 215 ROADSIDE SIGNS, CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL SIGNS

The following section is added to the standard specifications.

### 215-1 ROADSIDE SIGNS

#### 215-1.1 General.

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.

Signs for school zones shall be color "Yellow Green".

All signs shall conform to the current Manual of Uniform Traffic Control Devices (MUTCD) 2003 and MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control, and these specifications.

#### 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.

Fiber washers shall be commercial quality.

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

### 215-2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

#### 215-2.1 General.

All construction area signs shall conform to the nominal dimensions, color and legend requirements of the plans, the current Manual of Uniform Traffic Control Devices (MUTCD) 2003 and MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control, and these specifications. All sign panels shall be the product of a commercial sign manufacturer.

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

Signs shall be 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 |
| W8-8 “Rough Road” | 0.75 m (30”) x 0.75 m (30”) minimum |
| W8-7 “Loose Gravel” | 0.75 m (30”) x 0.75 m (30”) minimum |
| W21-2 “Fresh Oil” | 0.6 m (24”) x 0.6 m (24”) minimum |
| Type P “Steel Plates Ahead” | 0.9 m (36”) x 0.9 m (36”) minimum |

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements of the current Manual of Uniform Traffic Control Devices (MUTCD) 2003 and MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control. A significant difference between day and night-time reflective color will be grounds for rejecting signs.

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

## 215-3 TRAFFIC CONTROL SIGNS

### 215-3.1 General.

All traffic control signs shall conform to the nominal dimensions, color and legend requirements of the plans, the current Manual of Uniform Traffic Control Devices (MUTCD) 2003 and MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control, and these Specifications. All sign panels shall be the product of a commercial sign manufacturer.

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

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

All traffic control 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 2006 edition and 2008 supplements thereto, adopted by the Southern California Chapter of the American Public Works Association; and Sections 82, 84, 85, and 86 of the May 2010 edition of California Department of Transportation (Caltrans) Standard Specifications; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

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

## SECTION 300 EARTHWORK

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

**300-1.1 General.** The following is added to section 300-1.1 "General" of the standard specifications: Roots and stumps shall be removed to a minimum depth of 600 mm (24") below finish grade. Unless otherwise shown on the plans or directed by the Engineer, existing trees shall be protected and remain in place.

**300-1.3.1 General.** The following is added to section 300-1.3.1 "General" of the standard specifications: Burning of material is not permitted. All sawcut residue shall be collected concurrent with the sawcutting operation by vacuum or other method approved by the Engineer and disposed of by the Contractor.

**300-1.3.2 Requirements**. The following modifications are made to section 300-1.3.2 "Requirements" of the standard specifications: Existing AC and PCC improvements shall be sawcut to a minimum depth of 150 mm (6"). PCC improvements to be removed shall be sawcut along existing scorelines.

**300-1.4 Measurement And Payment** The following is added to section 300-1.4 Payment for all work described in section 300-1.4 is included in the contract price paid for the bid item for which the area is cleared and grubbed.

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

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

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

Scarfication and cultivation of the upper 6" of subgrade shall be required prior to determination of Unsuitable Material per Section 300-2.

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

The subgrade relative compaction shall not be less then 95 percent in all areas where curb, gutter, driveway, curb ramp or sidewalk is to be placed.

The subgrade relative compaction shall not be less then 90 percent in all areas where curb, gutter, driveway, curb ramp or sidewalk is to be placed.

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

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

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

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

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

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

**301-2.4 Measurement And Payment** The following is added to section 301-2.4 "Measurement and Payment" of the standard specifications: Payment for all work described in section 301-2.4 is included in the contract price paid for the bid item for which the area base is placed and prepared.

## SECTION 302 ROADWAY SURFACING

**302-12 FOG SEAL** The following section is added to the standard specifications.

**302-12.1 Application.** Prior to the applications of fog seal on existing pavement, the pavement shall be power broomed to remove all dirt, rocks, leaves, water, or other foreign material.

Fog seal shall be applied at a rate of 0.05 to 0.10 gallon per square yard. Application shall commence after 7:00 a.m. and shall be completed prior to 1:00 p.m. Fog seal shall not be applied when the air temperature is less than 40 degrees Fahrenheit. Adjacent improvements shall be protected from overspray. The area shall not be opened to traffic until the fog seal has penetrated or dried to the extent that no free liquid remains on the surface.

Fog seal shall be applied to the surface of any area where pavement stripes and markings have been removed and are not to be subsequently resurfaced and shall be immediately covered by broadcasting sufficient common sand to prevent the emulsion from being tracked by vehicles.

All asphalt concrete to be subsequently resurfaced and/or chip or slurry sealed shall be fog sealed. All parking lots shall be fog sealed.

**302-12.2 Measurement And Payment.** Bid item ( 24 ) shall include all work required by section 302-12.

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

**302-5.1 General.** The following is added to section 302-5.1, "General", of the standard specifications:
The Contractor may use Recycled Asphalt Concrete (RAC) conforming to Section 203-7 for base courses (lower lifts). The top 2 ½" comprising the final lift, surface or riding course, shall be Asphalt Concrete conforming to Section 203-6.

All streets shall be paved with five (5) calendar days from the date of completion of the keycut or excavation work. Contractor shall be subjected to liquidated damages as indicated in Section 6-9 if this requirement is not met.

**302-5.3 Prime Coat.** The following is added to section 302-5.3, "Prime Coat", of the standard specifications: Unless otherwise noted on the plans, prime coat shall not be required.

**302-5.4 Tack Coat.** The following is added to Section 302-5.4, "Tack Coat", of the Standard Specifications :

Prior to the application or tack coat on existing pavement, the pavement shall be power broomed to remove all dirt, rocks, leaves water or other foreign material and shall be done to the satisfaction of the Engineer.

Tack coat shall be applied where AC is to be installed directly on any existing hard surfaced pavement or improvement or to the surface of any course over 12 hours old or when the Engineer determines that the surface condition of the course will prevent a satisfactory bond between it and the succeeding course.

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

Asphalt concrete shall be placed only upon the specific approval of the Engineer. The Engineer's decision regarding satisfactory paving conditions shall be final. Open graded asphalt concrete shall not be placed when atmospheric temperature is less then 70° Fahrenheit.

Asphalt concrete shall be laid in courses between 2 ½" and 3" in thickness.

The tracks or wheels of spreading equipment shall not be operated on the new asphalt concrete pavement until final compaction has been completed. Trucks, loaded or empty, shall not be allowed on the new roadway surface until the asphalt concrete reaches ambient temperature.

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

Spreading and compacting of asphalt shall be performed by any method which will produce an asphalt concrete pavement of uniform smoothness, texture and density.

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

**302-5.6.1 General.** The following is modifications are made to section 302-5.6.1, "General" of the standard specifications:

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

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

Open graded asphalt concrete shall be placed at temperatures between 200° and 250° Fahrenheit and shall be compacted as soon as possible after placement.

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

**302-5.6.2 Density and Smoothness.** The following is added to section 302-5.6.2, "Density and Smoothness" of the standard specifications:

Low areas for pavement not meeting smoothness tolerances shall be ground to one-inch (1') minimum depth and repaved. High areas shall be ground to tolerance with diamond blade pavement grinder (Caltrans designations PGD1A) and fog sealed in accordance with Section 302-1.12 of these Special Provisions. All corrective work shall be at Contractor sole expense.

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

**302-5.8 Manholes (and other structures).** The following is added to Section 302-5.8 "Manholes (and other structures)" of the Standard Specifications:

All utility frame and covers shall be adjusted to grade in conformance with the details shown of City Standard Plan "Utility Frame and Cover Adjustment" (Dwg. 222, Case 3101).

Structures shall be reset in accordance with section 301-1.6.

**302-5.9 Measurement and Payment.** The following is added to section 302-5.9, "Measurement and Payment", of the standard specifications:
Bid item ( 15 ) shall include payment for all work required by section 302-5 excluding 2' tie in paving which is included in the bid item for concrete work.

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

## SECTION 303 CONCRETE AND MASONARY CONSTRUCTION

**303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.** Concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps, and driveways shall conform with section 303-1 "Concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps, and driveways" of the standard specifications and these special provisions.

**303-5.1.1 General:** The following modification is made to section 303-5.1.1, "General", of the standard specifications: Work shall be installed without a finish coat.

**303-5.2.2 Slip-Forms.** The following is added to section 303-5.2.2, "Slip-Forms", of the standard specifications. Slip forming of curb and gutter shall be allowed only upon the written request of the Contractor which includes a list of not less than three locations of satisfactory slip formed work within a radius of 25 miles of the City of San Leandro for approval by the Engineer.

All requirements, specifications, tolerances, etc. of formed in place curb and gutter shall apply to slip-formed installations.

Slip-formed sidewalk and driveways are prohibited.

**303-5.4.2 Expansion Joints.** The following is added to Section 303-5.4.2, "Expansion Joints", of the Standard Specifications.

Expansion joints in longitudinal sections of curb, gutter and sidewalk shall be at intervals of 16 to 20 feet, where directed by the Engineer, or where designated on the plans.

**303-5.5.2 Curb.** The following modification is made to section 303-5.5.2, "Curb", of the standard specifications: Mortar shall not be applied to any part of the curb.

**303-5.9 Measurement and Payment.** The following is added to section 303-5.9, "Measurement and Payment", of the standard specifications:

Curbs shall be measured linearly along the top at the face. Curb and gutter shall be measured linearly at the flow line. Two foot tie in paving to be included in the cost of curb. Walks shall be measured linearly along the centerline and multiplied by the width, unpaved areas for boxes, planting, vaults, etcetera shall be deducted. Valley gutters shall be measured linearly along the flow line. Access ramps and driveways shall be paid on a unit basis unless otherwise shown on the bid form.

All work listed in section 303-5 shall be included in the individual bid items 1, 2, 3, 6, 7, and 13.

**303-6 STAMPED CONCRETE**

**303-6.1 GENERAL** Stamped concrete shall conform to the provisions of Section 303-6, "Stamped Concrete", of the Standard Specifications and these Special Provisions and shall be constructed in accordance with the details shown on the City of San Leandro Standard Plan for "Stamped Concrete Paving", (Dwg. 116, Case 3101) and the specifications shown on the City of San Leandro Standard Plan for "General Concrete Notes", (Dwg. 104, Case 3101).

In lieu of the required sample, the Contractor may submit a list of not less than three locations where running bond cobblestone pattern decorative concrete pavement has been constructed by him or the subcontractor assigned to the work within a radius of 25 miles of the City of San Leandro for approval by the Engineer.

Upon the written approval of the Engineer, the required sample will be waived.

**303-6.2 CONCRETE PLACEMENT** Concrete placement shall conform to the provisions of Section 303-6.2, "Concrete Placement", of the Standard Specifications and these Special Provisions.

The concrete mix shall conform to the provisions of Section 201-1.1.5, "Stamped Concrete", of these Special Provisions. The concrete mix shall be placed and screeded to grade and shall be wood floated to a uniform surface.

The Contractor shall protect the adjacent curb and gutter from color staining during the stamped concrete operation.

The sealed surface shall be polished by a fine brush which shall remove residual dust from the cracks and pores.

**303-6.3 PATTERN** Stamped concrete pattern shall conform to the provisions of Section 303-6.3, "Pattern", of the Standard Specifications and these Special Provisions.

The pattern shall be BOMANITE-"Running Bond Cobblestone" or approved equal.

The running bond cobblestone texture forming tools shall be applied to the concrete while the concrete is still plastic. The use of visqueen or similar plastic sheeting during the forming process will not be permitted.

**303-6.4 CURING** Curing of stamped concrete pattern shall conform to the provisions of Section 303-6.4 and Section 303-7.4 "Curing", of the Standard Specifications and these Special Provisions.

A colorwax curing and finishing compound shall be applied to the concrete. The colorwax shall match the color of the hardener and shall be thinned in the proportion of four parts wax to three parts mineral spirits (paint thinner). The colorwax shall be uniformly applied with a roller or motor driven power sprayer. The coverage shall be approximately 600 to 650 square feet per gallon of unthinned colorwax.

**303-6.5 MEASUREMENT AND PAYMENT -- BID ITEM NO. (** 12 **)** The Contract paid per square foot for Stamped Concrete, Bid Item No. (12 ) shall include full compensation for all work listed in Section 303-6, Stamped Concrete.

**303-7 COLORED CONCRETE** Color application shall conform to the provisions of Section 303-7, "Colored Concrete", of the Standard Specifications.

Color application shall be by Method A or Method B.

## SECTION 306 UNDERGROUND CONDUIT CONSTRUCTION

### 306-1 OPEN TRENCH OPERATIONS.

**306-1.1 Trench Excavation.**

The following is added to section 306-1.1, "Trench Excavation", of the standard specifications:

Ground water shall be removed from the trench and kept to a level six (6) inches below the structure subgrade.

**306-1.1.2 Maximum Length of Open Trench.** The following is added to section 306-1.1.2, "Maximum Length of Open Trench", of the standard specifications:
All trenches must be backfilled and temporarily resurfaced or plated with steel trench plates or protected by K-Rail at the end of each working day.

**306-1.1.6 Bracing Excavations.**
The following is added to section 306-1.1.6, "Bracing Excavations", of the standard specifications:

Prior to any excavation five (5) feet or more in depth, the Contractor shall submit for the acceptance of the Engineer:

(1) A detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation of any trench or trenches five (5) feet or more in depth. If the plan varies from the shoring system standards established by the construction safety order, the plan shall be prepared by a registered Civil or Structural Engineer.

(2) The permit required by Labor Code Section 6700-6708 from the Division of Industrial Safety.

Shoring or other provisions to support said excavations will not be inspected by the City.

**306-1.2.2 Pipe Laying.** The following is added to Section 306-1.2.2, "Pipe Laying", of the Standard Specifications.

The Contractor shall confirm that the locations and elevation of existing facilities in the vicinity of pipe laying shown on the plans are correct. The Contractor shall report any discrepancies or conflicts to the Engineer.

**306-1.3.9 Controlled Density Fill (CDF).** The following section is added to the standard specifications:
.
Trenches may be backfilled with CDF in accordance with this section.

The CDF mix shall conform to the requirements to Section 201-6, "Controlled Low Strength Material," of these Special Provisions.

CDF may be discharged from the transit mixer by any reasonable means into the area to be filled. CDF shall be brought uniformly to the elevation shown on the plans and receive a wood float finish for subsequent AC placement. The ends of trench sections to be filled with CDF shall have appropriate bulkheads to contain the mixture.

Pipes that may float shall be securely anchored in place and CDF placed in lifts. The first lift shall not be higher than the mid-point of the pipe. The first lift shall be allowed to consolidate sufficiently to provide anchorage for the pipe before subsequent lifts are placed on top.

The backfill shall be consolidated in accordance with Section 303-1.8.4 "Consolidating", of the Standard Specifications.

**306-1.5.1 Temporary Resurfacing.** The following is added to section Section 306-1.5.1. "Temporary Resurfacing", of the Standard Specifications.
Temporary resurfacing material shall be D2-SC-800.

**306-1.6 Basis of Payment for Open Trench Installations.** The following is added to section 306-1.6, "Basis of Payment for Open Trench Installations", of the standard specifications:

Bid item ( 9 ) shall constitute full compensation for all work required by section 306-1 "Open Trench Operations"

**306-2 JACKING OPERATIONS.** Work shall be done per the standard specifications

**306-3 TUNNELING OPERATIONS.** Work shall be done per the standard specifications

**306-4 CAST-IN-PLACE NON REINFORCED PIPE (CIPCP).** Work shall be done per the standard specifications

**306-5 ABONDONMENT OF CONDUITS AND STRUCTURES.** Work shall be done per the standard specifications

**306-8 MICROTUNNELING.**

**306-9 HORIZONTAL DIRECTIONAL DRILLING.** The following sections are added to the standard specifications.

**306-9.1 General** Directional drilling consists of use of the technique of creating and directing a bore hole along a predetermined path to a specified target location where indicated on the plans to install conduits. This technique shall involve the use of mechanical hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course.

Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of Bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operation so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited.

The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward. After installation of conduit in the bored hole, the hole shall be sealed with Bentonite slurry.

The mobile horizontal directional drilling system shall be capable of being started at the existing finish grade at an incline angle to achieve require depth. The equipment shall be capable of drilling a 50 mm to 75mm diameter pilot hole to a distance of 60 meters.

The contractor shall be responsible for field locating existing facilities that may be in conflict with new conduits, including existing traffic detector loops and sanitary sewer laterals and gas, water, electric telephone CATV underground services. The Contractor shall maintain existing facilities in the vicinity of new conduits and shall repair all damage resulting from the Contractor's operations within 48 hours at the Contractors expense. Where new conduits conflict with an existing utility or other underground installation, the depth of the new conduit shall be increased to avoid the conflict. The Contractor is responsible for avoiding damaging or removing curb ramps and will be responsible for repairing them at his expense. Minimum clearance from existing utilities shall conform to utility owner requirements.

**306-9.2 Measurement & Payment.**

Bid item ( 9 ) shall constitute full compensation for all work described by section 306-9.

## SECTION 307 STREET LIGHTING AND TRAFFIC SIGNALS

### 307-1 GENERAL

**TRAFFIC SIGNALS –**Traffic Signal and Street Light modifications shall conform to the provisions of Section 86, "Signals and Lighting", of the California Department of Transportation (Caltrans) Standard Specifications most current edition, and these Special Provisions.

Standard Plans referenced in this Section 307, "Street Lighting and Traffic Signals", shall mean the California Department of Transportation (Caltrans) Standard Plans most current edition, and the City of San Leandro Standard Plans.

**STREET LIGHT AND PARK LIGHTING –** The furnishing and installing, modifying or removing of Lighting Systems shall conform to the provisions of Section 307, "Street Lighting and traffic Signals", of the Standard Specification and these Special Provisions.

Standard Plans referenced in this Section 307, "Street Lighting and Traffic Signals", for Lighting Systems shall mean the City of San Leandro Standard Plans.

### 307-1.1 DESCRIPTION

### 307-1.3 EQUIPMENT LIST AND DRAWINGS

**TRAFFIC SIGNAL SYSTEMS** Equipment list and drawings of electrical equipment and material shall conform to the provisions of Section 86-1.03, "Equipment List and Drawing", of the Caltrans Standard Specifications and these Special Provisions.

The Controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The Contractor shall furnish a maintenance manual for all controller units, auxiliary equipment, vehicle detector sensor units, control units and amplifiers. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

A. Specifications
B. Designs characteristics
C. General operation theory
D. Function of all controls
E. Trouble shooting procedure (diagnostic routine)
F. Block circuit diagram geographical components
G. Geographical layout of components
H. Schematic diagrams
I. List of replaceable component parts with stock numbers

**STREET LIGHTING AND PARK LIGHTING SYSTEMS** Equipment list and drawings of electrical equipment and material shall conform to the provisions of Section 307-1.3, "Equipment List and Drawings", of the Standard Specifications and these Special Provisions.

In addition to the list of equipment and materials which the Contractor proposes to install, the Contractor shall furnish a maintenance manual for all controller units, auxiliary equipment, and control units. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted upon project completion. The maintenance manual shall include, but need not be limited to, the following items:

A. Specifications
B. Designs characteristics
C. General operation theory
D. Function of all controls
E. Trouble shooting procedure (diagnostic routine)
F. Block circuit diagram
G. Geographical layout of components
H. Schematic diagrams
I. List of replaceable component parts with stock numbers
J. Reduced "As Built" Record Drawing of the entire system, laminated in plastic and placed in the service enclosure.

## 307-1.4 WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

**TRAFFIC SIGNAL SYSTEMS, STREET LIGHTING SYSTEMS, PARK LIGHTING SYSTEMS** Manufacturers' warranties, guarantees and instruction sheets shall conform to the provision of Section 307-1.4, "Warranties, Guarantees and Instruction Sheets", of the Specifications and these Special Provisions.

The Contractor shall deliver the executed Guaranty form contained in the Proposal section of the Contract Book to the Engineer prior to initial acceptance of the work. The guaranty period shall be twelve (12) months after the date the Notice of Completion is recorded by the City.

The Contractor's attention is directed to the provisions of Section 2-4, "Contract Bonds", of these Special Provisions.

## 307-1.5 MAINTENACE OF EXISTING SYSTEMS

**TRAFFIC SIGNAL SYSTEMS** Maintaining existing temporary Signal systems shall conform to the provisions in Section 86-1.05, "Maintaining Existing and Temporary Electrical Systems", of the Caltrans Standard Specifications and these Special Provisions.

These Special Provisions will not relieve the Contractor in any manner of his responsibilities as provided in Section 7, "Responsibilities, of the Contractor", in the Standard Specifications For Public Works Construction.

The Contractors attention is directed to Section 7-10.1.1 "Pedestrian Access" of these Special Provisions.

At least three (3) days prior to performing any work on existing City systems, the Contractor shall notify the City of San Leandro Electrical and Signal Maintenance Supervisor, at (510) 577-3445.

Traffic signal system shutdown shall conform to the provisions of Section 315-3, "Traffic Control Systems", of these Special Provisions.

**STREET LIGHITING AND PARK LIGHTING SYSTEMS** Maintaining existing and temporary Lighting Systems shall conform to the provision in Section 307-1.5, "Maintaining Existing and Temporary Electrical System", of the Standard Specifications and these Special Provisions.

At least three (3) days prior to preferring any work on existing City systems, the Contractor shall notify the City of San Leandro Electrical and Signal Maintenance Supervisor, at (510) 577-3445.

**307-1.5.1 MEASUREMENT AND PAYMENT – MAINTAINING EXISTING SYSTEM** The Contract lump price paid for Bid Item No. 8, 10, 11, 16, 17, 20, 21, 22,23 shall include full compensation for furnishing all work, materials, tools, equipment, and incidentals, and for doing all work involved in maintaining existing systems as shown on the plans, as specified in the Caltrans Standard Specifications, the Standard Specifications, and these Special Provisions, and as directed by the Engineer.

## 307-2 CONSTRUCTION GENERAL

### 307-2.1 EXCAVATION AND BACKFILL

Trench excavation and backfill shall conform to the provisions of Section 307-2.1 "Excavation and Backfill", of the Standard Specifications and these Special Provisions, City Standard Plan "Trench Backfill", (Dwg. 120, Case 3101) and "Trench Resurfacing", (Dwg. 122, Case 3101), and/or "Rock Cutting Excavator Trench", (Dwg. 124, Case 3101).

**TRAFFIC SIGNAL SYSTEMS** Removing and replacing improvements shall conform to Section 86-2.02, "Removing and Replacing Improvements", of the Caltrans Standard Specifications and these Special Provisions.

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Excavation and backfill shall conform to the provisions in Section 307-2.1, "Excavation and Backfill", of the Standard Specifications and these Special Provisions.

### 307-2.2 FOUNDATIONS

**TRAFFIC SIGNAL SYSTEMS** Foundation construction for Traffic Signal Systems shall conform to the provisions in Section 86-2.03 "Foundations", for the Caltrans Standard Specifications, Section 201-1, "Portland Cement Concrete" of the Standard Specifications and these Special Provisions and the details shown on applicable Caltrans Standard Plans.

Foundations standards shall conform to the details on Caltrans Standard Plans.

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Foundation construction for Lighting Systems shall conform to the provisions in Sections 307-2.2, "Foundations", of the Standard Specifications and these Special Provisions and the details shown on the Plans and as shown on the City Standard Plans.

### 307-2.3 STANDARDS AND STEEL PEDESTALS

**TRAFFIC SIGNAL SYSTEMS** Installation of standards, steel pedestals and posts Signal Systems shall conform to the provisions in Section 86-2.04 "Standards, Steel Pedestals and Posts", of the Caltrans Standard

Specifications, Section 209-2.1 of these Special Provisions, and the details shown on applicable Caltrans Standard Plans.

Holes left in the shaft of an existing standard due to the removal of equipment or mast arm must be sealed by fastening a galvanized steel disk to cover the hole. Fasten using a single cental galvanized steel fastener. Seal edges of the disk and hole with a polysulfide or polyurethane sealing compound complying with ASTM C 920, Type S, Grade NS, Class 25, Use 0.

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Installation of standards, steel pedestals and posts with anchor bolts and mounting assemblies for Lighting Systems shall conform to the provisions in Section 307-2.3, "Standards and Steel Pedestals", of the Standard Specifications and these Special Provisions, and the details shown on the Plans and the Standard Plans.

Holes left in the shaft of an existing standard due to the removal of equipment or mast arm must be sealed by fastening a galvanized steel disk to cover the hole. Fasten using a single cental galvanized steel fastener. Seal edges of the disk and hole with a polysulfide or polyurethane sealing compound complying with ASTM C 920, Type S, Grade NS, Class 25, Use 0.

**307-2.4 PULL BOXES**

**TRAFFIC SIGNAL SYSTEMS** Pull box installation for Traffic Signal Systems shall conform to the provisions of Section 86-2.06 of the Special Provisions, these Special Provisions, and the details shown on the Caltrans Standard Plan ES-8.

Where practical, pull boxes shall be installed adjacent to the back of curb with the long side parallel with the curb. Pull boxes shall not be located within the limits of wheelchair curb ramps.

Pull boxes shall rest on 12 inches of crushed drain rock as specified in Section 200-1.4. The top of the pull box shall be set flush with surface of the surrounding sidewalk or to the finished grade specified by the Engineer.

Grout shall not be placed in the bottom of new or existing pull boxes.

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Pull boxes installation shall conform to the provisions of Section 307-2.4, "Pull Boxes", of the Standard Specifications and these Special Provisions and the details shown on the Standard Plans.

Pull boxes shall be No. 3-1/2. Grout in the bottom of pull boxes will not be required.

A pull box shall be located at the base of each lighting standard.

Where practical, pull boxes shall be installed adjacent to the back of curb with long side parallel with the curb. Pull boxes shall not be located within the limits of wheelchair curb ramps.

Pull boxes shall rest on 12 inches of crushed drain rock as specified in Section 200-1.4. The top of the pull box shall be flush with surface of the surrounding sidewalk or to the finished grade specified by the Engineer.

Grout shall not be placed in the bottom of new or existing pull boxes.

**307-2.5 CONDUIT**

**TRAFFIC SIGNAL SYSTEMS** Conduit installation shall conform to the provisions in the Section 86-2.05, "Conduit", of the Caltrans Standard Specifications, Section 209-2.3 of these Special Provisions.

Conduit shall be laid to a minimum depth of 42 inches in Arterial streets, 36 inches in Collector and Minor streets, and 24 inches in all other areas except when "Trenching in Pavement Method is permitted.

Conduit runs to be located behind curbs may be installed in the street parallel to the curb.

Bedding for rigid non-metallic conduit shall be four (4) inches of sand conforming to Section 200-1.5 of these Special Provisions, except when "Trenching in Pavement Method" is permitted.

Trench backfill shall be Crushed Aggregate Base conforming to Section 200-2..2 and Section 306 of these Special Provisions and as detailed on City Standard Plan "Trench Backfill" (Dwg. 120, Case 3101) except as otherwise provided for in "Trenching in Pavement Method". Aggregate Base backfill shall be compacted to 95% relative compaction (90% under curb, gutter, sidewalk and driveway).

At the Contractor's option and sole expense, trenches, except for "Trenching in Pavement Method" trenches, may be backfilled with Control Density Fill (CDF) as detailed on City Standard Plans "Trench Backfill" (Dwg. 120, Case 3101) conforming to the provisions of Section 306-1.3.7 of these Special Provisions.

Conduit entering or leaving pull boxes shall be angled up at least 45 degrees. After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

A ground wire conforming to the provisions of Section 209-2.4 "Wire", of these Special Provisions shall be installed in all non-metallic conduit.

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Conduit installation for Lighting Systems shall conform to the provisions in Section 307-2.5, "Conduit", of the Standard Specifications and these Special Provisions.

Conduit shall be laid to a minimum depth of 42 inches in Arterial streets, 36 inches in Collector and Minor streets, and 24 inches in all other areas except when "Trenching in Pavement Method" is permitted.

Conduit runs to be located behind curbs or may be installed in the street parallel to the curb.

Bedding for rigid non-metallic conduit shall be four (4) inches of sand conforming to Section 200-1.5 of these Special Provisions, except when "Trenching in Pavement Method", permitted.

Conduit entering or leaving pull boxes shall be angled up at least 45 degrees. After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

A ground wire conforming to the provisions of Section 209-2.4 "Wire", of these Special Provisions shall be installed in all non-metallic conduit.

**307-2.6 WIRING**

**TRAFFIC SIGNAL SYSTEMS** Conductors, cables and wiring for Signal Systems shall conform to the provisions in Section 86-2.08, "Conductors", and Section 86-2.02 "Wiring" of the Caltrans Specifications and Section 209-2.4 of these Special Provisions.

CONDUCTOR IDENTIFICATION Conductor identification shall conform to the provisions of Section 86-2.08A, "Conductor Identification", of the Caltrans Standard Specifications and these Special Provisions.

Optical detector cable (ODC) function shall be permanently identified at all points of access (controller cabinets, pull boxes, handoles, etc.).

SPLICES Splices shall conform to the provisions of Section 86-2.09D, "Splicing", and Section 86-2.09E, "Splice insulation", of Specifications and these Special Provisions.

Splices shall be "Method B".

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Conductors cables and wiring for Lighting Systems shall conform to the provisions Section 307-2.6, "Wiring", of the Standard Specifications and these Special Provisions.

An approved fused disconnect splice connector shall be installed in each ungrounded conductor between the line and the ballast in the adjacent pullbox.

## 307-2.7 BONDING AND GROUNDING

**TRAFFIC SIGNAL SYSTEMS** Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding", of the Caltrans Standard Specifications and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall run continuously to the conduit, ground rod, or bonding wire in the adjacent pull box.
Grounding jumper shall not be visible after cap is poured on the foundation.

**STREET LIGHTING SYSTEMS AND PARK LIGHTING SYSTEMS** Bonding and grounding for Lighting Systems shall conform to the provisions in Section 307-2.7, "Bonding and Grounding", of the Standard Specifications and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall run continuously to the conduit, ground rod, or bonding wire in the adjacent pull box.

Grounding jumper shall not be visible after cap is poured on the foundation.

## 307-2.8 MEASUREMENT AND PAYMENT

Payment for all work described in section 307-2.1 "Excavation and Backfill" is included in the contract price paid for bid item 8 and 23 and 26 and no separate payment will be made therefore.

Payment for all work described in section 307-2.2 "Foundations" is included in the contract price paid for bid item 8 and 23 and 26 and no separate payment will be made therefore.

Payment for all work described in section 307-2.3 "Standard and Steel Pedestals" is included in the contract price paid for bid item 8, 23 and 26 and no separate payment will be made therefore.

Payment for all work described in section 307-2.4 “Pull Boxes” is included in the contract price paid for bid item 18 and no separate payment will be made therefore.

Payment for all work described in section 307-2.5 “Conduit” is included in the contract price paid for bid item 9 and no separate payment will be made therefore.

Payment for all work described in section 307-2.6 “Wiring” is included in the contract price paid for bid item 19 and no separate payment will be made therefore.

Payment for all work described in section 307-2.7 “Bonding and Grounding” is included in the contract price paid for bid item 19 and no separate payment will be made therefore.

**307-3.6 LUMINAIRES** Luminaires shall conform to the provisions of Section 209-4.9 “LED Luminaires”, of these Special Provisions.

LUMINAIRES shall have a pressure sensitive decal, visible from the street, displaying a number relating to the lamp wattage. EXAMPLE: “7” for 70 watts or “20” for 200 watts.

PHOTOELECTRIC CONTROL Photoelectric controls conforming to Section 209-4.7, “Photoelectric Controls”, of these Special Provisions and Section 86-6.07, “Photoelectric Controls”, of the Caltrans Standard Specifications shall be furnished and installed by the Contractor. Photoelectric controls shall be oriented to the North.

INLINE FUSE DISCONNECTOR AND FUSES Inline fuse disconnectors with fuses conforming to Section 209-2.13, “Inline Fuse Disconnector”, of these Special Provisions shall be furnished and installed according to the details on the City Standard Plan “Street Light Electric Service” (Dwg. 500C Case 3101).

**307-3.6.1 MEASUREMENT AND PAYMENT - LUMINARIES** The Contract lump sum price paid for Bid Item No. (26 ) shall include full compensation forall work listed in Section 307-3.6.

**307-4.6 SIGNAL HEADS** The installation of signal heads shall conform to the provisions of Section 86-4, “Traffic Signal Faces and Fittings”, of the Caltrans Standard Specifications and the details shown on Standard Plan ES-3A, ES-3B, ES-3C, ES-3D and ES-3E and these special provisions.

Vehicle signals and pedestrian signals shall conform to the provisions of Section 209-2.17, “Traffic Signal Faces, Fittings and Mountings Assemblies”, of these Special Provisions.

**307-4.10 PEDESTRIAN PUSH BUTTONS** Pedestrian push buttons shall be provided by the City. The Control units, poles, cables and interface board are to be installed and tested by the contractor as APS System.

**307-4.12 EMERGENCY VEHICLE PRE-EMPTION** Emergency vehicle pre-emption installation and equipment shall conform to the provisions of Section 86-3.08, “Auxiliary Equipment”, of the Caltrans Standard Specifications and these Special Provisions.

Emergency vehicle pre-emption equipment shall conform to the provisions of Section 209, "Electrical Components", of these Special Provisions.

**307-4.13 PAYMENT –**Payment for all work described in section 307-4 "Traffic Signal Construction" is included in the contract price paid for the bid items 8, 10, 11, 16, 17, 20, 21, 22, 23, 26 that contain traffic signal improvements and no separate payment will be made therefore.

**307-5 INSPECTION AND TESTING**

**307-5.2 TESTING** Testing shall conform to the provisions in Section 86-2.14, "Testing", of the Caltrans Standard Specifications and these Special Provisions.

**307-5.2.6 EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TESTING** The Contractor shall demonstrate that all of the components of each system are compatible and will perform satisfactorily as a system. Satisfactory performance shall be determined by having the manufacturer's representatives verify that the system is properly installed per the manufacturer's recommendations and by performing the following test:

1. The Contractor shall arrange to have two manufacturer representatives present at the time the equipment is energized and tested for operation. At least one of the manufacturer representatives shall be qualified to work on and install auxiliary equipment to the controller unit.

2. The manufacturer representative shall have their own vehicle equipped with a Class II (emergency) optical emitter assembly, and two-way radios to perform the test.

3.The test shall be conducted at a distance between 300 to 1,800 feet between the emitter and the detector as directed by a representative of the Fire Department and the Engineer.

4. The equipment shall be adjusted and retested until compliance with the specifications is demonstrated.

**307-5.2.7 PAYMENT** Payment for all work described in section 307-5 "Inspection and Testing" is included in the contract price paid for the bid items that contain traffic signal improvements and no separate payment will be made therefore.

**307-7 SALVAGE** Salvaging and reinstalling or stockpiling electrical equipment shall conform to the provisions in Section 86-7, "Salvaging and Reinstalling or Stockpiling Electrical Equipment", of the Caltrans Standard Specifications and these Special Provisions.

Salvaged electrical equipment not to be reused shall be delivered to the City of San Leandro Service Center at 14200 Chapman Road, San Leandro, California.

The Contractor shall provide equipment as necessary to safely load, transport, unload, and stockpile salvaged material. The Contractor shall notify the City's Electrical Maintenance Supervisor at (510) 577-3445, three (3) days to schedule delivery of salvaged material.

**307-7.1 PAYMENT** Payment for all work described in section 307-7 "Salvage" is included in the contract price paid for the bid items that contain traffic signal improvements and no separate payment will be made therefore.

## SECTION 310 PAINTING

**310-1 GENERAL.** Work shall be done per the standard specifications.

**310-5 PAINTING VARIOUS SURFACES.** Painting various surfaces shall conform with section 310-5, "Painting Various Surfaces", of the standard specifications and these special provisions.

**310-5.6.1 General.** The following is added to section 310-5.6.1, "General", of the standard specifications:

Contractor shall notify the Engineer five working days prior to removal of pavement stripes, markings and markers. Sand, paint and thermoplastic residue, or other materials used in the contractor's operations shall be contained, removed from the project site, and legally disposed of. Under no circumstances shall sand or other materials be permitted to enter the storm drain system.

Existing plastic traffic stripes and pavement legends shall be removed within the work areas by grinding. In areas not subsequently resurfaced, the pavement markings shall be ground in a rectangular pattern to completely obliterate the original message. The Contractor shall remove and legally dispose of the grinding material. All areas not subsequently resurfaced shall be fog and sealed and sanded. The Contractor shall remove and dispose of raised pavement markers and traffic bars within the work area.

Contractor shall, prior to the actual work, inventory and reference all existing striping, pavement markings, delinators, etc. and provide a copy to the Engineer. If existing striping is not recorded prior to the work, the City will deduct the cost of researching and redesigning striping plans from the money due or to become due from the Contractor.

Existing stripes and markings within fifty feet (50') of the Limit of Work shall be re-striped or touched up. Damaged or marred markers within 50' of Limit of Work shall be replaced.

Contractor shall replace all existing traffic stripes, pavement markings and markers after work is completed. Contractor shall notify the Senior Street Supervisor, Ron May, in Public Works Services, Street Maintenance (phone number 577-3449) five working days prior to removal of pavement stripes, markings and markers.

Temporary traffic markings, centerlines, lane lines, and temporary 8 inch white tape stop bar at each stop sign and traffic shall be installed immediately after their removal and at completion of the work and before the street is open to traffic or be subject to liquidated damages.

Striping layout lines shall be installed within twenty-four (24) hours after the street is opened to traffic or be subject to liquidated damages. Layout lines shall be "Cat Track" type markings. Paint drip lines are not acceptable as layout lines.

Before permanent markings are installed, the layout "Cat Track" marking lines shall be inspected and approved by the Engineer. A smooth transition shall be made on streets where widths of the street changes. The contractor shall allow 3 days for review. No compensation will be made for this delay.

Permanent pavement markers and thermoplastic striping and pavement markings not in conflict with vehicle detectors, manholes, monuments, cleanouts, etc. that require additional work shall be applied within three working days after the layout markings have been approved.

Pavement markers and thermoplastic striping and pavement markings in conflict with vehicle detectors, manholes, monuments, cleanouts, etc. that require additional work shall be painted with one coat of paint within three (3) working days after layout lines are approved by the Engineer. Permanent pavement markers and thermoplastic pavement markings shall be applied immediately after the additional work is complete.

Contractor's attention is directed to section 6-9 regarding liquidated damages for failure to install within specified time temporary stripes and markings, layout lines and permanent traffic stripes, markings, etc.

**310-5.6.1.1 Measurement And Payment.** The following section is added to the standard specifications: Bid item( 14 ) shall consititute full compensation for all work listed in section 310-5.6.1.

**SECTION 315 ROADSIDE SIGNS, CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL**

The following sections are added to the standard specifications:

## 315-1 ROADSIDE SIGNS

**315-1.1 General.** Roadside signs shall be installed at the locations shown on the plans and in accordance with the details. Contractor shall coordinate exact sign locations with the Engineer.

**315-1.2 Measurement and Payment.**

Bid item ( 5 ) and Bid item (25) shall constitute full compensation for all work required by section 315-1 including the pole.

## 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 1.5 m (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 2.1 m (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).

Construction Area Sign Type P "Steel Plates Ahead" signs shall be installed and maintained at all steel plated excavations. This requirement will apply continuously and will not be limited to normal working days and/or working hours (24 hours/day; 7 day/week).

W21-2, W8-7 and W8-8 or "Uneven Pavement" or Type P signs shall be placed on Type I barricades with operating flashers immediately prior to the work and along streets per above.

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, but at least once every four (4) months.

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional construction area sign panels, posts and mounting hardware. The Contractor shall maintain an inventory of commonly required items at the

jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

All 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 there of from money due or to become due from the Contractor.

**315-2.2 Measurement and Payment.**
Bid item ( 4 ) shall constitute full compensation for all work required by section 315-2.

## 315-3 TRAFFIC CONTROL SYSTEM, LANE CLOSURES AND DETOURS

### 315-3.1 General.

The Contractor shall submit a traffic control plan for approval of the City's Traffic Engineer prior to performing any work affecting public traffic. At all intersections of the streets listed in Section 7-10.3, Contractor shall use flagpersons to control traffic during construction. Flashing arrow boards shall be used at all intersections.

Traffic shall be directed through the construction zone by flagpersons as recommended by current State of California "Manual of Traffic Controls" or as directed by the Engineer. Flagpersons shall perform their duties and shall be provided with the necessary equipment in accordance with said "Manual of Traffic Controls".

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**.**

Traffic signal system shutdown shall be limited to periods between the hours of 8:00 a.m. and 2:30 p.m. no shut down shall occur on friday. The Contractor shall notify the City's Public Works Service Center, Electrical Section, (510) 577-3445, forty-eight (48) hours in advance of any traffic signal system shutdowns.

The Contractor shall place "Stop Ahead" and "Stop" signs to direct vehicles and pedestrian traffic through the intersection during traffic signal shutdown. Temporary "Stop Ahead" and "Stop" signs shall be either covered or removed when the system is turned on.

"Stop Ahead" and "Stop" signs shall be furnished by the Contractor. The minimum size of "Stop Ahead" and "Stop" signs shall be 900 mm (36").

For single lane approaches, one "Stop Ahead" and one "Stop" sign shall be placed for each single lane approach. For multiple lane approaches, two "Stop Ahead" and two "Stop" signs shall be placed for each multiple lane approach.

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 components 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.

During traffic stripe operations, traffic shall be controlled with lane closures, as provided for under "Traffic Control system" of these Special Provisions, or by use of an alternative traffic control plan proposed by the Contractor. The Contractor shall not start traffic stripe operations using an alternative plan until he has submitted his plan to the Engineer and has received written approval of said plan.

Alternative traffic control plans for striping operations shall conform to the provisions in section 7-10 "Public Convenience and Safety" of the Standard Specifications and these Special Provisions. Attention is directed to Section 214, "Pavement Markers" of these Special Provisions in regard to placing pavement markers with bitumen adhesive.

**315-3.2 Measurement and Payment.**
Bid item (4 ) shall constitute full compensation for all work required by section 315-3.

# ATTACHMENT A

## FEDERAL WAGE RATES (INTERNET WEBSITE ADDRESS)

http://www.wdol.gov/dba.aspx

## GENERAL DECISION NUMBER: CA140029

**CONTRACTOR IS REQUIRED TO REVIEW THE DOCUMENTS AT THE WEBSITE ABOVE, PAY ALL WORKERS THE HIGHER OF THE WAGE LISTED ABOVE OR THE WAGE LISTED IN ATTACHMENT B, AND INCLUDE ALL COSTS OF COMPLIANCE IN HIS BID.**

**CITY WILL PRINT THE PREVAILING WAGES 10 DAYS PRIOR TO BID AND INCLUDE THEM IN THIS CONTRACT VIA ADDENDUM.**

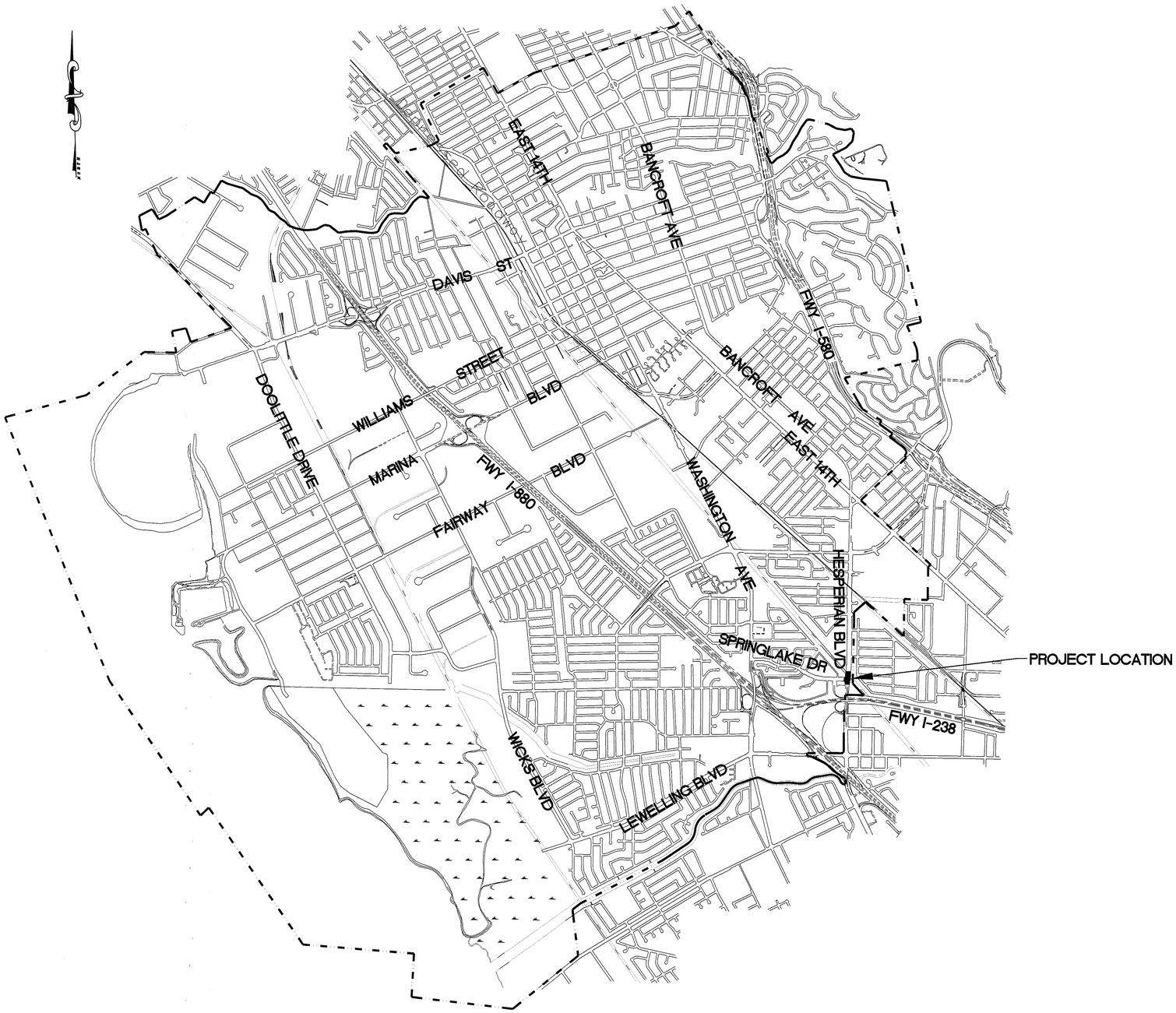
# ATTACHMENT B

## CALIFORNIA GENERAL PREVAILING WAGES AS OF October 1, 2013

**CONTRACTOR IS RESPONSIBLE FOR CHECKING MOST RECENT WAGE RATE. CONTRACTOR SHALL ALSO PAY HIGHER RATE OF EITHER FEDERAL WAGE DETERMINATION OR CURRENT STATE PREVAILING WAGE.**

# ATTACHMENT C

## Project approvals issued by outside agencies




VICINITY MAP

# CITY OF SAN LEANDRO

## HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

**PROJECT NO. 12-150-38-325**
**FEDERAL AID NO. CPUC 00 1 D-17-50/DOT 749745L**
**BID NO. 12-13.001**

| SHEET NO. | DRAWING | DWG. NO. | CASE NO. |
|---|---|---|---|
| 1 | TITLE SHEET | 3717 | 202 |
| 2 | IMPROVEMENTS | 3718 | 202 |
| 3 | TRAFFIC SIGNALS | 3719 | 202 |
| 4 | STANDARD PLANS | 3720 | 202 |
| 5 | STANDARD PLANS | 3721 | 202 |
| 6 | STANDARD PLANS | 3722 | 202 |

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.
2. CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE HIS WORK WITH THAT OF OTHERS IN AN EFFICIENT, CRAFTSMANLIKE AND TIMELY MANNER SO AS TO PROVIDE THE CITY WITH A WELL CONSTRUCTED, EASILY MAINTAINABLE PROJECT.
3. AT ALL TIMES, CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
4. THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON CALL PROGRAM. THE CONTRACTOR SHALL NOTIFY MEMBERS OF U.S.A. AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING 811 or (800) 227-2600.
5. WORK WITHIN 30' OF RAILROAD TRACK REQUIRES RAILROAD FLAG PERSON ON SITE PER UPRR PERMIT REQUIREMENTS. SEE THE APPENDED PAGES IN THE CONTRACT BOOK. COMPLETE DETAILS OF THE RAILROAD RIGHT OF ENTRY CONDITIONS ARE AVAILABLE AT WWW.UPRR.COM.
6. TEMPORARY TRAFFIC CONTROL SHALL BE PER CA MUTCD. ONLY ONE SIDE OF THE STREET SHALL BE OUT SERVICE FOR PEDESTRIANS AT A TIME.

PROJECT BENCHMARK:

THIS SURVEY IS BASED ON THE CITY OF SAN LEANDRO DATUM (NGVD29) – THE RIM OF THE SEWER MANHOLE IN THE CENTER MEDIAN OF HESPERIAN JUST NORTH OF THE SPRR WAS FOUND PER CITY RECORDS – ADJUSTED ELEVATION = 33.96

ABBREVIATIONS:

(E) = EXISTING
(N) = NEW
BW = BACK OF WALK
TC = TOP OF CURB
FL = FLOW LINE
EC = END OF CURVE
BC = BEGIN CURB
FC = FACE OF CURB
HP = HIGH POINT

LEGEND:

(N) PEDESTRIAN PUSH BUTTON POST.
(E) PEDESTRIAN PUSH BUTTON POST.
(E) SIGNAL POLE.
(N) SIGNAL POST.
(N) PULL BOX.
(E) PULL BOX.
(N) POLE & SIGN.
(E) POLE & SIGN.

REGISTERED PROFESSIONAL ENGINEER KENNETH C. JOSEPH No. 34870 Exp. 9/30/14 CIVIL STATE OF CALIFORNIA

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 |
|---|---|---|
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CITY OF SAN LEANDRO

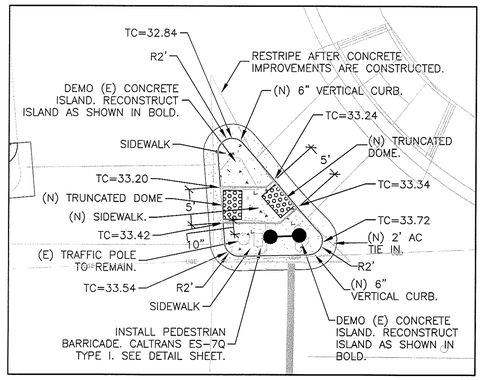
DESIGNED BY NNC DATE 5/14/2014
DRAWN BY AMS DATE 5/14/2014
PROJECT MGR. DATE 5/14/2014
TRANS ADMIN. RLG DATE 5/14/2014
SENIOR ENGR. DATE 5/14/2014
APPROVED BY DATE 5/14/2014
CITY ENGINEER, R.C.E. No. 34870

HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

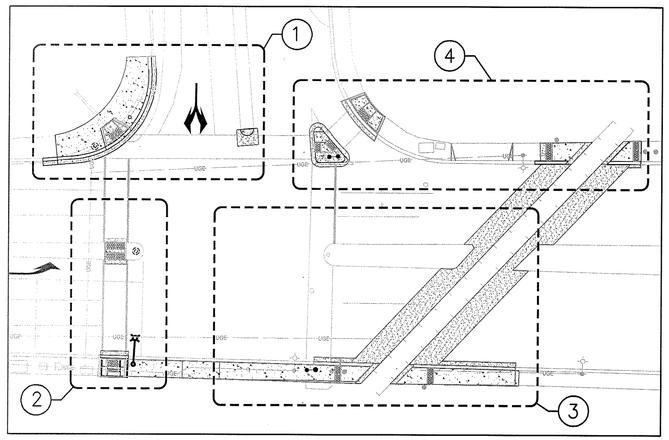
TITLE SHEET

AT FULL SIZE THIS LINE MEASURES 1"

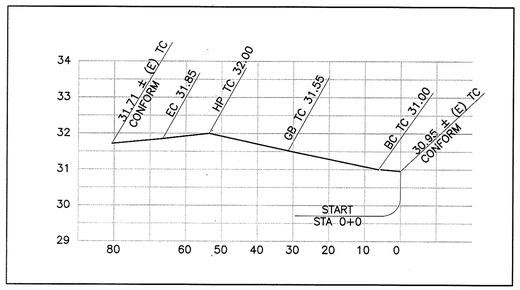
SHEET 1 OF 6
JOB NO. 12-150-38-325
SCALE NTS
DWG 3717 CASE 202



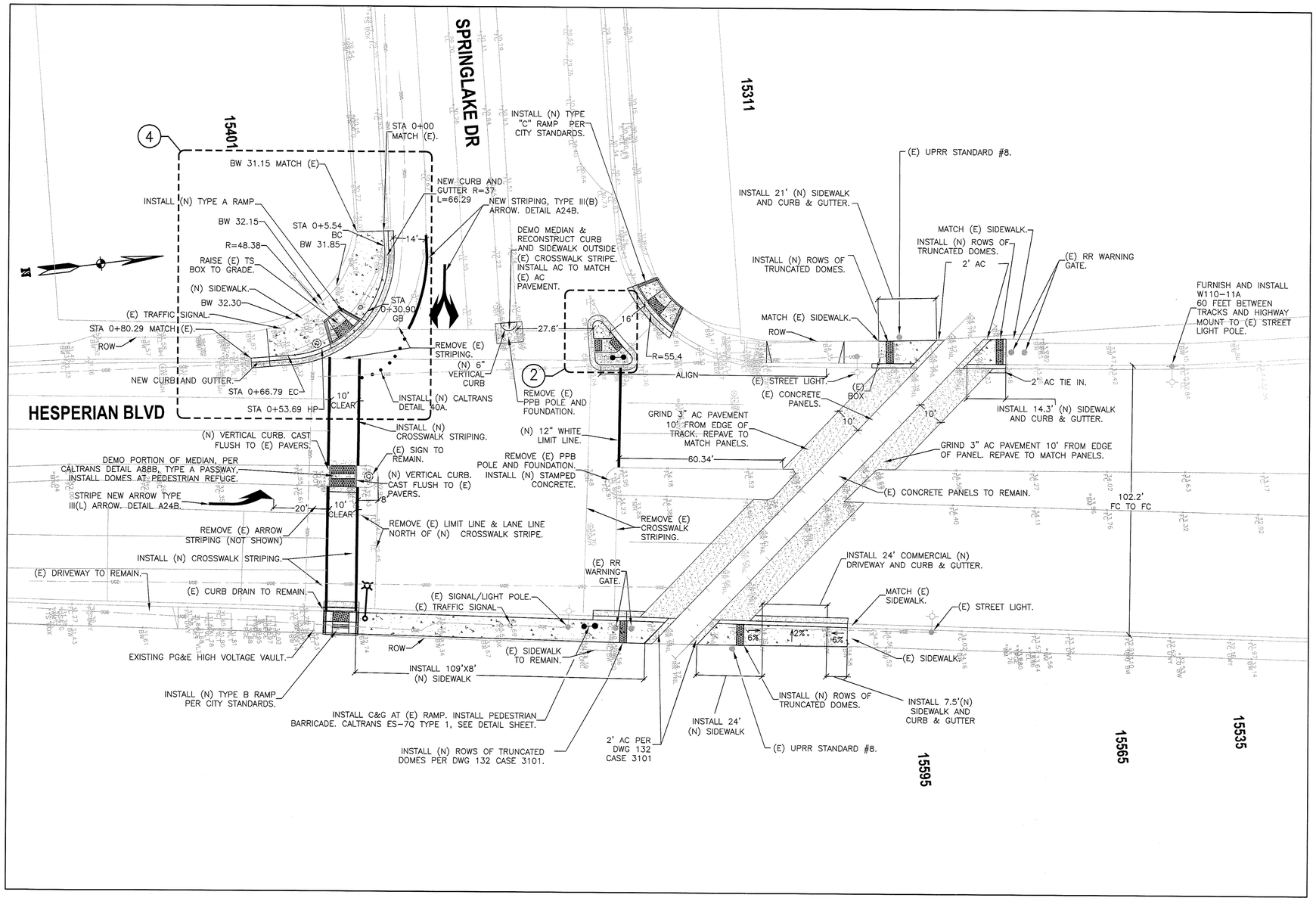

2 PORK CHOP ISLAND DETAIL
1"=10'




3 CONCRETE & SIGNAL WORK PHASING PLAN
1"=30'




4 CURB PROFILE – SW CORNER (TRUE LENGTH)
1"=20' HORIZ
1"=2' VERT




1 SITE PLAN
Scale: 1"=20'

NOTES:

1. UNDERGROUND ELECTRIC LINES (UGE) ARE SHOWN ON THE PLANS. THERE ARE OTHER UNDERGROUND UTILITIES PRESENT. PLANS CAN BE FOUND IN THE OFFICE OF THE ENGINEER.

LEGEND:

= CONCRETE (N)

= ASPHALT CONCRETE (N)

REGISTERED PROFESSIONAL ENGINEER KENNETH C. JOSEPH No. 34870 Exp. 9/30/15 CIVIL STATE OF CALIFORNIA

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 |
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# CITY OF SAN LEANDRO

| | | |
|---|---|---|
| DESIGNED BY | NNC | DATE 5/14/2014 |
| DRAWN BY | AMS | DATE 5/14/2014 |
| PROJECT MGR. | | DATE 5/14/2014 |
| TRANS ADMIN. | | DATE 5/14/2014 |
| SENIOR ENGR. | | DATE 5/14/2014 |
| APPROVED BY: | | DATE 5/14/2014 |

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

## HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

## IMPROVEMENT PLANS

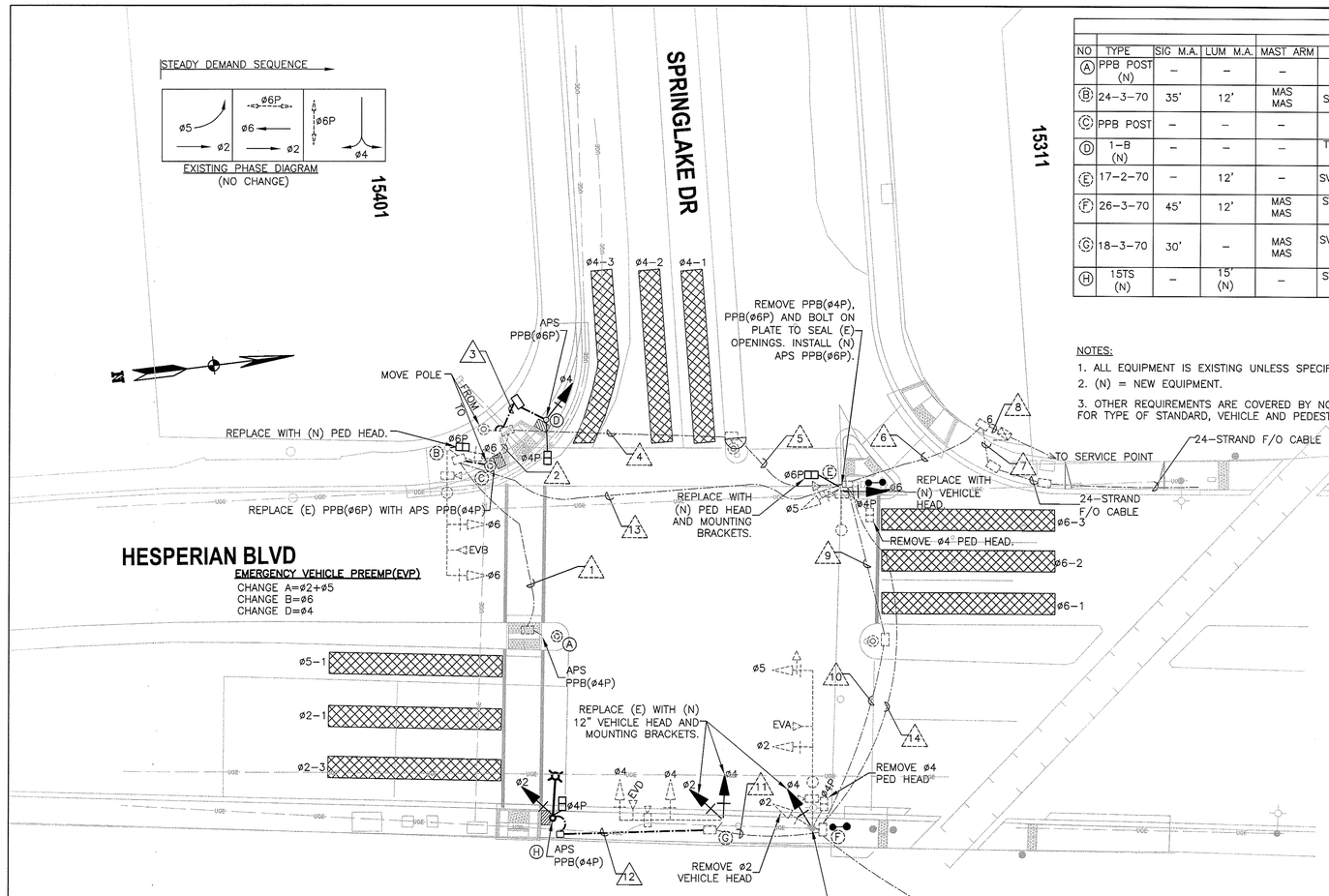
AT FULL SIZE THIS LINE MEASURES 1"

SHEET 2 OF 6

JOB NO. 12-150-38-325

SCALE AS NOTED

DWG 3718 CASE 202




| POLE AND EQUIPMENT SCHEDULE | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NO | TYPE | SIG M.A. | LUM M.A. | MAST ARM | POLE | PHASE | MTG | PHASE | ARROW | LUMINARE | SPECIAL REQUIREMENTS |
| A | PPB POST (N) | – | – | – | – | – | – | 4 (N) | BOTH (N) | – | |
| B | 24-3-70 | 35' | 12' | MAS MAS | SV-1-T | 6 (N) | SP-1-T | – | – | 200W HPS | EXISTING OPTICOM CHANNEL "B" ON SMA. EXISTING DETECTION CAMERA ON LMA. |
| C | PPB POST | – | – | – | – | – | – | 4 (N) | LEFT (N) | – | |
| D | 1-8 (N) | – | – | – | TV-1-T (N) | 4 (N) | SP-1-T (N) | 6 (N) | RIGHT (N) | – | |
| E | 17-2-70 | – | 12' | – | SV-2-TA | 6 (N) | SP-1-T (N) | 6 (N) | LEFT (N) | 200W HPS | EXISTING SNS "SPRINGLAKE DR" AND CCTV CAMERA ON POLE |
| F | 26-3-70 | 45' | 12' | MAS MAS | SV-1-T (N) | – | – | – | – | 200W HPS | EXISTING OPTICOM CHANNEL "A" ON SMA. EXISTING DETECTION CAMERA ON LMA. |
| G | 18-3-70 | 30' | – | MAS MAS | SV-2-TA (N) | – | – | – | – | – | EXISTING OPTICOM CHANNEL "D" AND DETECTION CAMERA WITH EXTENSION BRACKET ON SMA. EXISTING SNS "HESPERIAN BLVD" AND "SPRINGLAKE DR" ON POLE |
| H | 15TS (N) | – | 15' (N) | – | SV-1-T (N) | 4 (N) | SP-1-T (N) | 4 (N) | LEFT (N) | 200W EQV LED | |

NOTES:

1. ALL EQUIPMENT IS EXISTING UNLESS SPECIFIED OTHERWISE.
2. (N) = NEW EQUIPMENT.
3. OTHER REQUIREMENTS ARE COVERED BY NOTES, LEGEND, SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS. FOR TYPE OF STANDARD, VEHICLE AND PEDESTRIAN SIGNAL MOUNTING SEE STANDARD PLANS.

| CONSTRUCTION AND CONDUIT SCHEDULE | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AWG OR CABLE | CONDUCTOR RUN | CONDUIT RUN 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | RR |
| NO.14 | ø2 | | | | | | 3 | | 3 | 3 | 3 | 3 | (3) | | | |
| | ø4 | | (3) | (3) | | | 3(3) | | 3(3) | 3 | 3 | 3 | | (3) | | |
| | ø5 | | | | | | 3 | | 3 | 3 | 3 | | | | | |
| | ø6 | | 3 | | 3 | 3 | 3 | | 3 | | | | | | | |
| | ø4P | | (2) | (2) | | | 2(2) | | 2(2) | 2 | 2 | (2) | (2) | (2) | | |
| | ø6P | | 2 | | 2 | 2 | 2 | | 2 | | | | | | | |
| | PPB(ø4P) | (1) | | | | | 1(1) | | 1(1) | 1 | 1 | (1) | (1) | (1) | | |
| | PPB(ø6P) | | (1) | (1) | 1 | 1 | 1 | | 1 | | | | | | | |
| | PPB COMMON | (1) | 1 | (1) | 1 | 1 | 2 | | 2 | 1 | 1 | (1) | (1) | | | |
| | SPARES | | 3 | (3) | 3 | 3 | 6 | | 6 | 3 | 3 | (3) | (3) | | | |
| | RR PREEMPT | | | | | | 2 | | 2 | 2 | 2 | | | | | 2 |
| | TOTAL NO. 14 | (2) | 9(6) | (10) | 10 | 10 | 28(6) | | 28(6) | 18 | 18 | 6(7) | (10) | (6) | | 2 |
| NO.8 | LUMINAIRES | | 2 | | 2 | 2 | 4 | | 4 | 2 | 2 | (2) | (2) | | | |
| | SIGNAL COMMON | | 1 | (1) | 1 | 1 | 2 | | 2 | 1 | 1 | (1) | (1) | | | |
| | | | | | | | | | | | | | | | | |
| | TOTAL NO. 8 | | 3 | (1) | 3 | 3 | 6 | | 6 | 3 | 3 | (3) | (3) | | | |
| DLC | ø2 DETECTORS | 2 | 2 | | 2 | 2 | 4 | | 4 | 2 | 2 | 2 | | | | |
| | ø4 DETECTORS | | | | 2 | 2 | 2 | | 2 | | | | | | | |
| | ø5 DETECTORS | 1 | 1 | | 1 | 1 | 1 | | 1 | | | | | | | |
| | ø6 DETECTORS | | | | | | 1 | 5 | 6 | 1 | | | | | | |
| | | | | | | | | | | | | | | | | |
| | TOTAL DLC | 3 | 3 | | 5 | 5 | 8 | 5 | 13 | 3 | 2 | 2 | | | | |
| SIC | F/O (12 Strand) | | | | | | | 1 | 1 | | | | | | | |
| OPTICOM CABLE | CHANNEL A | | | | | | 1 | | 1 | 1 | 1 | | | | | |
| | CHANNEL B | | 1 | | 1 | 1 | 1 | | 1 | | | | | | | |
| | CHANNEL D | | | | | | 1 | | 1 | 1 | 1 | 1 | | | | |
| | | | | | | | | | | | | | | | | |
| | TOTAL OPTICOM | | 1 | | 1 | 1 | 3 | | 3 | 2 | 2 | 1 | | | | |
| CCTV/ VIDEO DET. | VIDEO CABLE | | | | | | 4 | | 4 | | | 1 | | 1 | 2 | |
| | VIDEO POWER | | | | | | 1 | | 1 | | | | | | | |
| | | | | | | | | | | | | | | | | |
| CONDUIT SIZE (INCHES) | | 1.5 | 2 | (3) | 2.5 | 2.5 | 2-2.5" | 2.5 | 2-2.5" | 2.5 | 2 | 2-2" | (3) | 2 | 2.5 | 1 |
| % CONDUIT FILL | | 13 | 23 | 4 | 17 | 17 | 23 | 8 | 27 | 19 | 25 | 11 | 5 | 6 | 3 | 5 |
| NEW (N) OR EXISTING (E) | | E | E | N | E | E | E | E | E | E | E | E | N | E | E | E |

NOTES:

ALL CONDUCTORS AND CONDUITS ARE EXISTING UNLESS SPECIFIED OTHERWISE.
()=NEW CONDUCTORS AND CONDUITS.

GENERAL NOTES:

1. WORK ON THESE PLANS SHALL CONFORM TO THE 2010 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS, STANDARD PLANS, SIGN SPECIFICATIONS SHEETS, SPECIAL PROVISIONS, THE 2012 CA MUTCD AND THE LATEST CITY OF SAN LEANDRO SPECIFICATIONS.
2. LOCATIONS OF CONTROLLER, STANDARDS, CONDUITS, PULL BOXES AND OTHER EQUIPMENT ARE APPROXIMATE AND WILL BE LOCATED IN THE FIELD AS DIRECTED BY THE ENGINEER.
3. ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY OVERHEAD AND UNDERGROUND CLEARANCE WITH PG&E, AT&T, AND OTHER AFFECTED UTILITIES PRIOR TO THE START OF WORK.
4. THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.
5. ALL PULL BOX SHALL BE NO.5 UNLESS OTHERWISE NOTED.
6. ALL NEW SIGNAL HEADS SHALL BE 12" INDICATIONS, WITH BACKPLATES AND TUNNEL VISORS.
7. ALL VEHICLE SIGNAL INDICATIONS SHALL BE LED INCANDESCENT LOOK.
8. CONDUIT INSTALLATION ACROSS ROADWAYS SHALL BE INSTALLED PER CITY REQUIREMENTS. THE CONTRACTOR SHALL CONFIRM WITH THE CITY INSPECTOR PRIOR TO INSTALLING CONDUITS. SEE CITY STANDARD DETAILS 120A&B AND 122AB&C.
9. ALL PEDESTRIAN SIGNAL HEADS SHALL BE LED "INCANDESCENT LOOK" AND "COUNT-DOWN" TYPE.
10. ALL PEDESTRIAN PUSH BUTTON (PPB) SHALL BE ACCESSIBLE PEDESTRIAN SIGNAL (APS) PPB
11. PPB HEIGHT SHALL BE 3'4" PER CALTRANS STANDARD PLAN ES-7A'
12. CONTRACTOR SHALL PROGRAM EXISTING ECONOLITE SOLO TERRA VIDEO DETECTION SYSTEM.

LEGEND:

30"x48" CLEAR SPACE FOR PPB

VIDEO DETECTION ZONE

REGISTERED PROFESSIONAL ENGINEER KENNETH C. JOSEPH No. 34870 Exp. 9/30/14 CIVIL STATE OF CALIFORNIA

CITY OF SAN LEANDRO INCORPORATED 1872

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# CITY OF SAN LEANDRO

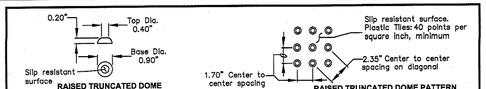
DESIGNED BY NNC DATE 5/14/2014
DRAWN BY AMS DATE 5/14/2014
PROJECT MGR. DATE 5/14/2014
TRANS ADMIN. DATE 5/14/2014
SENIOR ENGR. DATE 5/14/2014
APPROVED BY: DATE 5/14/2014
CITY ENGINEER, R.C.E. No. 34870

## HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

## TRAFFIC SIGNAL IMPROVEMENT PLANS

AT FULL SIZE THIS LINE MEASURES 1"

SHEET 3 OF 6
JOB NO. 12-150-38-325
SCALE 1"=20'
DWG 3719 CASE 202




15. TRUNCATED DOMES – PLASTIC TILES: Tiles shall be "Armor Tile" as manufactured by Engineered Plastics Inc., Tel: (800)-682-2525, or approved equal. Tiles shall be a single tile, full width x 36" deep nominal, manufactured of an epoxy polymer composite with an ultraviolet stabilized, colorfast coating employing aluminum oxide particles in the truncated cones. Color shall be Safety Yellow (Federal Color #33538). The tile shall incorporate an in-line pattern of truncated domes; 0.20" in height, 0.90" diameter at the base, and 0.40" diameter at the top of dome, spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side; rows shall be oriented parallel with ramp direction; domes shall be aligned throughout entire detectable surface area. The field area shall consist of a nonslip surface with a minimum of 40-90 raised points .045" high, per square inch. The tile shall be manufactured with embedment flanges, 3" center to center, 1" min. depth with 5/16" diameter holes, 3 holes minimum per flange. Where tiles are cut, sealant shall be worked under the tile along perimeter wherever the embedment flange is removed.

16. TRUNCATED DOMES – CONCRETE: Upon prior approval from Engineer high strength concrete panels reinforced with pre-stressed stainless steel strands may be used. Concrete panels shall be CASTinTACT Detectable Warning Panels Tel: (530) 878-2440 or approved equal; two panels max to achieve full width x 36" deep nominal; 7/8" thick, 69 MPa (10,000 psi) high strength concrete; 1/16" Type 304 SS pre-stressed reinforcement strands 4" O.C. each way and along edges; color shall be yellow unless otherwise specified. Installation shall be per manufacturers directions.

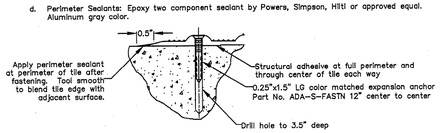
17. TRUNCATED DOMES – SURFACE APPLICATION: Upon prior approval from Engineer, retrofit and unique circumstances may allow surface application:

a. Surface applied detectable tiles shall be "Armor Tile" manufactured without embedment flanges and the edges shall be beveled, sloped at 1:2 maximum. When the detectable surface edge and/or dome is cut and the resulting edge is not flush with the surface of the ramp, the edge shall be beveled or conformed with perimeter sealant at 1:2 maximum slope in accordance with the manufacturer's requirements.

b. Adhesive: Urethane electrometric adhesive by Sika Corp., Uniroyal, Mapei, Bostik, or approved equal.

c. Fasteners: Color matched, corrosion resistant, flat head drive anchor: 1/4" diameter x 1-3/4" long, 12" center to center both directions minimum. Armor-Drive by Engineered Plastics or approved equal.

d. Perimeter Sealants: Epoxy two component sealant by Powers, Simpson, Hilti or approved equal. Aluminum gray color.




ACAD FILE NO. C3101D106D Rev4.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

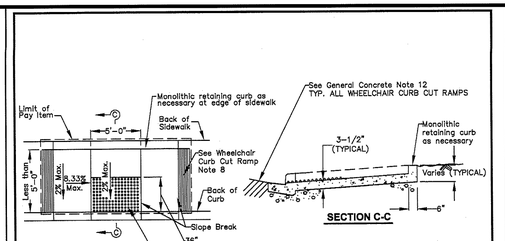
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Deleted all Metric dimensions | 4/24/13 | AMS |

WHEELCHAIR CURB CUT RAMP DETECTABLE WARNING SURFACE NOTES

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE June 2004 SCALE NONE SHEET 4 OF 4 DWG. NO. 106D CASE 3101

7 – Detail NTS




NOTE: SEE WHEELCHAIR CURB CUT RAMP AND DETECTABLE WARNING SURFACE NOTES DWG. 106C & 106D CASE 3101

ACAD FILE NO. C3101D106B Rev5.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Deleted all Metric dimensions | 4/24/13 | AMS |

WHEELCHAIR CURB CUT RAMP TYPE C & D

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE June 2004 SCALE NONE SHEET 2 OF 4 DWG. NO. 106B CASE 3101

5 – Detail NTS

1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Concrete shall be 213-C-17 (470-C-2500, 5 sack, one inch maximum aggregate, 2500 psi). Aggregate base (AB) shall be Crushed AB (CAB) or Crushed Miscellaneous Base (CMB).
3. Concrete for curb, gutter, sidewalk and driveway shall contain 0.45kg (one (1) pound) of lampblack per cu. yd. (at batch plant). 1.8kg (4 pounds) of lampblack to be used in the basket weave sidewalk. Decorative finish see note 20.
4. Subgrade and Crushed Aggregate Base or Crushed Misc. Base shall be compacted to not less than 90% relative compaction, as tested by a City approved lab at contractor's expense, except under Valley Gutter, which shall be compacted to 95% RC.
5. Expansion joints shall be constructed at the EC and BC of curb returns, at each side of driveways and at 6m (20') nominal intervals. 1/4" bituminous impregnated felt, ASTM 994 shall be installed vertically, shall extend through the full depth and width of the work and be installed perpendicular to the work. Weakened-plane joints, 2" deep for sidewalks, 3" deep for 6" thick driveways, and 4" deep for (8" thick driveways), shall be spaced at 10'-0" nominal intervals, and at each side of curb ramps, mid-points of driveways with curb cuts exceeding 20'-0" and as directed by the City Engineer. All joints shall extend through the curb and gutter.
6. Exposed surfaces of sidewalk, driveway, curb and gutter shall be steel trowled followed by a medium broom finish.
7. Except as shown Dwg 100, all exposed edges, including at expansion joints and weakened-plane joints, shall be tooled to 1/2" radius. Decorative finish see note 20.
8. Sidewalk shall be score marked at 30" nominal intervals each way or to match existing score marks. Monolithic curb, sidewalk and driveway shall have a continuous score mark 6" from curb face.
9. All concrete shall be cured by keeping continuously moist for three days after pouring either by sprinkling, covering with a waterproof membrane, or applying TYPE I concrete curing compound. Decorative finish see note 20.
10. Extruded curb or gutter requires PRIOR approval by the City Engineer. Extruded sidewalks or driveways are prohibited.
11. For existing AC overlayed gutter, flow line of new concrete gutter shall match existing concrete gutter flow line. Curb lip at driveways shall be increased to 1/2" higher than AC overlay. AC overlay shall be reinstated to establish flow line.
12. All gutter lips, sidewalk, curb ramp or driveway edges, or curbings constructed adjacent to AC, shall be formed, finished and tooled. A 24" wide full depth AC street structural section shall be constructed adjacent to the concrete improvement in accordance with Pavement Tie-In Dwg. 128 Case 3101. The AC shall be saw cut and the AC section shall be a minimum of 6" deep on minor streets, parking lots, pathways, etc., 9" deep on collector streets and 12" on arterial streets. All AC 95% RC SS-1h Tack Coat (paint binder) all hard surfaces (AC, Conc., etc.).
13. All concrete improvements shall be doweled to adjacent concrete improvements using 300mm (12") long 10M (#3) rebar dowels (2 dowels min. each side) at 36" OC max. 4" min. embedment. Drill for drive tight fit or epoxy in place. Decorative finish see note 20.
14. Dowels shall be installed per Note 13 when planter strips are filled with concrete or when sidewalk is added to the back of the existing walk. Street tree wells shall be provided in accordance with City requirements.
15. All concrete improvements to be removed shall be saw cut along existing scorelines to a minimum depth of 1/2 the thickness of the concrete improvement. No section to be replaced shall be smaller than 30" in either length or width. If the saw cut in sidewalk or driveway would fall within 30" of a construction joint, expansion joint, cold joint, or edge, the concrete shall be removed to the joint or edge, including AB. All saw cut residue shall be vacuumed concurrently with sawing operation.
16. New imported full depth AB shall be placed under all new or replacement curb, gutter, sidewalk and driveway.
17. The typical City standard curb height is 6" and the typical City gutter width is 18". However, existing curb heights 3" to 9" and gutter widths 12" to 24" shall be matched in kind when directed by the City Engineer.
18. Any acts of vandalism or deformation to finish of the concrete shall be repaired within the first 24 hrs. after placement. Repairs made after 24 hrs. of placement shall consist of complete removal and replacement of the affected area.
19. Suitable native soil backfill shall be flush with adjacent concrete finish grade along all form voids and planter strips. Reseed as appropriate.
20. Decorative Finish Concrete Paving shall be colored and finished as shown on plans. Existing decorative finishes shall be matched in kind. Expansion joints shall be constructed and sealed as shown Dwg 100. Curing compound/color hardener/wax sealer matching decorative finish shall be used.

ACAD FILE: C3101D104 Rev2.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

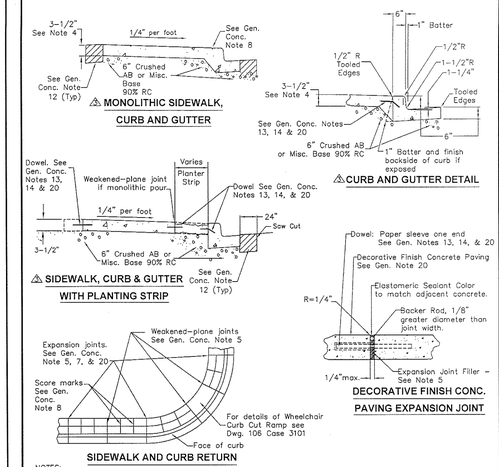
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Removed Metric Dims | 8/23/12 | AMS |

GENERAL CONCRETE NOTES

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE May 2002 SCALE NONE SHEET 1 OF 1 DWG. NO. 104 CASE 3101

3 – Detail NTS




NOTES:

1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. General Concrete Notes Dwg. 104 Case 3101 shall apply.
3. Minimum sidewalk width shall be 6'-0" for residential, 8'-0" for commercial areas unless approved otherwise by City Engineer.
4. Sidewalk contiguous with rolled curb shall be 6" thick.

ACAD FILE: C3101D100 Rev3.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

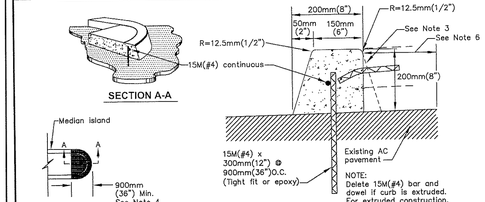
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Removed "Limit of Pay Item by SF/LF" | 8/23/12 | AO |

CONCRETE CURB, GUTTER AND SIDEWALK

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/AMS CHECKED KJ/KRC DATE May 2002 SCALE NONE SHEET 1 OF 1 DWG. NO. 100 CASE 3101

1 – Detail NTS




NOTES:

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2. Dwg. 104, Case 3101 General Concrete Notes shall apply.
3. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" minimum platform as in Type A, the sidewalk may be depressed longitudinally as in Type B or C or D. Type B, C, and D also apply in curb returns where necessary.
4. If sidewalk is less than 5'-0" wide, the full width of the sidewalk shall be depressed as shown in Type C or D.
5. When ramp is located in center of curb return, crosswalk lines must be similar to those shown in Type A to accommodate wheelchairs.
6. The bottom of the ramp shall have a flush flow line lip.
7. Sidewalk and curb ramp shall be 3-1/2" 213-C-17 (470-C-2500, 5 sack, one inch maximum aggregate, 2500 psi) concrete over 6" AB 90% RC.
8. Curb ramps shall have a 12" wide border with 1/4" grooves approximately 3/4" on center at the level surface of the sidewalk. See grooving detail.
9. Curb ramps shall have a Detectable Warning Surface. See Detectable Warning Surface Notes Dwg. 106D, Case 3101.
10. Curb ramp side slope varies uniformly to a maximum of 10% at curb to conform with longitudinal sidewalk slope adjacent to top of ramp, except in Type C or D.
11. Utility pull boxes, manholes, vaults, and all other utility facilities within the boundaries of the curb ramp will be relocated by others prior to, or in conjunction with, curb ramp construction.
12. Dowel curb ramps at all cold joints in existing concrete with 10M (#3) rebars 12" long at 36" intervals. Drive tight fit or epoxy. Expansion joints and/or Weakened-plane joints shall separate curb ramps in new concrete construction.
13. All slopes relative to (E) street grades.
14. TRUNCATED DOMES – GENERAL: Wheelchair Curb Cut Ramps shall have a prefabricated Detectable Warning Surface installed on ramp surface consisting of tile(s) with raised truncated domes conforming to the details on this standard plan and shall be in conformance with the requirements established by the Department of General Services, Division of State Architect; and the American with Disabilities Act (Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces) and shall be cast in place in conformance with the manufacturer's cast in place recommendations. Detectable Warning Surface shall extend the full width and 3'-0" depth of the ramp. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline. When a detectable surface edge and/or domes is cut and the resulting edge is not flush with the surface of the ramp, the edge shall be beveled or conformed with perimeter sealant at 1:2 maximum slope in accordance with the manufactures requirements.

Manufacturer(s) shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Warranty period shall begin upon acceptance of work.

ACAD FILE NO. C3101D106C Rev5.DWG

**CITY OF SAN LEANDRO * STANDARDS**

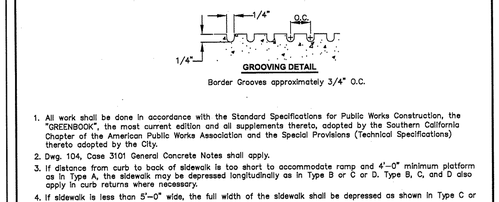
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | ADDED NOTES 7 & 8 | 9/8/05 | |
| 5 | REV NOTE 7 | 4/23/07 | AMS |

VERTICAL CURB

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE May 2002 SCALE NONE SHEET 1 OF 1 DWG. NO. 118 CASE 3101

8 – Detail NTS




1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Dwg. 104, Case 3101 General Concrete Notes shall apply.
3. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" minimum platform as in Type A, the sidewalk may be depressed longitudinally as in Type B or C or D. Type B, C, and D also apply in curb returns where necessary.
4. If sidewalk is less than 5'-0" wide, the full width of the sidewalk shall be depressed as shown in Type C or D.
5. When ramp is located in center of curb return, crosswalk lines must be similar to those shown in Type A to accommodate wheelchairs.
6. The bottom of the ramp shall have a flush flow line lip.
7. Sidewalk and curb ramp shall be 3-1/2" 213-C-17 (470-C-2500, 5 sack, one inch maximum aggregate, 2500 psi) concrete over 6" AB 90% RC.
8. Curb ramps shall have a 12" wide border with 1/4" grooves approximately 3/4" on center at the level surface of the sidewalk. See grooving detail.
9. Curb ramps shall have a Detectable Warning Surface. See Detectable Warning Surface Notes Dwg. 106D, Case 3101.
10. Curb ramp side slope varies uniformly to a maximum of 10% at curb to conform with longitudinal sidewalk slope adjacent to top of ramp, except in Type C or D.
11. Utility pull boxes, manholes, vaults, and all other utility facilities within the boundaries of the curb ramp will be relocated by others prior to, or in conjunction with, curb ramp construction.
12. Dowel curb ramps at all cold joints in existing concrete with 10M (#3) rebars 12" long at 36" intervals. Drive tight fit or epoxy. Expansion joints and/or Weakened-plane joints shall separate curb ramps in new concrete construction.
13. All slopes relative to (E) street grades.
14. TRUNCATED DOMES – GENERAL: Wheelchair Curb Cut Ramps shall have a prefabricated Detectable Warning Surface installed on ramp surface consisting of tile(s) with raised truncated domes conforming to the details on this standard plan and shall be in conformance with the requirements established by the Department of General Services, Division of State Architect; and the American with Disabilities Act (Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces) and shall be cast in place in conformance with the manufacturer's cast in place recommendations. Detectable Warning Surface shall extend the full width and 3'-0" depth of the ramp. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline. When a detectable surface edge and/or domes is cut and the resulting edge is not flush with the surface of the ramp, the edge shall be beveled or conformed with perimeter sealant at 1:2 maximum slope in accordance with the manufactures requirements.

Manufacturer(s) shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Warranty period shall begin upon acceptance of work.

ACAD FILE NO. C3101D106C Rev5.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Deleted all Metric dimensions | 4/24/13 | AMS |

WHEELCHAIR CURB CUT RAMP NOTES

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE June 2004 SCALE NONE SHEET 3 OF 4 DWG. NO. 106C CASE 3101

6 – Detail NTS




NOTE: SEE WHEELCHAIR CURB CUT RAMP AND DETECTABLE WARNING SURFACE NOTES DWG. 106C & 106D CASE 3101

ACAD FILE NO. C3101D106A Rev5.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

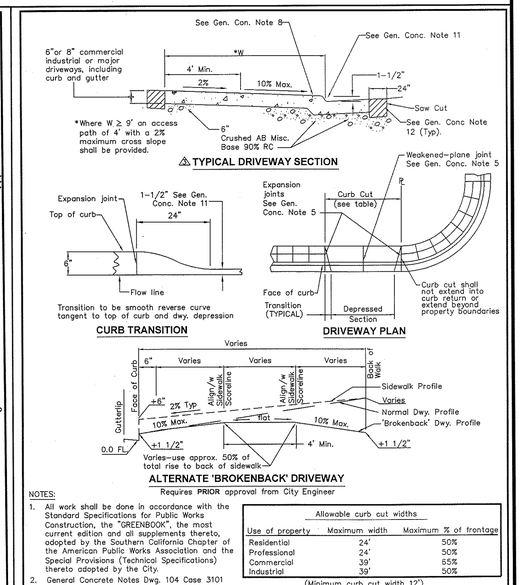
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Deleted all Metric Dimensions | 4/24/13 | AMS |

WHEELCHAIR CURB CUT RAMP TYPE A & B

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE June 2004 SCALE NONE SHEET 1 OF 4 DWG. NO. 106A CASE 3101

4 – Detail NTS




NOTES:

1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. General Concrete Notes Dwg. 104 Case 3101 shall apply.

| Allowable curb cut widths | | |
|---|---|---|
| Use of property | Maximum width | Maximum % of frontage |
| Residential | 24' | 50% |
| Professional | 24' | 50% |
| Commercial | 39' | 55% |
| Industrial | 39' | 50% |

(Minimum curb cut width 12')

ACAD FILE: C3101D102 Rev2.DWG

**CITY OF SAN LEANDRO * STANDARD PLANS**

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 4 | Removed "Limit of Pay Item by SF/LF" | 8/23/12 | AO |
| | Removed metric dimensions | 8/23/12 | AMS |

CONCRETE DRIVEWAY APPROACH

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE May 2002 SCALE NONE SHEET 1 OF 1 DWG. 102 CASE 3101

2 – Detail NTS

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

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 | NNC | DATE 5/14/2014 |
| DRAWN BY | AMS | DATE 5/14/2014 |
| PROJECT MGR. | | DATE 5/14/2014 |
| TRANS ADMIN. | RLC | DATE 5/14/2014 |
| SENIOR ENGR. | | DATE 5/14/2014 |
| APPROVED BY: | | DATE 5/14/2014 |

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

## HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

## STANDARD PLANS

AT FULL SIZE THIS LINE MEASURES 1"

SHEET 4 OF 6

JOB NO. 150-38-325

SCALE AS NOTED

DWG 3720 CASE 202

## TRAFFIC CONTROL PLAN GUIDELINES

Temporary traffic control shall be provided around work zones for the safety and protection of the workers and public traffic in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) 2003 and the MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control, when work is being performed within the roadway or road shoulder. Traffic Control Plans shall be submitted and accepted by the City of San Leandro Engineering and Transportation Department for work being performed on a roadway listed on the attached Table – Traffic Control Plans Required. For roadways not listed, a Traffic Control Plan submittal is not required, however the temporary traffic controls shall conform to the MUTCD 2003 and MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control.

Traffic Control Plans shall include:

- "Typical" Traffic Control Plans are acceptable for many non–intersection locations. Photo copies of the MUTCD 2003 and MUTCD 2003 California Supplement, Part 6 Temporary Traffic Control are acceptable. "Typical" traffic controls are not acceptable for intersection work. Site–specific Traffic Control Plans are required for intersections.
- Traffic Control Plans shall specify the signage, cones, flashing arrow panels and other devices that will be used to redirect traffic. Distances between signs, the taper length, and the lane widths shall be specified to illustrate conformance to above standards.
- Traffic Control Plans shall indicate where parking is proposed to be restricted. The duration of the parking restriction shall be indicated. "No Parking" Signs provided by the City shall be posted and verified by Engineer 72 hours prior to effective dates.
- The dates and hours of the proposed Traffic Control Plan shall be specified.
- No work that interferes with public traffic on collector and arterial roadways shall be performed between the hours of 6:00 a.m. to 9:00 a.m., nor between 3:00 p.m. and 6:00 p.m. except as otherwise provided in the lane closure chart(s) or approved by the Engineer.
- The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays, and the day preceding designated legal holidays; and when construction operations are not actively in progress, unless approved by Engineer.
- For multi–phase operations, such as trenching across a roadway one lane at a time, provide a separate Traffic Control Plan for each phase. Each Traffic Control Plan should state the approximate duration of the phase.
- Flashing Arrow Panel shall be required per attached Table – Traffic Control Plans Required. When two of three lanes will be taken, then two arrow panels will be required. Multiple lane closures require multiple Flashing Arrow Panels. The Engineer may require changeable message signs in addition to the arrow panel.
- Excavations exceeding 6" in depth and within 6 feet of a travel lane, require K–rail between the excavation and the travel lane unless otherwise approved by the Engineer.
- Residents and businesses affected by the Traffic Control Plans shall be provided notification 7 days in advance. For a roadway closure/detours 14 days advance notification, including advance warning signs, are required.
- The Engineer may provide lane closure charts that specify minimum travel lane requirements for specific times for the contractor to prepare the Traffic Control Plans accordingly.
- The San Leandro Police Department (510) 577–3208, Alameda County Fire Department (510) 670–5858 and A.C. Transit (510) 891–4901 if applicable – shall be notified of daily closures, detours, etc.

For questions about these requirements please contact the City of San Leandro Transportation Section at (510) 577–3410.

ACAD FILE NO. C3101060BA8C Rev1.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

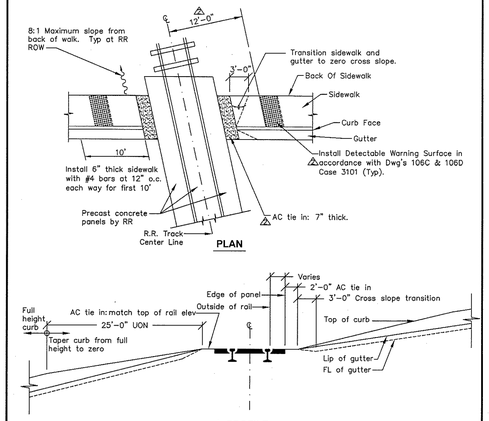
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | ADDED "GUIDELINES" TO TITTLE | 10/1/07 | AMS |

TRAFFIC CONTROL PLAN ⚠1 GUIDELINES

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09

DRAWN GF/MLWH/VL | CHECKED KJ/KRC | DATE October 2007 | SCALE NONE | SHEET 1 OF 3 | DWG. NO. 608A | CASE. 3101

7 Detail NTS




1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Profile elevations, including vertical curves, shall be approved by the City Engineer.
3. General Concrete Notes Dwg. 104 Case 3101 shall apply.
4. Concrete shall be 213–C–17 (470–C–2500, 5 sk, 1" max. aggregate, 2500 psi).

ACAD FILE NO. C3101015J2 Rev0.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | Revised Drawing, add 24" A/C 7" thick, Domes 12" from ℄ of RR tracks Deleted metric dimensions | 3/24/14 | NC |

GRADE CROSSING CONSTRUCTION

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/15

DRAWN GF/MLWH/AMS | CHECKED KJ/KRC | DATE May 2002 | SCALE NONE | SHEET 1 OF 1 | DWG. NO. 132 | CASE. 3101

5 Detail NTS

1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Final pavement surface shall not vary more than 1/8" from a 10' straight edge (except at changes of grade).
3. Permanent full depth asphalt section resurfacing shall extend a minimum of 12" outside excavation and at least 6" beyond any pavement damaged by excavation.

4a. AC resurfacing shall be extended to any adjacent gutter lip, curb, or cold joint that is within 24" of the Standard Tee cut.

4b. AC resurfacing shall extend to the far side of any adjacent parallel trench, or cracked or failed pavement when the near edge of said feature is within 24" of the Standard Tee cut.

4c. If the Standard Tee cut width is expanded by the above notes and the edge of the Expanded Tee cut is within 12" of any gutter lip, curb, cold joint, or existing trench then the AC resurfacing shall extend to said feature or in the case of an existing trench, to the far side of said feature.

5. ⚠1 Initially saw cut AC even with the excavation walls. Make final saw cut for T section immediately prior to paving. Saw cuts for T section shall be the full thickness of the existing pavement.
6. All saw cut residue shall be vacuumed concurrently with the sawing operations.
7. Seal saw cut extending beyond new pavement with approved crack sealant.
8. Compaction of AC and base shall be tested by a City approved lab at contractor's expense. Certified test results shall be provided to the City Engineer.
9. For Curb, Gutter and Sidewalk resurfacing see Dwg. 100 Case 3101. For Driveway resurfacing see Dwg. 102 Case 3101.
10. Replace all traffic striping, legends, markings, and markers in kind.
11. The City Engineer may specify PG70–10 Paving Grade Asphalt to bridge poor subgrade conditions, or if air temperatures become hot enough to warrant its use, at no additional cost to the City.
12. Caltrans Type A, Medium and all Type B AC mixes are prohibited. AC mixes containing recycled products are allowed for base course only, but are prohibited for surface courses.
13. Traffic Control Guideline Dwg 608 A, B, & C shall apply.
14. Full Depth Asphalt Section Resurfacing:

⚠1 All existing pavement shall be removed from the Tee cut. Contractor shall compact subgrade and either install full depth AC or a combination of AC & AB. Minimum AC sections are listed below.
12" Minimum for arterial and commercial/industrial streets.
9" Minimum for collector streets.
6" Minimum for all non–arterial streets, parking lots, pathways, etc.
Base Courses: B–PG64–10 or B–PG64–10–RAP (3/4" Dense Medium Coarse) (Caltrans Type A, Coarse equivalent).
Surface Course: B–PG64–10 (3/4" Dense Medium Coarse) (Caltrans Type A, Coarse equivalent).
Maximum installed and compacted thickness of AC lifts shall be per table:

| Compaction Equipment | Maximum Compacted Thickness mm (in) |
|---|---|
| Vibratory Plate | 1–1/2" |
| Pneumatic Plate | 2" |
| Vibratory Rammers | 2" |
| Steel Wheel Roller* | 2–1/2" |
| Vibratory Roller* | 3" |
| Pneumatic Tired Rollers | Not Permitted |

*Rollers must fit entirely within the trench for base courses.

All base courses shall be mechanically compacted with a rammer or tamper with particular attention to the perimeter and corners of the excavation. Surface course shall be compacted with steel wheeled roller. A vibratory plate may be used for surface course of 4 sq.²ft. maximum.

95% Relative Compaction minimum all courses.

SS–1h Tack Coat (paint binder) all hard surfaces. (AC, PCC, etc.)

ACAD FILE NO. C3101012ZC Rev4.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

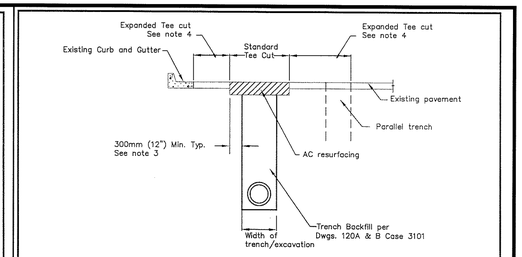
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | Saw cut full depth. Demo full depth pvt at Tee cut | 7/25/11 | NT |

EXCAVATION RESURFACING NOTES

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/11

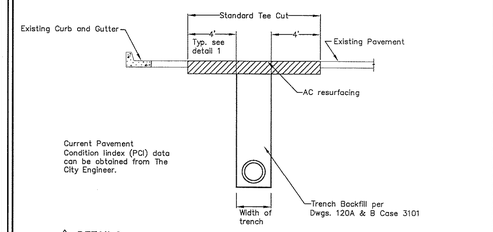
DRAWN GF/MLWH/VL | CHECKED KJ/KRC | DATE May 2002 | SCALE NONE | SHEET 3 OF 3 | DWG. NO. 122C | CASE. 3101

3 Detail NTS




⚠1 DETAIL 1

**All excavations in AC pavement with PCI<85 except cores of 12" diameter or less**




⚠1 DETAIL 2

**Longitudinal Trenches (parallel to traffic lanes) in AC pavement with PCI >= 85**

ACAD FILE NO. C3101012ZA8C Rev2.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | Changed name "French Resurfacing" Revised drawings & notes for Details 1 & 2 | 12/8/08 | NT |

⚠1 EXCAVATION RESURFACING

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09

DRAWN GF/MLWH/VL | CHECKED KJ/KRC | DATE May 2002 | SCALE NONE | SHEET 1 OF 3 | DWG. NO. ⚠1 122A | CASE. 3101

1 Detail NTS

| Street Name | Begin | End | Classification | Flashing Arrow Panel | Caltrans ROW |
|---|---|---|---|---|---|
| 138TH AVE | E 14TH ST | SCHOOL ST | RES. COLLECTOR | NO | ● E 14TH ST |
| 139TH AVE | WISHBONE AVE | E 14TH ST | LOCAL | NO | ● E 14TH ST |
| 148TH AVE | E 14TH ST | BANCROFT AVE | LOCAL | NO | ● E 14TH ST |
| 150TH AVE | HESPERIAN BLVD | I–580 | ARTERIAL | YES | ● E 14TH ST & I–580 OFF RAMP |
| ALAMEDA AVE | DOOLITTLE DR | BIGGS ST | COLLECTOR | NO | ● DOOLITTLE DR |
| ALADDIN AVE | DAVIS ST | DOOLITTLE DR | ARTERIAL | YES | |
| ALVARADO ST | DAVIS ST | MARINA BLVD | COLLECTOR | YES | ● DAVIS ST |
| ALVARADO ST | MARINA BLVD | FREMONT AVE | ARTERIAL | YES | |
| AURORA DR | FREMONT AVE | WILLIAMS ST | RES. COLLECTOR | NO | |
| AURORA DR | WILLIAMS ST | FAIRWAY DR | RES. COLLECTOR | NO | |
| BANCROFT AVE | N/O CITY LIMIT–DURANT AVE | E 14TH ST | RES. ARTERIAL | YES | ● E 14TH ST |
| BENDIXEN DR | N/O FREEWAY OFF RAMP | KESTERSON ST | RES. COLLECTOR | YES | ● I–880 OFF RAMP |
| BERRY ST | E 14TH ST | SAN LEANDRO BLVD | RES. COLLECTOR | YES | ● I–880 ON/OFF RAMPS |
| BEST AVE | E 14TH ST | SAN LEANDRO BLVD | RES. COLLECTOR | No | |
| BIGGS ST | N CITY LIMITS | S SIDE ADAMS AVE | COLLECTOR | NO | |
| BLUE JAY WAY | N CITY LIMITS | BROADMOOR BLVD | LOCAL | NO | |
| BROADMOOR BLVD | E 14TH ST | BANCROFT AVE | LOCAL | NO | ● E 14TH ST |
| CALLAN AVE | E 14TH ST | HUFF AVE | RES. ARTERIAL | YES | ● E 14TH ST |
| CASTRO ST | WHITE ST | E 14TH ST | COLLECTOR | YES | ● E 14TH ST |
| CATALINA ST | SAN LEANDRO BLVD | E 14TH ST | COLLECTOR | YES | |
| CORVALLIS ST | FARALLON DR | FARALLON DR | COLLECTOR | NO | |
| DAVIS ST | FARWAY DR | E 14TH ST | COLLECTOR | YES | ● E 14TH ST |
| DWIGHT AVE | DWIGHT WAY | E 14TH ST | LOCAL | NO | |
| DWIGHT WAY | DAVIS ST | DOOLITTLE DR | COLLECTOR | NO | ● DOOLITTLE DR |
| DOLORES AVE | E 14TH ST | E 14TH ST | ARTERIAL | YES | ● DOOLITTLE DR & E 14TH ST |
| DOOLITTLE AVE | BANCROFT AVE | DOOLITTLE DR | COLLECTOR | NO | |
| DOOLITTLE DR | DOOLITTLE DR | NORTH CITY LIMITS | ARTERIAL | YES | ● E 14TH ST |
| DOOLITTLE DR | FARWAY DR | FARWAY DR | COLLECTOR | NO | |
| DOWLING BLVD | DUTTON AVE | FARALLON DR | COLLECTOR | NO | |
| DUTTON AVE | DOWLING BLVD | BANCROFT AVE | LOCAL | NO | |
| DUTTON AVE | BANCROFT AVE | MACARTHUR BLVD | RES. COLLECTOR | YES | ● E 14TH ST |
| E 14TH ST | E 14TH ST | MACARTHUR BLVD | RES. COLLECTOR | YES | ● E 14TH ST |
| DUTTON AVE | MACARTHUR BLVD | SOUTH CITY LIMITS | ARTERIAL | YES | ● E 14TH ST |
| E 14TH ST | SOUTH CITY LIMITS | NORTH CITY LIMITS | ARTERIAL | YES | ● E 14TH ST |
| ESTUDILLO AVE | E 14TH ST | E JEFF AVE | COLLECTOR | NO | ENTIRE LENGTH |
| ESTUDILLO AVE | E 14TH ST | HUFF AVE | RES. ARTERIAL | YES | ● E 14TH ST |
| EVERGREEN AVE | SYBIL AVE | MACARTHUR BLVD | RES. COLLECTOR | NO | ● I–580 ON/OFF RAMPS |
| FAIRVIEW DR | FAIRWAY DR | NEPTUNE DR | RES. COLLECTOR | NO | |
| FAIRWAY DR | FAIRWAY DR | DOOLITTLE DR | ARTERIAL | YES | ● E 14TH ST |
| FARALLON DR | DOOLITTLE DR | ALADDIN AVE | COLLECTOR | NO | |
| FARGO AVE | DOOLITTLE DR | WASHINGTON AVE | RES. COLLECTOR | YES | |
| FARNSWORTH ST | FARGO AVE | LEWELLING BLVD | RES. COLLECTOR | YES | |
| FLORESTA BLVD | CORVALLIS ST | FREMONT AVE | RES. COLLECTOR | YES | |
| FLORESTA BLVD | FREMONT AVE | WASHINGTON AVE | ARTERIAL | YES | |

ACAD FILE NO. C3101060BA8C Rev1.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

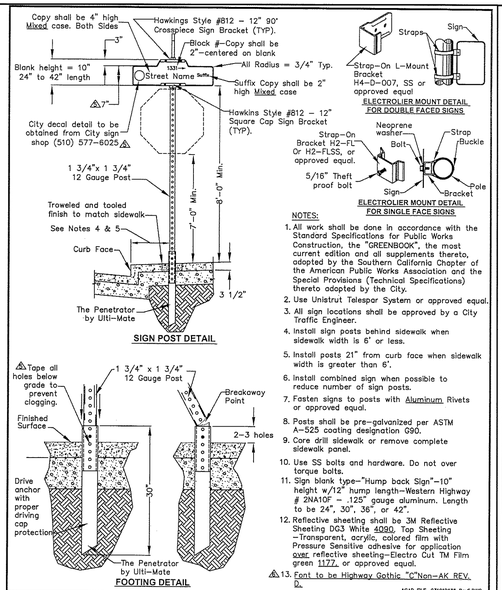
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | ADDED "GUIDELINES" TO TITLE | 10/1/07 | AMS |

TRAFFIC CONTROL PLAN ⚠1 GUIDELINES

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09

DRAWN GF/MLWH/VL | CHECKED KJ/KRC | DATE October 2007 | SCALE NONE | SHEET 2 OF 3 | DWG. NO. 608B | CASE. 3101

8 Detail NTS




NOTES:

1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Use Unistrut Telespar System or approved equal.
3. All sign locations shall be approved by a City Traffic Engineer.
4. Install sign posts behind sidewalk when sidewalk width is 6' or less.
5. Install posts 21" from curb face when sidewalk width is greater than 6'.
6. Install combined sign when possible to reduce number of sign posts.
7. Fasten signs to posts with Aluminum Rivets or approved equal.
8. Posts shall be pre–galvanized per ASTM A–525 coating designation G90.
9. Core drill sidewalk or remove complete sidewalk panel.
10. Use SS bolts and hardware. Do not over torque bolts.
11. Sign blank type–"Hump back Sign"–10" height w/12" hump length–Western Highway # 2NA10F – .125" gauge aluminum. Length to be 24", 30", 36", or 42".
12. Reflective sheeting shall be 3M Reflective Sheeting DG3 White 4090. Top Sheeting –Transparent, acrylic, colored film with Pressure Sensitive adhesive for application over reflective sheeting–Electro Cut TM Film green 1177, or approved equal.
13. ⚠1 Font to be Highway Gothic "C"Non–AK REV. D.

ACAD FILE, C3101015B Rev6.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | "C" Non–AK Rev. D. | 2/1/11 | CR |

SIGN INSTALLATION AND MOUNTING DETAIL

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/11

DRAWN GF/MLWH/VL | CHECKED KJ/KRC | DATE May 2002 | SCALE NONE | SHEET 1 OF 1 | DWG. NO. 136 | CASE. 3101

6 Detail NTS




NOTES:

1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Tie–in pavement section shall be sawcut minimum 1/2 thickness of the (E) AC and the (N) AC section shall be a minimum of 6" deep on local residential streets, parking lots, pathways, etc., 9" on collector streets and 12" on arterial & commercial/industrial streets.
3. Conform point shall be determined by the City Engineer and may occur anywhere between the edge of pavement and the centerline. 2% minimum, 5% maximum cross slope.
4. Maximum installed and compacted thickness of AC lifts shall be per table:

| Compaction Equipment | Maximum Compacted Thickness mm (in) |
|---|---|
| Vibratory Plate | 38mm (1–1/2") |
| Pneumatic Plate | 50mm (2") |
| Vibratory Rammers | 50mm (2") |
| Steel Wheel Roller* | 63mm (2–1/2") |
| Vibratory Roller* | 75mm (3") |
| Pneumatic Tired Rollers | Not Permitted |

*Rollers must fit entirely within the trench for base courses.

All base courses shall be mechanically compacted with a rammer or tamper with particular attention to the perimeter and corners of the excavation. Surface course shall be compacted with steel wheeled roller. A vibratory plate may be used for surface course of .37m² (4 sq. ft.) maximum. Caltrans Type A, Medium and all Type B AC mixes are prohibited. AC mixes containing recycled products are allowed for base course only. They are prohibited for surface courses.
Base Course: B–PG64–10 (3/4") Dense Medium Coarse) (Caltrans Type A, Coarse equivalent).
Surface Course: C2–PG64–10 (1/2") Dense Medium) (Caltrans Type A, Coarse equivalent).

5. 95% Relative Compaction minimum all courses. AC shall be tested by a City approved lab at contractor's expense. Certified test results shall be provided to the City Engineer.
6. SS–1h Tack Coat (paint binder) all hard surfaces (AC, PCC, etc.).
7. The City Engineer may specify PG70–10 Paving Grade Asphalt to bridge poor subgrade conditions, or if air temperatures become hot enough to warrant its use, at no additional cost to the City.
8. ⚠1 All striping shall be replaced in kind and must be approved by City Engineer prior to final of project.

ACAD FILE, C3101012B Rev2.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

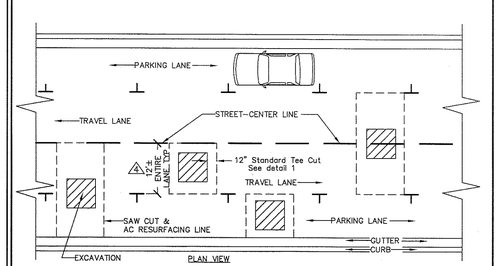
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | All Striping to be replaced | 4/12/10 | NT |

PAVEMENT TIE-IN

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/11

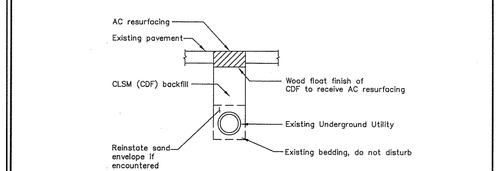
DRAWN GF/MLWH/VL | CHECKED KJ/KRC | DATE May 2002 | SCALE NONE | SHEET 1 OF 1 | DWG. NO. 128 | CASE. 3101

4 Detail NTS




**DETAIL 3**

**All excavations in AC pavement with PCI>=85 except cores of 12" diameter or less and longitudinal trenches**




Contractor shall submit a plan showing location and depth of all found utilities upon completion of the work

**DETAIL 4**

**Cores of 12" diameter or less (PCI 0 to 100)**

ACAD FILE NO. C3101012ZB Rev4.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | Added 12'± to detail 3 | 2/22/11 | NT |

EXCAVATION RESURFACING

APPROVED: Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/11

DRAWN NT/AMS | CHECKED | DATE DEC 2008 | SCALE NONE | SHEET 2 OF 3 | DWG. NO. 122B | CASE. 3101

2 Detail NTS

REGISTERED PROFESSIONAL ENGINEER KENNETH C. JOSEPH No. 34870 Exp. 9/30/14 CIVIL STATE OF CALIFORNIA

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 | NNC | DATE 5/14/2014 |
| DRAWN BY | AMS | DATE 5/14/2014 |
| PROJECT MGR. | | DATE 5/14/2014 |
| TRANS ADMIN. | | DATE 5/14/2014 |
| SENIOR ENGR. | | DATE 5/14/2014 |
| APPROVED BY: | | DATE 5/14/2014 |

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

## HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

## STANDARD PLANS

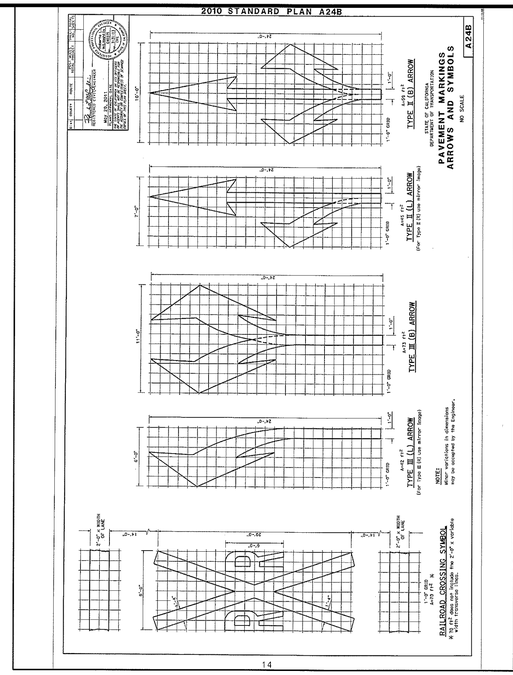
AT FULL SIZE THIS LINE MEASURES 1"

SHEET 5 OF 6

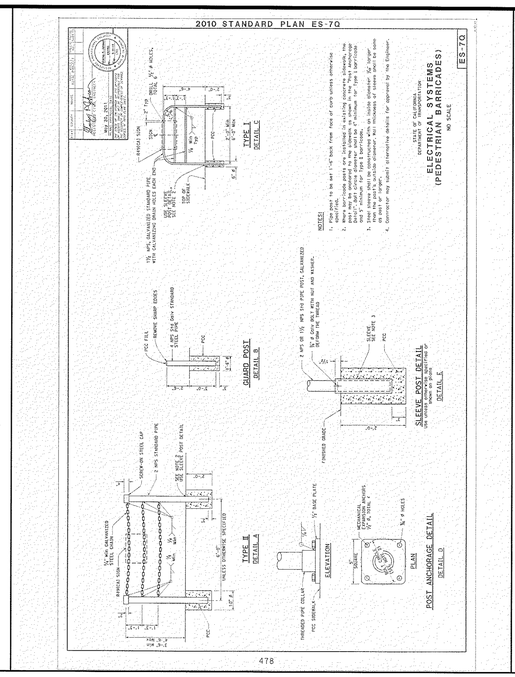
JOB NO. 150–38–325

SCALE AS NOTED

DWG 3721 CASE 202




7 Detail NTS




5 Detail NTS

## PAVEMENT MARKERS, MARKINGS AND STRIPING

| | | | |
|---|---|---|---|
| Markings – | Left or Right Arrow | Type III (L) or (R) | A24B |
| | Shared Left Through or Through Right Arrow | Type II (L) or (R) | A24B |
| | Shared Left Right Arrow | Type III (B) | A24B |
| | Shared Left Through Right Arrow | Type II (B) | A24B |
| | Bike Lane Arrow (white) [skid resistant] △4 | | A24A |
| | Bike Lane Symbol (white) [skid resistant] | | A24C |
| | Railroad Crossing Symbol | | A24C |
| | Pavement Words (Various) | | A24D, A24E |
| | 24" Bar/Ladder Crosswalk [skid resistant] | | A24C |

| | | CA MUTCD Std. Plan |
|---|---|---|
| Special Signs – | Fluorescent Yellow, Green Sign Faces should be used for pedestrian warning, bicycle warning, playground warning, school bus and school warning. | W11A–2, W16–7P, W16–9P, W54A, W64, W65, W65–1, W66, W66A, W80,S1–1, S2–1, S2–1B, S4–3 |
| Markings – | Shared Lane Marking [skid resistant] | Fig. 9C–9 |

NOTES:

1. All traffic striping and pavement markings shall be thermoplastic unless otherwise noted.
2. Markings noted as [skid resistant] shall be Skid Resistant Thermoplastic or Flint Trading, Inc. "PreMark" VizlGrip, 336–475–6600 www.flinttrading.com
3. Yellow paint for median islands – two (2) coats per State of California Department of Transportation Standard Specifications Section 84–3
4. △4 The following striping details to be used as alternates at problem locations where it is difficult to place and maintain striping due to moisture, sand, etc.:
   Detail 4 alternate to Detail 2
   Detail 23 alternate to Detail 22,
   Detail 30 alternate to Detail 29

ACAD FILE NO.C3101D6189 Rev.0.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| | Revised note 4 deleted | | |
| △4 | Detail 1 alternate to Detail 2, & Detail 21 alternate to Detail 22 | 4/25/14 | RLC |

STANDARD PAVEMENT DELINEATIONS

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/15

DRAWN AMS CHECKED KJ/KRC DATE November 2013 SCALE NONE SHEET 2 OF 2 DWG. NO. 616B CASE 3101

3 Detail NTS

| Sheet Name | Begin | End | Classification | Flashing Arrow Panel | Caltrans ROW |
|---|---|---|---|---|---|
| FREMONT AVE | ALVARADO ST | FLORESTA BLVD | ARTERIAL | YES | |
| GRAND AVE | JOAQUIN AVE | BENEDICT DR | COLLECTOR | YES | ● I–580 ON/OFF RAMPS |
| HARLOCKER DR | E 14TH STREET | E 14TH ST | RES. ARTERIAL | YES | |
| HAYS ST | E 14TH ST | W JUANA AVE | LOCAL | YES | |
| HESPERIAN BLVD | E 14TH ST | LEWELLING BLVD | ARTERIAL | YES | ● HWY 238 ON RAMP |
| HUNT AVE | CALLAN AVE | ESTUDILLO AVE | RES. ARTERIAL | YES | |
| JAMES AVE | ALVARADO ST | GRAND AVE | RES. COLLECTOR | YES | ● E 14TH ST |
| JUANA AVE | BANCROFT AVE | WILLOW AVE | RES. COLLECTOR | YES | |
| JUNIPER ST | WILLOW AVE | MANOR BLVD | LOCAL | NO | |
| LAKE CHABOT RD | W JAMES ST | DAVIS ST | RES. COLLECTOR | YES | |
| LARK ST | ESTUDILLO AVE | 150TH AVE | RES. COLLECTOR | YES | |
| LEWELLING BLVD | WOCKS BLVD | 150TH AVE | LOCAL | NO | |
| LIBERTY ST/WILLOW AVE | HESPERIAN BLVD | WASHINGTON AVE | RES. ARTERIAL | YES | ● I–880 OFF RAMP |
| MACARTHUR BLVD | N CITY LIMITS | JOAQUIN AVE | ARTERIAL | YES | ● I–880 OFF RAMP |
| MANOR BLVD | WOCKS BLVD | KESTERSON ST | COLLECTOR | YES | |
| MARINA BLVD | DOOLITTLE DR | SAN LEANDRO BLVD | MAJ. ARTERIAL | YES | ● I–880 ON/OFF RAMPS |
| MARINA BLVD | SAN LEANDRO BLVD | WASHINGTON AVE | COLLECTOR | YES | |
| MERCED ST | WILLIAMS ST | WOCKS BLVD | ARTERIAL | YES | |
| MERCED ST | WOCKS BLVD | FAIRWAY DR | COLLECTOR | YES | |
| MONARCH BAY DR | MARINA BLVD | WASHINGTON AVE | RES. COLLECTOR | YES | |
| MONTEREY BLVD | PORTOLA DR | MERCED ST | RES. COLLECTOR | YES | |
| NORTHWOOD DR | WILLOW AVE | MANOR BLVD | RES. COLLECTOR | YES | |
| PARK ST | W BROADMOOR BLVD | SAN LEANDRO BLVD | COLLECTOR | NO | |
| PARROTT ST | HAYS ST | E 14TH ST | LOCAL | NO | ● E 14TH ST |
| PORTOLA DR | AURORA DR | DOOLITTLE DR | COLLECTOR | NO | |
| SAN LEANDRO BLVD | MARINA BLVD | E 14TH ST | ARTERIAL | YES | |
| SAN LEANDRO BLVD | N CITY LIMITS | E 14TH ST | ARTERIAL | YES | ● E 14TH ST |
| SPRINGLAKE DR | WASHINGTON AVE | HESPERIAN BLVD | COLLECTOR | YES | ● HWY 238 OFF RAMP |
| TANTAU AVE | HAYS ST | DOOLITTLE DR | COLLECTOR | YES | |
| TEAGARDEN ST | MARINA BLVD | ALVARADO ST | COLLECTOR | YES | ● E 14TH ST |
| TIMOTHY DR | DAVIS ST | WILLIAMS ST | LOCAL | YES | ● DAVIS ST |
| W JUANA AVE | SAN LEANDRO BLVD | E 14TH ST | COLLECTOR | YES | ● E 14TH ST |
| WASHINGTON AVE | MARINA BLVD | SOUTH CITY LIMITS | RES. COLLECTOR | YES | |
| WASHINGTON AVE | SAN LEANDRO BLVD | SOUTH CITY LIMITS | ARTERIAL | YES | ● I–880 ON/OFF RAMPS |
| WAYNE AVE | DAVIS ST | MARINA BLVD | RES. COLLECTOR | NO | ● DAVIS ST |
| WEST OAKLAND PARKWAY | WOCKS BLVD | MANOR BLVD | ARTERIAL | YES | |
| WOCKS BLVD | WILLIAMS ST | MANOR BLVD | ARTERIAL | YES | |
| WOCKS BLVD | WILLIAMS ST | LEWELLING BLVD | RES. ARTERIAL | YES | |
| WILLIAMS ST | SAN LEANDRO BLVD | DOOLITTLE DR | RES. COLLECTOR | YES | |
| WILLOW AVE | WILLIAMS ST | NORTHWOOD DR | LOCAL | NO | ● E 14TH ST |
| WILLOW AVE | MERCED ST | JUNIPER ST | LOCAL | NO | |

ACAD FILE NO. C3101D6580 Rev.0.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

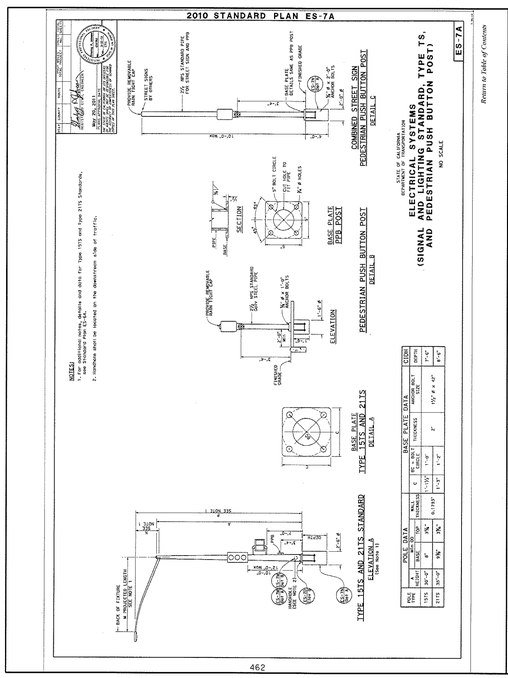
| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| △3 | ADDED "GUIDELINES" TO TITLE | 10/1/07 | AMS |

TRAFFIC CONTROL PLAN △GUIDELINES

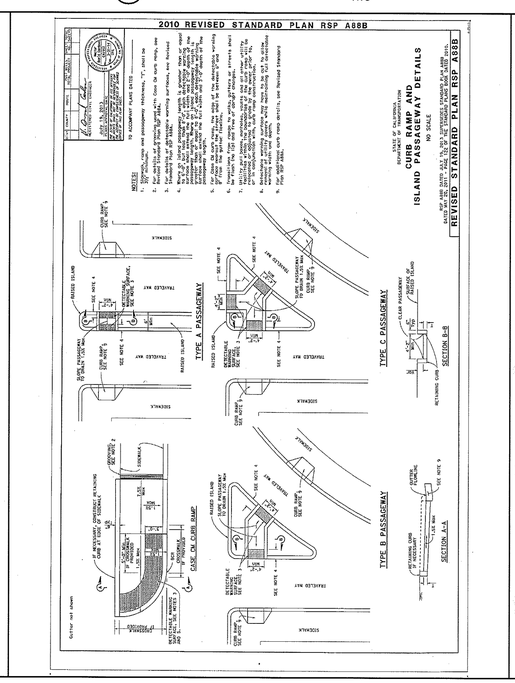
APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09

DRAWN GF/MLWH/VL CHECKED KJ/KRC DATE October 2007 SCALE NONE SHEET 3 OF 3 DWG. NO. 608C CASE 3101

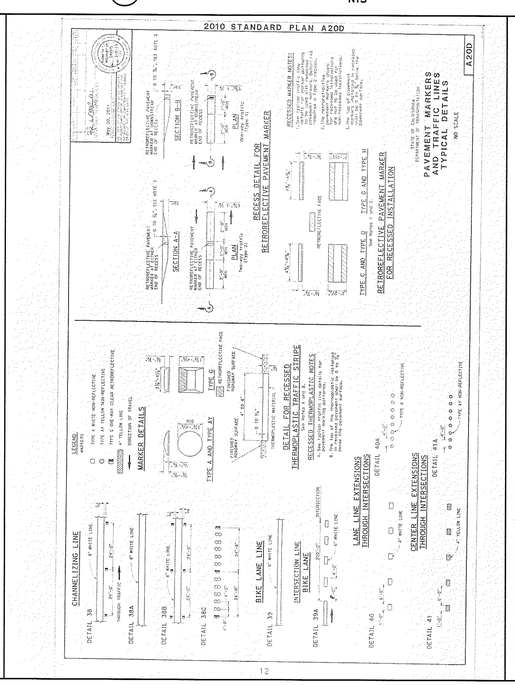
1 Detail NTS




8 Detail NTS




6 Detail NTS




4 Detail NTS

## PAVEMENT MARKERS, MARKINGS AND STRIPING

Pavement markers, markings and striping shall be in conformance with 2010 edition of the State of California Department of Transportation Standard Plans and 2010 edition of The State of California Department of Transportation Standard Specifications Sections 84 and 85/or 2012 version of the California Manual on Uniform Traffic Control Devices (MUTCD) when submitted and accepted by the City of San Leandro Engineering and Transportation Department. The attached are current pavement markers, markings and striping details approved for installation.

| | | | Caltrans Std. Plan |
|---|---|---|---|
| Lane Striping – | Crosswalk and Limit Lines | 1' white or yellow line | A24E |
| | Rail Grade Crossing Limit Line | 2' white line | |
| | △3 Centerlines (yellow) | Detail 1 | A20A |
| | Centerlines (yellow) | Detail 2 | A20A |
| | Lane lines (white) | Detail 10 | A20A |
| | No Passing Zones One Direction (yellow) | Detail 16 | A20A |
| | △3 No Passing Zones One Direction (yellow) | Detail 21 | A20A |
| | No Passing Zones Two Direction (yellow) | Detail 22 | A20A |
| | Left Edge line (yellow) | Detail 25A | A20B |
| | Raised Median Islands (yellow) | Detail 25A | A20B |
| | Right Edge line (white) | Detail 27B | A20B |
| | Right Edge Line Extension Through Intersection (White) | Detail 27C | A20B |
| | Painted Median Islands (yellow) | Detail 29 | A20B |
| | Two–Way Left Turn Lanes (yellow) | Detail 32 | A20B |
| | Exit Ramp Neutral Area (Gore) Channelizing Lines (white) | Detail 36 | A20C |
| | Entrance Ramp Neutral Area (Acceleration Lane) Channelizing Lines (white) | Detail 36B | A20C |
| | Lane Drop Markings At Conventional Highway Intersections (white) | Detail 37B | A20C |
| | Lane Drop Line For Two – Lane Roundabouts (white) | Detail 37D | ---- |
| | Channelizing (white) | Detail 38 | A20D |
| | Channelizing (white) | Detail 38A | A20D |
| | Lane Line Extensions (white) | Detail 40A | A20D |
| | Center Line Extensions (yellow) | Detail 41A | A20D |
| | Raised Median Island Nose (with Type D or K or L markers R4–7 or R4–7A w/mounting height) (yellow) See Note 4. | | |
| | Bike Lane Line (white) | Detail 39 | A20D |
| | Bike Lane Intersection Line (white) | Detail 39A | A20D |

ACAD FILE NO.C3101D6158A Rev.0.DWG

CITY OF SAN LEANDRO * STANDARD PLANS

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| △2 | Added notes to Lane Striping | 4/25/14 | RLC |

STANDARD PAVEMENT DELINEATIONS

APPROVED Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/15

DRAWN AMS CHECKED KJ/KRC DATE October 2007 SCALE NONE SHEET 1 OF 2 DWG. NO. 616A CASE 3101

2 Detail NTS

REGISTERED PROFESSIONAL ENGINEER KENNETH C. JOSEPH No. 34870 Exp. 9/30/15 CIVIL STATE OF CALIFORNIA

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 | NNC | DATE 5/14/2014 |
| DRAWN BY | AMS | DATE 5/14/2014 |
| PROJECT MGR. | | DATE 5/14/2014 |
| TRANS ADMIN. | | DATE 5/14/2014 |
| SENIOR ENGR. | | DATE 5/14/2014 |
| APPROVED BY: | | DATE 5/14/2014 |

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

## HESPERIAN BLVD./SPRINGLAKE DR. RAILROAD CROSSING IMPROVEMENTS

## STANDARD PLANS

AT FULL SIZE THIS LINE MEASURES 1"

SHEET 6 OF 6

JOB NO. 150–38–325

SCALE AS NOTED

DWG 3722 CASE 202