

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

## CONTRACT BOOK

Proposal  
Notice to Bidders  
Agreement  
Special Provisions

FOR

### ANNUAL SIDEWALK REPAIR PROGRAM 2012-13

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 MAY 2006 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.

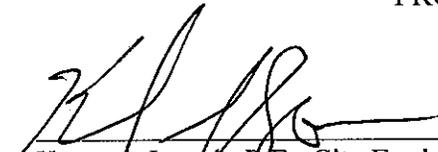
**PROJECT NO. 2013.0050**

**BID NO. 12-13.004**

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

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

PROJECT ENGINEER: **Austine Osakwe**

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



**BID OPENING:**

**3:00 PM THURSDAY, SEPTEMBER 27, 2012**

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# PROPOSAL FORM TO THE CITY OF SAN LEANDRO

## Proposal Requirements

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

Proposal To The City Of San Leandro

Contract Price Schedule

List Of Subcontractors

Addenda Acknowledgment And Information

Principal Persons With Interest In Proposal

Experience And Financial Responsibility

Eligibility Contract Statement

Bidder Questionnaire

National Labor Relations Board Statement

Non-Collusion Affidavit

Debarment And Suspension Certification

Business License Application

Bid Bond

Public Contract Code Chapter 2.7 Iran Contracting Act of 2010

HUD 92010 Equal Employment Opportunity Certification.

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

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

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

# PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

FOR

## ANNUAL SIDEWALK REPAIR PROGRAM 2012-13 PROJECT NO. 2013.0050

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

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

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

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

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

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

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

The project plans for the work to be done (if any) are included in the contract book. Plans were approved by the **City Council on September 4, 2012.**

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

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

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

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

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

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

The undersigned, as bidder, declares as follows:

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

## CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item 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	1200	LF	_____		
2.	Install sidewalk per drawing 100 case 3101	8000	SF	_____		
3.	Install 6" driveway per drawing 102 or drawing 110 case 3101	2500	SF	_____		
4.	Install 8" driveway per drawing 102 or drawing 110 case 3101	600	SF	_____		
5.	Install wheelchair curb cut ramp per drawing 106A and B case 3101	5400	SF	_____		
6.	Install depressed driveway approach per drawing 108 case 3101	180	SF	_____		
7.	Install basket weave sidewalk per drawing 112 case 3101	300	SF	_____		
8.	Install valley gutter per drawing 114 case 3101	240	SF	_____		
9.	Install stamped concrete paving per drawing 116 case 3101	100	SF	_____		
10.	Install tack on curb per drawing 118 case 3101	50	LF	_____		
11.	Install vertical curb per drawing 118 case 3101	50	LF	_____		
12.	Install cast iron pipe curb drain per drawing 212 case 3101	40	LF	_____		
13.	Remove and reset pavers at existing tree per drawing 436 case 3101	400	SF	_____		
14.	Install retrofit frame for tree grate in existing concrete per drawing 438A and B case 3101	1	EA	_____		

Item No.	Description	Est. Quant. (A)	Unit of Meas.	Item UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures) (Ax B)
15.	Install cast in place frame for tree grate per drawing 438A and B case 3101. Including all steel but excluding concrete.	2	EA	_____		
16.	Install cast iron tree grate per drawing 438A and B case 3101	2	EA	_____		
17.	Remove 4" Concrete and backfill with topsoil	300	SF	_____		
18.	Provide traffic control plan and implement traffic control per section 7-10.3.3 and 7-10.3.4 with a flashing arrow panel	2	Plans	_____		
19.	Provide traffic control plan and implement traffic control per section 7-10.3.3 and 7-10.3.4 without a flashing arrow panel	2	Plans	_____		
20.	Remove existing pavers, trim roots, and install decomposed granite at existing tree well	4	EA	_____		
21.	Install decomposed granite at empty tree well	4	EA	_____		
22.	Remove and replace 2' x 2' of temporary AC patch to allow compaction testing by others	30	EA	_____		
23.	Compact existing base at roadway excavation per section 301-2.	375	SF	_____		
24.	Excavation resurfacing per drawing 122A, B, C case 3101: 6" thickness	500	SF	_____		
25.	Excavation resurfacing per drawing 122A, B, C case 3101: 9" thickness	125	SF	_____		
26.	Excavation resurfacing per drawing 122A, B, C case 3101: 12" thickness	125	SF	_____		

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

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

**UNITS OF MEASURE:**

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

**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.

## LIST OF SUBCONTRACTORS

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

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

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

**ADDENDA ACKNOWLEDGMENT AND INFORMATION**

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

**PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL**

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

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

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

**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:

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

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

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

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

**Name of Bank:**

**Address:**

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

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

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

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

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

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

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

## **ELIGIBILITY TO CONTRACT STATEMENT**

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

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

## **BIDDER QUESTIONNAIRE**

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

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

**YES** \_\_\_\_\_

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

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

---

---

## **NATIONAL LABOR RELATIONS BOARD STATEMENT**

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



## DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

**Iran Contracting Act of 2010**

**Public Contract Code Chapter 2.7**

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

PROPOSAL FORMS

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

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

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

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

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

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

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

**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, loan, or cooperative agreement.
- (2) 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 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 or 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 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.

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.

## DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. contract</li> <li><input type="checkbox"/> b. grant</li> <li><input type="checkbox"/> c. cooperative agreement</li> <li><input type="checkbox"/> d. loan</li> <li><input type="checkbox"/> e. loan guarantee</li> <li><input type="checkbox"/> f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. bid/offer/application</li> <li><input type="checkbox"/> b. initial award</li> <li><input type="checkbox"/> c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. initial</li> <li><input type="checkbox"/> b. material change</li> </ul> <p>For Material Change Only:  year _____ quarter _____  date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Prime</li> <li><input type="checkbox"/> Subawardee, if known</li> </ul>	<p>5. If Reporting Entity in No. 4 is Subawardee:</p> <p style="text-align: center;">Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services ( including address if different from No. 10a) (if individual, last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other, specify: _____</li> </ul>	
<p>12. Form of payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. cash</li> <li><input type="checkbox"/> b. in-kind; specify: Nature _____ Value _____</li> </ul>		
<p>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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date: _____</p>
<p>Federal Use Only:</p>		<p style="text-align: right;">Standard Form LLL Rev. 06-04-90</p>

## **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 known. 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).
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.

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: (        ) \_\_\_\_\_

## CITY OF SAN LEANDRO BUSINESS LICENSE

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

### General Contractor (Bidder)

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

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

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

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

**Or**

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

### Subcontractor Business License

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



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

<b>Business License Fee</b>  See Fee Schedule
---

**BUSINESS LICENSE APPLICATION**  
 For Businesses Located Outside of San Leandro

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

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 "**Annual Sidewalk Repair Program 2012-13;  
Project No. 2013.0050**".

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

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

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

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

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

Address \_\_\_\_\_

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

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

**END OF BID BOND**

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

form HUD-92010 (3/2006)  
VA form 26-421

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Excerpt from HUD Regulations**

**200.410 Definition of term "applicant".**

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

**200.420 Equal Opportunity Clause to be included in contracts and subcontracts.**

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

**200.425 Modification in and exemptions from the regulations in this subpart.**

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

PROPOSAL FORMS

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

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

**NOTICE TO BIDDERS**

FOR

**ANNUAL SIDEWALK REPAIR PROGRAM 2012-13  
PROJECT NO. 2013.0050**

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 **Annual Sidewalk Repair Program 2012-13; Project No. 2013.0050** addressed to the **City of San Leandro** will be received at **City Hall, 835 East 14<sup>th</sup> Street, 2<sup>nd</sup> Floor San Leandro** at the office of the **City Clerk** up to **3:00 p.m. on Thursday, September 27, 2012**, 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 removal and replacement of concrete sidewalk, curb, gutter, and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in Paragraph 1 above, and on file in the office of the **Engineer**. Reference to said plans and specifications is hereby made for further particulars.
4. **CONTRACTOR'S LICENSE:** A Class "A" Contractor's License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.
5. **BID DEPOSIT:** A Bid Deposit equal to at least 10% of the total amount of the bid shall be placed in the sealed proposal. The Bid Deposit shall be in one of the following forms: cash, cashier's check or certified check payable to the City, or bidder's bond in favor of the City executed by an authorized surety company.
6. **PAYMENT AND PERFORMANCE BONDS:** Payment and performance guarantee bonds as set forth in Section 2-4 of the Special Provisions will be required from the successful bidder.
7. **CITY'S RIGHT TO REJECT BIDS:** The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.
8. **GENERAL PREVAILING WAGE RATES:** The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the **City Clerk's** office. Bidder's attention is directed to Section 7-2.2.2 of the Special Provisions.

9. **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.
10. **OBTAINING THE PROJECT PLANS AND CONTRACT BOOK:** The Project Plans and Contract Book may be obtained free of charge from the City's website at <http://www.sanleandro.org/depts/finance/purchasing/bids>. Bidders are highly encouraged to contact the City of San Leandro Engineering and Transportation Department at 510-577-3428 to be placed on the project planholder's list to receive courtesy notifications of addenda and other project information. Project addenda, if any, will be posted on the website. A bidder who fails to address all project addenda with their proposal may be deemed non-responsive.
- Bidders may also purchase Project Plans and Contract Book at the **Kiosk Counter** of the Community Development Department, City Hall, 835 East 14<sup>th</sup> Street, 1<sup>st</sup> Floor, San Leandro, (510) 577-3423, upon payment of a non-refundable fee of **\$25.00 (payable by exact cash or check only)** for each set.
11. **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.
12. **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.
13. **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.
14. **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.

15. 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.
16. 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.
17. 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.
18. PRE-BID CONFERENCE: A pre-bid conference will be held on **September 14, 2012, at 10:00am, at the Sister Cities Room in City Hall, 835 East 14<sup>th</sup> Street, San Leandro, CA.** 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.

19. VALUE OF WORK: The Engineer has estimated that the value of work is between \$250,000 and \$500,000.
20. 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.
21. 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.
22. 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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Marian Handa**

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 removal and replacement of concrete sidewalk, curb, gutter; and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled "**Annual Sidewalk Repair Program 2012-13; Project No. 2013.0050.**" 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.

**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	1200	LF	_____		
2.	Install sidewalk per drawing 100 case 3101	8000	SF	_____		
3.	Install 6" driveway per drawing 102 or drawing 110 case 3101	2500	SF	_____		
4.	Install 8" driveway per drawing 102 or drawing 110 case 3101	600	SF	_____		
5.	Install wheelchair curb cut ramp per drawing 106A and B case 3101	5400	SF	_____		
6.	Install depressed driveway approach per drawing 108 case 3101	180	SF	_____		
7.	Install basket weave sidewalk per drawing 112 case 3101	300	SF	_____		
8.	Install valley gutter per drawing 114 case 3101	240	SF	_____		
9.	Install stamped concrete paving per drawing 116 case 3101	100	SF	_____		
10.	Install tack on curb per drawing 118 case 3101	50	LF	_____		
11.	Install vertical curb per drawing 118 case 3101	50	LF	_____		
12.	Install cast iron pipe curb drain per drawing 212 case 3101	40	LF	_____		
13.	Remove and reset pavers at existing tree per drawing 436 case 3101	400	SF	_____		
14.	Install retrofit frame for tree grate in existing concrete per drawing 438A and B case 3101	1	EA	_____		

Item No.	Description	Est. Quant. (A)	Unit of Meas.	Item UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
15.	Install cast in place frame for tree grate per drawing 438A and B case 3101. Including all steel but excluding concrete.	2	EA	_____		
16.	Install cast iron tree grate per drawing 438A and B case 3101	2	EA	_____		
17.	Remove 4" Concrete and backfill with topsoil	300	SF	_____		
18.	Provide traffic control plan and implement traffic control per section 7-10.3.3 and 7-10.3.4 with a flashing arrow panel	2	Plans	_____		
19.	Provide traffic control plan and implement traffic control per section 7-10.3.3 and 7-10.3.4 without a flashing arrow panel	2	Plans	_____		
20.	Remove existing pavers, trim roots, and install decomposed granite at existing tree well	4	EA	_____		
21.	Install decomposed granite at empty tree well	4	EA	_____		
22.	Remove and replace 2' x 2' of temporary AC patch to allow compaction testing by others	30	EA	_____		
23.	Compact existing base at roadway excavation per section 301-2.	375	SF	_____		
24.	Excavation resurfacing per drawing 122A, B, C case 3101: 6" thickness	500	SF	_____		
25.	Excavation resurfacing per drawing 122A, B, C case 3101: 9" thickness	125	SF	_____		
26.	Excavation resurfacing per drawing 122A, B, C case 3101:12" thickness	125	SF	_____		

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

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

**UNITS OF MEASURE:**

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

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

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

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

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

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

Business Phone: (    ) \_\_\_\_\_

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of San Leandro, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for Annual Sidewalk Repair Program 2012-13, Project No. 2013.0050; and,

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

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

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

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

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

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

(Corporate Seal)

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety \_\_\_\_\_

Address \_\_\_\_\_

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

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

(Seal)

Witness \_\_\_\_\_

Approved as to form:

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

**END OF PERFORMANCE BOND**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of San Leandro, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for Annual Sidewalk Repair Program 2012-13, Project No. 2013.0050; and

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

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

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

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

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

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

(Corporate Seal)

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety \_\_\_\_\_

Address \_\_\_\_\_

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

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

(Seal)

Witness \_\_\_\_\_

Approved as to form:

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

**END OF PAYMENT BOND**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

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

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

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for Annual Sidewalk Repair Program 2012-13, Project No. 2013.0050 in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

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

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

**OR**

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

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

**On behalf of City:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

**On behalf of Contractor:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

**On behalf of Escrow Agent:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

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

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

**City:**

**Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of San Leandro, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for Annual Sidewalk Repair Program 2012-13, Project No. 2013.0050; and

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

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

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

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

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

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

(Corporate Seal)

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety \_\_\_\_\_

Address \_\_\_\_\_

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

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

(Seal)

Witness \_\_\_\_\_

Approved as to form:

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

**END OF MAINTENANCE BOND**

# SPECIAL PROVISIONS

## PART 1 - GENERAL PROVISIONS

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

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

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

- 1-2 Definitions
- 1-3 Abbreviations

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

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

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

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

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

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

### **2-3 SUBCONTRACTS**

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

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

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

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

Bid Item No.	Description
None	

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

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

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

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

The work embraced herein shall be performed in accordance with the Standard Specifications for Public Works Construction, the 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; and Sections 82, 84, 85, and 86 of the May 2006 edition of the California Department of Transportation (CALTRANS) Standard Specifications and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer, the 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:

<u>Title</u>	<u>Drawing No.</u>	<u>Case No.</u>
Concrete Curb, Gutter & Sidewalk	100	3101
Concrete Driveway Approach	102	3101
General Concrete Notes	104	3101
Wheelchair Curb Ramp Type A & B	106A	3101
Wheelchair Curb Ramp Type C & D	106B	3101
Wheelchair Curb Ramp Notes	106C	3101
Wheelchair Curb Ramp Notes	106D	3101
Depressed Driveway	108	3101
Rolled Curb Modified Driveway	110	3101
Basket Weave Patterned Sidewalk	112	3101
Valley Gutter	114	3101
Stamped Concrete Paving	116	3101
Vertical Curb	118	3101
Excavation Resurfacing	122A	3101
Excavation Resurfacing	122B	3101
Excavation Resurfacing Notes	122C	3101
Pavement Tie-In	128	3101
Cast Iron Pipe Drain	212	3101
Interlocking Paver Tree Well Installation	436	3101
Cast Iron Grate Tree Well Installation	438A	3101
Cast Iron Grate Tree Well Installation	438B	3101
Traffic Control Plan	608A	3101
Traffic Control Plan	608B	3101
Traffic Control Plan	608C	3101
Truck Route Map	610	3101

**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
- Completed "Debris Recycling Statement" stating the proposed final destination for all waste products.

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

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

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

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

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

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

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

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

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

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

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

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

None

**2-5.3.4 SUPPORTING INFORMATION** The following is added to 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.)
- Excavation Permit (CCR Title 8, Section 1533-1543 and California Government Code (CGC) Sections 4216 et. seq.'s for trenches 5 feet or deeper OSHA permit required.)
  - Activity Notification Form (CCR Title 8, Section 341.(f))
  - Competent Person Certifications (CCR Title 8, Sections 1504, 1541 and 1541.1)
- Confined Space Entry Program (CCR Title 8, Sections 5156 et. seq.)
  - Standard Specification Section 7-10.4.4 requires Contractor to provide CSEP
- Scaffolding Permit (CCR Title 8, Section 1644 (c) (7); three stories or higher OSHA permit required)
  - Activity Notification Form (CCR Title 8, Section 341.1 (f))
- False Work/Vertical Shoring Permit (CCR Title 8, Section 1717; three stories or higher OSHA permit required)
  - Activity Notification Form (CCR Title 8, Section 341.1 (f))
- Demolition Work Permit (CCR Title 8, Section 1717; three stories or higher OSHA permit required)
  - Activity Notification Form (CCR Title 8, Section 341.1 (f))
- Asbestos Abatement Contractor Regulations
  - Certified technicians (CCR Title 8, Section 341.16)
  - OSHA notification (CCR Title 8, Section 341.16)

- Lead work (CCR title 8, Section 1532 1 (p); concentration greater than 5,000 parts per million required OSHA notification)
- 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:

- Park Lighting Systems
- Communication Systems
- Slurry seal mix design, materials and certifications
- Chip seal materials and certifications

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

**UNAUTHORIZED WORK:** Any work done beyond the lines or grades shown on the plans and specifications, or beyond lines and grades established by the Engineer pursuant to the plans, or any work done without written authority of the Engineer, or performed during unauthorized working hours, or performed without benefit of or subject to inspection, shall be consider as unauthorized work and no compensation will be allowed therefore. The Engineer shall have the authority to have such work removed and the area restored and to deduct the cost thereof from money due or to become due to the Contractor.

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

## **2-9 SURVEYING**

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

The Engineer will perform surveying services as listed below. The contractor shall preserve construction survey stakes and marks provided by the Engineer for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor.

The Engineer shall provide construction survey staking for the following items: None. It is anticipated that the work will be constructed to match adjacent existing grades and shall be uniformly sloped between existing improvements so that survey stakes are not needed.

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.

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

The lump sum price bid for Construction Surveying shall include full compensation for labor, equipment, and materials required to perform work under this section.

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.

# CONSTRUCTION STAKING REQUEST

(5 Working Days Notice Required)

## Contractor / Requestor Information

DATE OF REQUEST: \_\_\_\_\_ DATE NEEDED: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

CONTACT PHONE #: \_\_\_\_\_ COMPANY FAX #: \_\_\_\_\_

DESCRIPTION OF WORK REQUESTED: (Please attach additional information as needed.)

Field     Office     GPS

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

LOCATION OF OFFSET (IN FEET): \_\_\_\_\_

RESTAKE?     Yes     No

## For City Use Only

INSP. INITIALS & DATE: \_\_\_\_\_ P.M. INITIALS & DATE: \_\_\_\_\_

URGENCY:     Routine     ASAP     Emergency    AUTHORIZED OVERTIME?     Yes     No

ADDITIONAL COMMENTS: (if needed)    ACCOUNT #: \_\_\_\_\_

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

## For Survey Coordinator's Use Only

Survey Job #: \_\_\_\_\_ Estimated Cost: \_\_\_\_\_

Date & Time Received: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Comments: \_\_\_\_\_

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

Contractor: For questions regarding this form, please contact the Project Inspector at Phone: (510) 577-3428/ Fax: (510) 577-3294

**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.

3-2.2.2	Increases of More Than 25 Percent
3-2.2.2	Decreases of More Than 25 Percent
3-2.5	Eliminated Items
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

**3-2.2.2 (Contract Unit Prices) Increases of More Than 25 Percent. Section 3-2.2.2 is replaced with the following:**

Quantities of work are shown for bidding purposes only. The City reserves the right to increase the quantity of any item of work. No adjustment will be made in unit prices for any such increase regardless of the percentage of such adjustment.

**3-2.2.3 (Contract Unit Prices) Decreases of More Than 25 Percent. Section 3-2.2.3 is replaced with the following:**

Quantities of work are shown for bidding purposes only. The City reserves the right to decrease the quantity of any item of work. No adjustment will be made in unit prices for any such decrease regardless of the percentage of such adjustment.

**3-2.5 (Contract Unit Prices) Eliminated Items. Section 3.2.5 is replaced with the following:**

**Quantities of work are shown for bidding purposes only. The City reserves the right to eliminate any item of work. No adjustment will be made in unit prices for any such elimination.**

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

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

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

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

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

### **3-3.2 PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

The following materials will be furnished to the Contractor: None

## 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 14<sup>th</sup> Street  
 San Leandro, California 94577-3782  
 510.577.3428 (voice)  
 510.577.3294 (fax)

## SYSTEM OUTAGE REQUEST

<b>To:</b>		<b>Fax:</b>		
<b>Company:</b> Water Pollution Control Plant (WPCP)		<b>Date:</b>		
<b>From:</b>		<b>Phone:</b>		
<b>Re:</b> System Outage Request – Notification				<b>Pages:</b>
<b>Project:</b>				
<b>CC:</b>				
<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply	<input type="checkbox"/> For Your Info

**Contractor:** \_\_\_\_\_

**Reason:** \_\_\_\_\_

**Duration:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Outage Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contacts (24 hr.):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WPCP Phone #: 510-577-3434**

**After Hours #: 510-577-3459**

- 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 contract period shall be from the date of issuance of the Notice to Proceed to 12 months after the date of Bid Opening.

A pre-construction conference will be scheduled immediately after the contract agreement has been approved by the City. 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. The City will issue the Notice to Proceed at the conference; the Contractor shall not begin work until the Notice to Proceed is issued. The Contractor is required to submit certain items at the conference, see Section 2-5.3.4.

The City will issue work orders or work tags to the Contractor in packages that have a value of at least \$25,000. Each work tag will specify work at a particular location. The locations of the work tags in a package will be dispersed throughout the City. Only one package will be assigned at a time. The Contractor shall pursue the work in accordance with the following table:

<b><u>Description</u></b>	<b><u>Schedule</u></b>
Begin work on a package	Within 7 working days of issuance
Complete* work on a tag	Within 9 working days of beginning except that saw-cutting shall not be considered beginning.
Complete* all work in a package	Within 7 working days + 1 work day for every \$5,000 of value, counted from the date of issuance.

\*Completion is defined in section 6-8

Prior to commencement of work on a package the Contractor shall submit a schedule indicating the order in which the tags will be addressed.

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.

Failure to cover and/or restore an excavation by a designated holiday or October 31 shall subject the Contractor to liquidated damages in accordance with Section 6-9 of these Special Provisions

**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:

1. Advisory Signs
2. Stationary Mounted Construction Area Signs
3. USA Notification
4. Public Notice Distribution
5. Reference iron, Striping
6. Complete concrete repairs
7. Complete Sanitary Sewer point repairs and other underground work
8. Subgrade Stabilization
9. Lower Structures
10. Excavate and Grind one street at a time and pave within 5 days
11. Raise manholes, etc. within 3 days
12. Striping layout (CAT tracking) shall be done within 24 hours of pavement completion
13. Traffic detection loops installed at Adams and Dolores
14. Striping shall be completed within 3 days of layout approval.

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

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor's control of the work:
  - A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor's material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.
  - B. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - C. If the Contractor or any of the subcontractors engaged in the performance of the work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the work.

- D. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the work or for material or labor used in the performance of the work in accordance with the contract documents and applicable law.
  - E. If the Contractor or any subcontractors engaged in the performance of the work persistently disregard laws or ordinances applicable to the performance of the work, or the instructions of the City, the construction manager, the architect, or other authorized representatives of the City.
  - F. For any reason or for no reason, at the City's sole discretion.
2. If the City intends to terminate the Contractor's control of the work for any of the reasons specified in this section, the City will immediately serve written notice to the Contractor and its sureties. Notice of the City's intent to terminate the Contractor's control of the work will be given by certified mail and will specify the grounds for termination, the required cure, if any, and the time by which the cure must be performed. Upon receipt of notice of the City's intent to terminate the Contractor's control of the work, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice, to cure its default. If the Contractor does not perform the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by certified mail. The notice of termination will specify:
- A. That upon receipt of the notice the Contractor's right to perform or complete the work, including on behalf of the Contractor's sureties, is terminated;
  - B. That the Contractor's sureties will have the right to take over and complete the work and perform all of the Contractor's remaining obligations that have accrued under the agreement;
  - C. That if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the agreement and commence completion of the work and performance of all of the Contractor's remaining obligations that have accrued under the agreement within ten (10) days after receipt of notice of termination, the City may declare the Contractor's sureties in default and take over the completion of the work, or have the work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost.
3. The City may, in addition to all other available remedies that the City may have under the contract documents and at law or equity, deduct any such excess cost of completing the work from amounts that are due or that may become due the Contractor.
4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.
5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.

7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

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

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

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

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

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

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

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

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

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

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

The following are the designated City holidays:

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King Jr.'s Birthday).
3. February 12 (Lincoln's Birthday).
4. The third Monday in February (Washington's Birthday).
5. The last Monday in May (Memorial Day).

6. July 4 (Independence Day).
7. The first Monday in September (Labor Day).
8. November 11 (Veterans' Day).
9. The fourth Thursday in November (Thanksgiving Day).
10. The day after Thanksgiving Day.
11. December 24 (Christmas Eve) through December 31 (New Year's Eve)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor’s failure to fully perform the work or to fully perform all of the Contractor’s obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$200.00 per day** for each and every calendar day completion of the work or performance of all of the Contractor’s obligations that have accrued pursuant to the agreement is delayed beyond the time for completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the agreement.

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

<b>Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 6-1 or if an excavation remains open on a designated holiday or October 31</b>	<b>\$200.00</b>	<b>per each calendar day</b>
<b>Failure to complete a work tag in the specified time</b>	<b>\$100.00</b>	<b>per each calendar day</b>
<b>Performance of unauthorized work, per Section 2-6</b>	<b>\$200.00</b>	<b>per each incident</b>
<b>Failure to complete a work package in the specified time</b>	<b>\$200.00</b>	<b>per each calendar day</b>
<b>Failure to provide adequate Project Site Maintenance 24/7, per</b>	<b>\$100.00</b>	<b>per each day</b>

**Section 7-8**

<b>Storage of equipment and/or materials in public streets, per Section 7-10.2</b>	<b>\$100.00</b>	<b>per each day</b>
<b>Failure to provide and/or non-compliance with accepted Traffic Control Plans per Sections 6-1 and 7-10.3</b>	<b>\$100.00</b>	<b>per each calendar day</b>
<b>Unauthorized use of private water service</b>	<b>\$100.00</b>	<b>per occurrence</b>

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

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

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

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

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-2.2	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:

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

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

B. Commercial General and Automobile Liability Insurance.

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

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

C. Builders Risk Insurance. None Required.

D. Environmental Insurance. None Required.

E. All Policies and Requirements.

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

F. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are

alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

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

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

- A. Responsibility for Damage. The Contractor is solely responsible to protect the work, including site security, until project acceptance. The Contractor shall have the charge and care of the work, including materials, whether incorporated into the work or not, and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements, vandalism, theft or any other cause, whether arising from the execution or from the non-execution of the work. The City of San Leandro and all officers and employees thereof connected with the work, including but not limited to the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either worker or public; or for damage to the Work or any property from any cause that might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor.
- B. Contractor Response to Potential Claims. In the event damage or injury to persons or property are suffered by a third party (i.e. not City employees, contractors, consultants, subcontractors, volunteers or Contractor's employees, consultants, subcontractors, or invitees) and such third party contacts the City for recovery or restitution for damages, City shall forward such party and all information received from them to Contractor for response. Contractor shall receive such information, and respond to the injured party within seven (7) calendar days, with a copy of the response to City, which could include but is not limited to including, any settlement, compromise or response plan formulated. If the matter remains unresolved, such that City representatives are contacted by the same aggrieved party, or if Contractor shall have rejected the damage claims, then City shall take all reasonable steps to respond to the claim, which may include tendering the damage claim to Contractor pursuant to the Contractor's indemnity clause. Failure of Contractor to be responsive to third party damage claims under this provision may be grounds for breach of

contract, wherein remedies of such breach may include but are not limited to withholding of progress payments.

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

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

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

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

None

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

None

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

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

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

The Contractor represents and warrants to City that Contractor, and all Subcontractors have all licenses, permits, certified qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice Contractor's profession. Contractor represents and warrants to City that Contractor and all Subcontractors shall, at its sole cost and expense, keep in effect at all times during the term of this

agreement any licenses, permits, certified qualifications and approvals that are legally required for Contractor to practice its profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall install Stabilized Construction Entrance, In accordance with Standard Plan 606, as required to prevent material deposit on roadways.

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

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

All excess material shall become the property of the Contractor. Such material shall be legally handled, transported, and recycled or disposed of off City property in accordance with Chapter 3-7 of the San Leandro Municipal Code "Construction and Demolition Debris Waste Reduction and Recycling Requirements" that requires projects over \$100,000 in value to recycle all asphalt and concrete waste, as well as recycle 50% of the remaining construction debris. (Projects with negligible quantities of debris, or where no local market exists for the materials being generated, may be exempted from these requirements).

For Engineer's Estimates in excess of \$100,000, Contractor shall complete and submit the following Debris Recycling Statement. The Debris Recycling Statement shall also be submitted to the Building Regulations Division of the Community Development Department when a building permit is required. See Section 7-5 for required permits.

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

Alameda County Industries (ACI)  
510-357-7282  
[www.alamedacountyindustries.com](http://www.alamedacountyindustries.com)

Waste Management  
510-613-8710  
[www.wm.com](http://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](http://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

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

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

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

dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sediment Control Measures (latest edition) before discharging to the storm drain.

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

No paving or street sealing during wet weather.

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

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

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

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

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

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

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

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

Avoid mixing excess amounts of Portland cement materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

charges. Enforcement action by the City does not void or suspend any enforcement actions by other agencies.

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

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

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

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

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 both sides 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.

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.

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

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

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

- A minimum of one paved traffic lane, which shall not be less than ten (10) feet in width for use by public traffic unless otherwise approved by the Engineer.
- All work shall be phased to allow adequate parking within 1,000 feet of each residential unit, each industrial unit, and each commercial unit.
- All work on arterial and collector streets and streets with industrial and commercial uses shall be phased longitudinally (1/2 street closed at a time).
- No two adjacent streets shall be closed or parking restricted at the same time.

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

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

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

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

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

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

location. All signs and traffic control devices shall be removed immediately upon completion, and any improvements restored to their original conditions.

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

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

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

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

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

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

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

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

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

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

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

1. Excavations. Any excavation the near edge of which is six feet (6') or less from the edge of the lane, except:
  - A. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry to traffic or the public;
  - B. Excavations less than six inches (6") in depth;
  - C. Trenches less than one foot (1') wide for irrigation pipe or electrical conduit or other pipelines less than one foot (1') in diameter;
  - D. Excavations parallel to the lane for the purpose of pavement widening or reconstruction open for less than seven (7) calendar days;
  - E. Excavations in side slopes, where the slope is 4:1 (Horizontal:Vertical) or flatter;
  - F. Excavations protected by existing barrier or railing.
2. Temporarily Unprotected Permanent Obstacles. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Areas. Whenever material or equipment is stored within 12 feet (12') of the lane and such storage is not otherwise prohibited by the specifications.

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

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

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

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

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

### 8-1 General

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

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

## SECTION 9 - MEASUREMENT AND PAYMENT

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

- 9-3 Payments
- 9-3.1 General
- 9-3.2 Partial And Final Payment
- 9-3.3 Delivered Materials
- 9-3.4 Mobilization
- 9-3.5 Audit And Examination Of Records
- 9-4 False Claims Act Certification

### 9-3 PAYMENTS

#### 9-3.1 GENERAL

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

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

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

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

9-3.2 PARTIAL AND FINAL PAYMENT 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.

Reduction of monies retained from 10 percent (10%) to 5 percent (5%) of work completed will only be made upon satisfactory completion of 50 percent (50%) of the project work (based on total project cost) and upon the written request of the Contractor, and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Engineer; the signature of the person executing the approval for the surety shall be properly acknowledged; and the power of attorney authorizing them to give such consent must either accompany the document or be on file with the City.

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

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

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

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

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

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

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

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

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

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

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5 percent (5%) of the original contract amount, whichever is the lesser, will be included in said estimate for payment.
2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent (75%) of the contract item price for mobilization, or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.

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

**9-3.5 AUDIT AND EXAMINATION OF RECORDS** The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other project-related data of the Contractor, subcontractors engaged in performance of the work, and suppliers providing supplies, equipment, and other materials required for the work, including computations and projections related to bidding, negotiating, pricing, or performing the work or contract modifications and other materials concerning the work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling, and any other project related data. The Contractor will make available all such project-related data during regular business hours for examination, audit, or reproduction at the Contractor's business office at or near the work site, and at any other location where such project-related data may be kept until three (3) years after final payment under the agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this agreement shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the agreement.

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

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

## **PART 2 - CONSTRUCTION MATERIALS**

Materials for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the "GREENBOOK", the 2006 edition and 2008 supplements thereto, adopted by the Southern California Chapter of the American Public Works Association; and Sections 82, 84, 85, and 86 of the May 2006 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.

**200-1.7 Decomposed Granite.** The following sections are added to the standard specifications:

**200-1.7.1 General.** Decomposed Granite (D.G.) shall be sizes # 0 and #00, passing ¼" retained pan. The color shall be gold or tan. This material is typically available at Diamond K in Lafayette, CA.

**200-1.7.2 Stabilized Binder:** Patented non-toxic, organic binder that is a colorless and odorless concentrated powder that binds decomposed granite to produce firm surface. This material is typically available from Stabilizer Solutions, Inc., 800-336-2468.

**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.

**201-2 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.

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

## SECTION 202 MASONRY MATERIAL

**202-1 BRICK.** Work shall be done per the standard specifications.

**202-3 TREE WELL PAVERS.** The following section is added to the standard specifications:

1. Pavers shall be 200 mm (8") x 100 mm (4") x 60 mm (2-3/8") and shall have a minimum compressive strength of 55 Mpa (8,000 psi) in accordance with testing procedures ASTM C-140.
2. Materials used to manufacture interlocking concrete paving stones shall conform to the following:
  - a. Cement – ASTM C-150 (Portland Cement).
  - b. Aggregates – ASTM C-133 (washed, graded sand and rock, no expanded shale or lightweight aggregates).
3. Filter Fabric – Filter fabric shall conform to Section 213-2 “Geosynthetics” of the Standard Specifications. Fabric shall be type 90N.
4. Sand laying course – Sand laying course should be clean washed sand with 100% passing a No. 4 sieve size and a maximum of 3% passing a No. 200 sieve size, commonly known as plaster sand.
  - a. Thickness of sand laying course shall be uniform to ensure an even surface. The thickness shall be a maximum of 1".
  - b. The sand laying course shall be the responsibility of the paving stone installer.

Pattern/Color – Pavers shall be “Mission brown”.

## 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.

**203-2 LIQUID ASPHALT.** Liquid asphalt shall conform to the provisions of Section 203-2 "Liquid Asphalt" of the Standard Specifications and these Special Provisions.

**203-2.1 General.** The following is added to section 203-2.1 of the Standard Specifications:

**PRIME COAT** Prime coat shall be SC-70.

**TACK COAT** used as asphalt binder for pavement reinforcing fabric shall be PG64-10.

**203-3 EMULSIFIED ASPHALT.** Emulsified asphalt shall conform to the provisions of Section 203-3 "Emulsified Asphalt" of the Standard Specifications and these Special Provisions.

**203.3.1 General.** The following is added to section 203-3.1 of the Standard Specifications:

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

**TACK COAT** Excepting asphalt binder for pavement reinforcing fabric, tack coat shall be SS1h with no water added.

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

**203-6.1 General.** Section 203-6.1 of the Standard Specifications is replaced with the following text: Asphalt concrete shall be the product of mixing mineral aggregate with paving asphalt conforming to 203-1 at a central mixing plant.

Asphalt concrete shall be class B-PG-64-10, 19 mm (3/4"), 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").

**203-6.4.3 Composition and Grading.** The following text is added to Section 203-6.4.3 of the Standard Specifications: Aggregate conforming with type A ¾" coarse of section 39 of the Caltrans standard specifications will be considered equivalent to type B and C1 as specified herein.

**203-7 RECYCLED ASPHALT CONCRETE-HOT MIXED.** Section 203-7 of the standard specifications is replaced with the following text: Recycled Asphalt Concrete (RAC) is not permitted.

## 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.** Work shall be done per the standard specifications and these special provisions.

**206-3.1 General.** The following text is added to section 206-3.1 of the standard specifications: All castings shall be manufactured true to pattern. Component parts shall fit together in a satisfactory manner. They shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion or defects. They shall be smooth and well cleaned by shotblasting.

**206-3.6 Asphalt Coatings.** The following text is added to section 206-3.6 of the standard specifications: Tree grates and frames shall be furnished bare without paint, primer, or coating of any type.

**SECTION 207 - PIPE**

**207-9 IRON PIPE AND FITTINGS.** Work shall be done per the standard specifications.

## 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 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 215 TRAFFIC CONTROL SIGNS

The following section is added to the standard specifications.

### 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 2006 California Manual on Uniform Traffic Control Devices (CaMUTCD), 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 2006 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 (Removal and Disposal of Materials) 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.

The contractor shall deliver removed pavers to the Public Works yard located at 14200 Chapman Road, San Leandro.

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.

Existing poles, signs, and parking meters within the limits of work are to be removed and reset or relocated.

300-1.3.3 Transitions. The following section is added to the standard specifications:

When work has been done that creates an offset between improvements and adjacent grades the Contractor shall immediately construct Pavement Transition conforms to provide continual access.

Areas which have been cold milled or excavated that are subject to pedestrian traffic, including but not limited to marked and un-marked crosswalks, and at all driveways, where the offset equals or exceeds 3/8 inch shall be immediately overlaid with asphalt concrete transition two (2) feet in width and the length of crosswalk or driveway prior to opening the area to pedestrian or vehicle traffic.

At pavement conforms or excavations where the offset equals or exceeds 3/8 inch shall be immediately overlaid with asphalt concrete transition six (6') feet minimum in width or a slope of 1:8 maximum prior to opening the street to traffic.

Longitudinal cold mill or excavated joints where the offset equals or exceeds 3/8 inch shall be overlaid with asphalt concrete transition two (2) feet in width prior to opening the street to traffic.

**300-1.4 Payment** The following is added to section 300-1.4 "Payment" of the standard specifications: Payment for all work described in section 300-1 "Clearing and Grubbing" is included in the contract price paid for the bid item for which the clearing and grubbing is performed and no separate payment will be made therefore.

**300-2 UNCLASSIFIED EXCAVATION.** Unclassified excavation shall conform to the provisions of Section 300-2, "Unclassified Excavation" of the Standard Specifications and these Special Provisions.

**300-2.1 General.** The following is added to section 300-2.1 "General" of the standard specifications:

Excavation equipment shall be approved by the Engineer prior to its use. Asphalt Concrete transitions shall be immediately installed in accordance with Section 302-5.2.5 of these Special Provisions.

Excess material shall become the property of the contractor and shall be removed and legally disposed of by the Contractor.

**300-2.2 Unsuitable Material.** The following is added to section 300-2.2 "Unsuitable Material" of the standard specifications:

After scarification and cultivation is completed in accordance with Section 301-1 and when the subgrade material cannot be compacted to a firm, hard, unyielding condition under heavy construction equipment by the methods specified in Section 301-1, "Subgrade Preparation" through no fault of the Contractor, the material shall be considered as unsuitable material. Scarification and cultivation of the top six (6) inches of subgrade shall be required prior to determination of unsuitable material.

Unsuitable material shall be removed and disposed of, and suitable material shall be placed and compacted to the planned subgrade as directed by the Engineer.

**300-2.9 Payment.** The following is added to section 300-2.9 "Payment" of the standard specifications: Payment for all work described in section 300-2 "Unclassified Excavation" is included in the contract price paid for the bid item for which the unclassified excavation is performed and no separate payment will be made therefore.

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

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

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

Scarification and cultivation of the upper 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.

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.

**301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.** The following is added to section 301-1.6: Contractor shall set all utility boxes to grade. Utility boxes to be placed in new concrete must be in sound condition free from cracks, chips, or other defects that will create an unsafe condition for pedestrian or vehicular traffic.

**301-1.7 Payment.** The following is added to section 301-1.7 of the standard specifications: Payment for all work described in section 301-1 “Subgrade Preparation” is included in the contract price paid for the bid item for which the subgrade is prepared and no separate payment will be made therefore.

**301-2 UNTREATED BASE.** Untreated base shall conform to 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: Existing base at roadway excavations which does not conform to the requirements of this section shall be reshaped or reworked, watered, and thoroughly recompacted so that the top 12” conforms to the specified requirements.

**301-2.4 Measurement and Payment.** Section 301-2.4 is replaced with the following:  
Payment for all work described in section 301-2 is included in the contract price paid for the bid item for which the base is placed and prepared except as noted below.

Bid item 24, 25, and 26 do not include the work described in section 301-2. Any work required to the base exposed by these bid items is included in bid item 23.

## SECTION 302 ROADWAY SURFACING

**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.

**302-5.3 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 than 70° Fahrenheit.

Asphalt concrete shown in drawing 122A, B, C and 128, case 3101, shall be placed by any method that results in a uniform surface meeting these specifications after compacting.

Trucks, loaded or empty, shall not be allowed on the new roadway surface until the asphalt concrete reaches ambient temperature.

The Contractor must protect existing trees from damage. Limbs 14' or higher above the existing grade must be protected. The Contractor shall either use low clearance equipment or hire a licensed arborist to trim limbs closer than 14' to the existing grade. The Contractor shall obtain written permission from property owners prior to working on private trees.

**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.

**302-5.9 Measurement and Payment.** Section 302-5.9 is replaced with the following text: Payment for all work described in section 302-5 “Asphalt Concrete Pavement” is included in the contract price paid for bid items 24, 25, and 26 except as noted below.

Payment for all work described in section 302-5 necessary for the construction of a 2’ wide AC tie-in per standard drawing numbers 100, 102 and 128 is included in the contract price paid for the bid items that require installation of concrete adjacent to asphalt concrete.

Payment for all work described in section 302-5 necessary for the installation of AC patch at compaction testing locations is included in the contract price paid for bid item 22.

## SECTION 303 CONCRETE AND MASONRY 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.

**303-5.1.2 Drainage Outlets Through Curb.** The following is added to section 303-5.1.2 of the standard specifications: Drains through curbs shall conform with Drawing 212 Case 3101.

**303-5.1.4 Order Of Work.** The following section is added to the standard specifications: Order of work shall conform to the provisions of Section 6-1, "Prosecution of Work," of the Standard Specifications and these special provisions.

The contractor shall call for inspections and receive approval from the Engineer at the following points of construction:

1. **Subgrade Inspection** after concrete, tree roots less than 4 inches in diameter, and all other material have been excavated to subgrade and removed from the work site. Prior to removal of tree roots 4 inches in diameter and larger, Contractor shall contact City Inspector at 510-304-9880 for determination about additional root removal.
2. **Form Inspection** after base rock has been placed and compacted, and forms are set in place.
3. **Final Inspection** after concrete has been placed and finished, and all cleanup work is satisfactorily completed. The Contractor's attention is directed to Section 9-3.2 for definition of "satisfactorily completed".

All inspections called for by the Contractor shall be 24 hours in advance by phoning 510-421-2079 and giving the work order numbers and locations needing inspection. Any location requiring correction will be subject to a reinspection requiring 24 hours notice.

The Contractor shall notify Underground Service Alert (USA) at telephone number 811 or (800) 227-2600 at least 48 hours prior to performing any work.

The existence of certain underground facilities requires that special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to, water supply main line, telephone cables, gas main, and electrical utilities.

**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.

In lieu of the required sample, the Contractor may submit a list of not less than three locations where stamped 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 match adjacent paving, if any. Work without adjacent paving shall be BOMANITE-"Running Bond Cobblestone" or approved equal.

**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.** Section 303-6.5 is added to the standard specifications as follows: Payment for all work described in section 303-6 "Stamped Concrete" is included in the contract price paid for bid item number 9 and no separate payment will be made therefore.

## SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

### 308-5 IRRIGATION SYSTEM INSTALLATION

**308-5.1 General.** The following text is added to section 308-1 of the standard specifications: Contractor shall relocate all irrigation components in conflict with the work.

**308-5.7 Payment.** The following section is added to the standard specifications: Payment for relocation of irrigation components in conflict with the work shall be made in accordance with section 3-3 Extra Work.

**308-9 DECOMPOSED GRANITE INSTALLATION.** The following sections are added to the standard specifications.

**308-9.1 General.** Blend 12 to 16 pounds of Stabilizer per 1-ton of decomposed granite. It is critical that Stabilizer be thoroughly and uniformly mixed throughout decomposed. Bucket blending is not acceptable. Blending with a rake and or shovel is not acceptable. A concrete mixer is recommended.

After pre-blending, place the Stabilized decomposed granite on prepared sub-grade. Place in lifts as required to achieve the compaction required below. Top of finished material shall be level with the adjacent sidewalk or top of curb elevation.

Water heavily to achieve full depth moisture penetration of the Stabilized decomposed granite. To achieve saturation, 25 to 45 gallons of water per 1-ton must be applied. During water application randomly test for saturation depth by using a probing device.

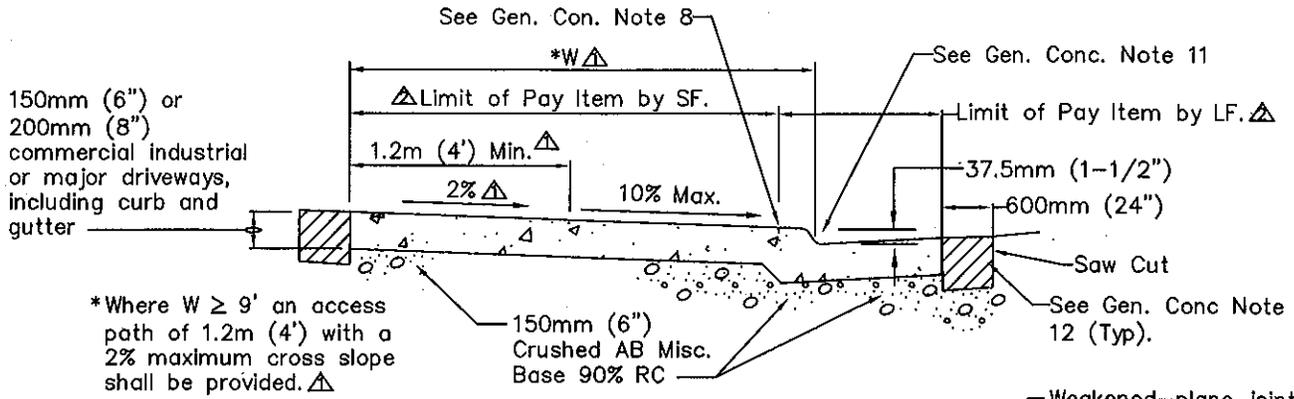
Upon thorough moisture penetration, compact decomposed granite to 85% relative compaction with an 8" to 10" hand tamp or 250 to 300 pound roller. Keep traffic off areas for 12 to 48 hours after compaction has been completed. Hand tamp around planting and irrigation systems.

Finished surface of decomposed granite shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking. Cured and compacted surface shall be firm throughout the profile with no spongy areas. Loose material shall not be present on the surface.

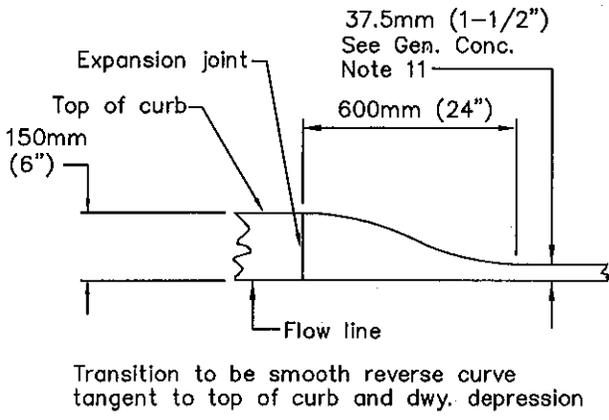
**308-9.2 Payment.** Payment for all work described in section 308-9 "Decomposed Granite Installation" is included in the contract price paid for bid item number 20 and no separate payment will be made therefore.

**APPENDIX A:**  
**STANDARD PLANS**

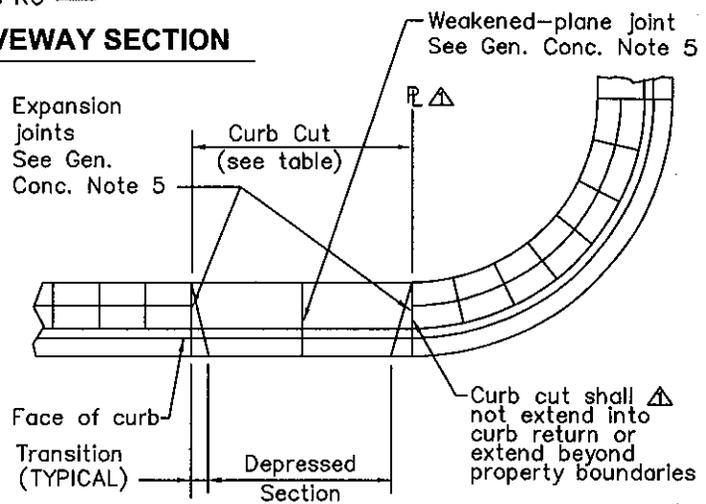




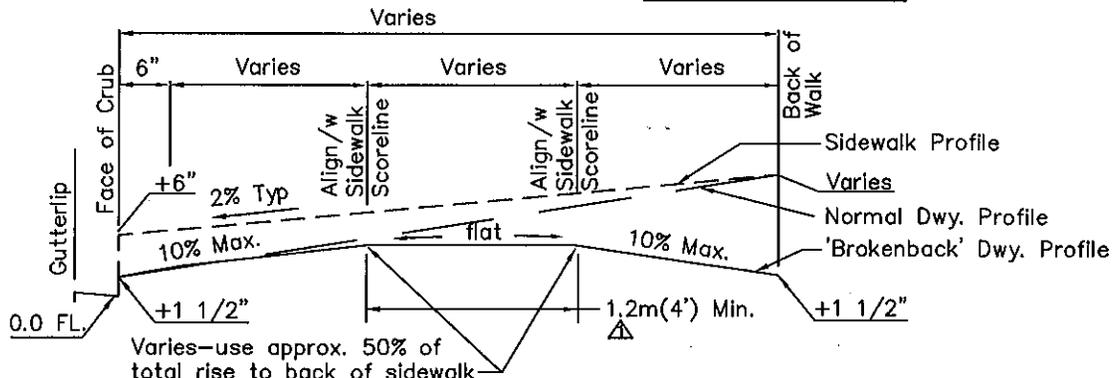
**TYPICAL DRIVEWAY SECTION**



**CURB TRANSITION**



**DRIVEWAY PLAN**



**ALTERNATE 'BROKENBACK' DRIVEWAY**

Requires **PRIOR** approval from City Engineer

**NOTES:**

- 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.
- General Concrete Notes Dwg. 104 Case 3101 shall apply.

Allowable curb cut widths		
Use of property	Maximum width	Maximum % of frontage
Residential	7.3m (24')	50%
Professional	7.3m (24')	50%
Commercial	11.9m (39')	65%
Industrial	11.9m (39')	50%

(Minimum curb cut width 3.65m (12'))

ACAD FILE: C3101D102 Rev2.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY
▲	ADDED NOTES	9/8/05	-
▲	Added "Limits of Pay Item by SF"	8/14/07	AMS

**CONCRETE DRIVEWAY APPROACH**

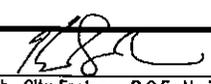
APPROVED  
  
 Kenneth Joseph, City Engineer R.C.E. No.34870  
 Expires 9/30/09

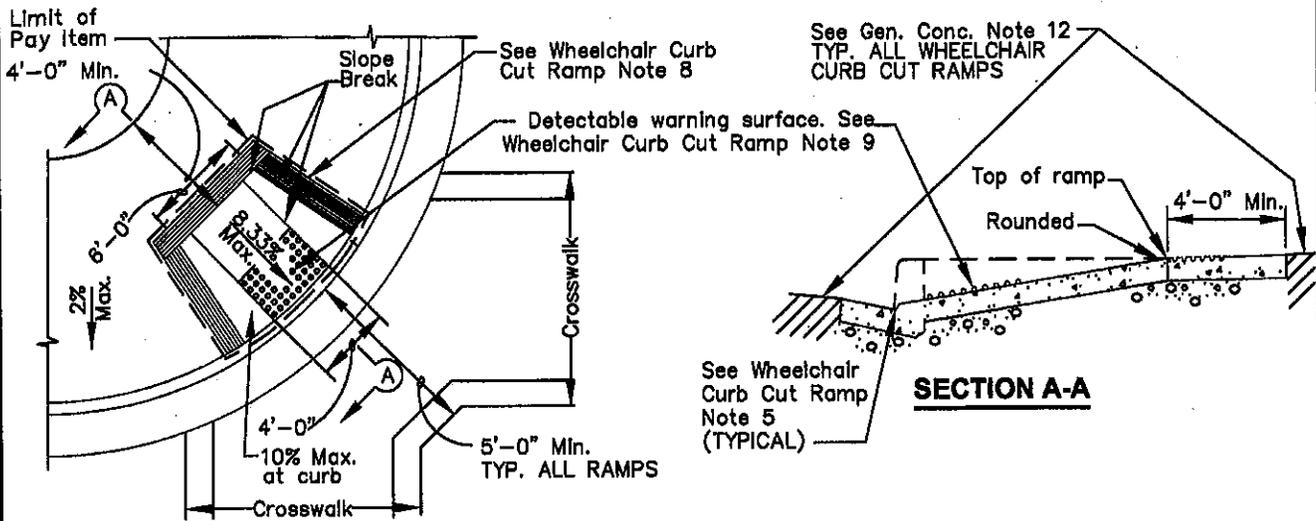
DRAWN GF/MLWH/VL	CHECKED KJ/KRC	DATE May 2002	SCALE NONE	SHEET 1 OF 1	DWG. 102 CASE 3101
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1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements 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.  $\Delta$
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.
- $\Delta$  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. 6.25mm (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, 50mm (2") deep for sidewalks, 75mm (3") deep for 150mm (6") thick driveways, and 100mm (4") deep for 200mm (8") thick driveways, shall be spaced at 3m (10') nominal intervals, and at each side of curb ramps, mid-points of driveways with curb cuts exceeding 6m (20') and as directed by the City Engineer. All joints shall extend through the curb and gutter.
- $\Delta$  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 12.5mm (1/2") radius. Decorative finish see note 20.  $\Delta$
  8. Sidewalk shall be score marked at 750mm (30") nominal intervals each way or to match existing score marks. Monolithic curb, sidewalk and driveway shall have a continuous score mark 150mm (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.  $\Delta$
10. Extruded curb or gutter requires PRIOR approval by the City Engineer. Extruded sidewalks or driveways are prohibited.
11. For existing AC overlaid gutter, flow line of new concrete gutter shall match existing concrete gutter flow line. Curb lip at driveways shall be increased to 12.5mm (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 curbs constructed adjacent to AC, shall be formed, finished and tooled. A 600mm (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 150mm (6") deep on minor streets, parking lots, pathways, etc., 225mm (9") deep on collector streets and 300mm (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 900mm (36") OC max. 100mm (4") min. embedment. Drill for drive tight fit or epoxy in place. Decorative finish see note 20.  $\Delta$
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 750mm (30") in either length or width. If the saw cut in sidewalk or driveway would fall within 750mm (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 150mm (6") and the typical City gutter width is 450mm (18"). However, existing curb heights 75mm (3") to 225mm (9") and gutter widths 300mm (12") to 600mm (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.
- $\Delta$  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 Rev1.DWG.

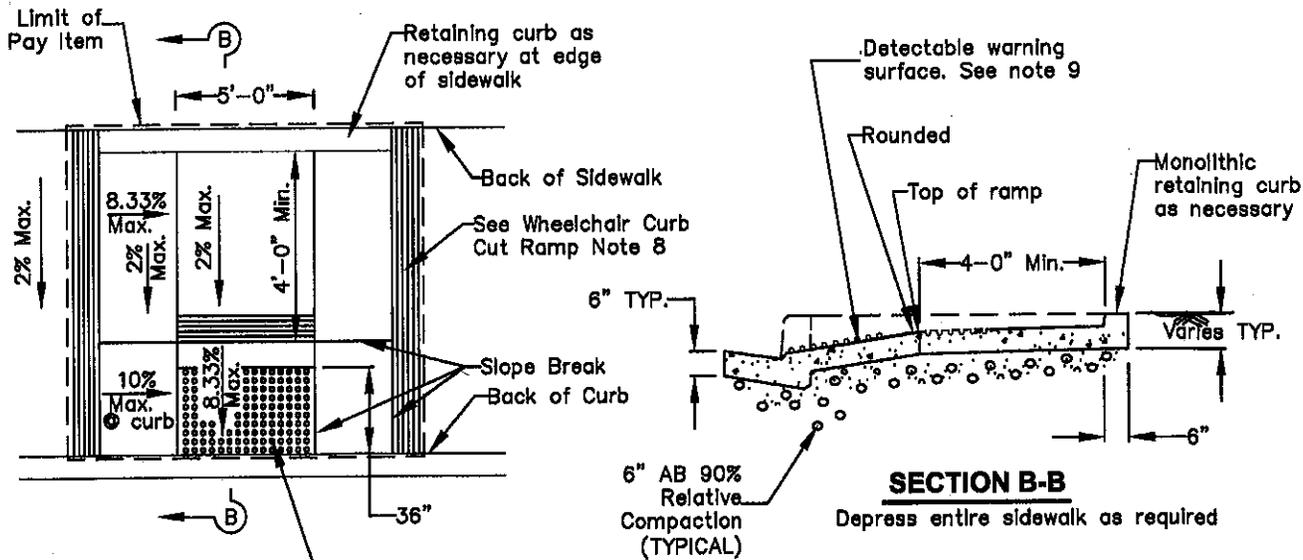
## CITY OF SAN LEANDRO \* STANDARD PLANS

NO.	REVISIONS	DATE	BY	<b>GENERAL CONCRETE NOTES</b>			APPROVED	
$\Delta$	Added ref. to notes #20	1/17/07	AMS				 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09	
$\Delta$	Deleted 2nd half of note 6	1/17/07	AMS					
$\Delta$	Added note #20	1/17/07	AMS					
DRAWN GF/MLWH/VL				CHECKED KJ/KRC	DATE May 2002	SCALE NONE	SHEET 1 OF 1	DWG. NO. 104 CASE 3101



**TYPE A**

(When sidewalk is narrow, Type B, C or D shall apply)

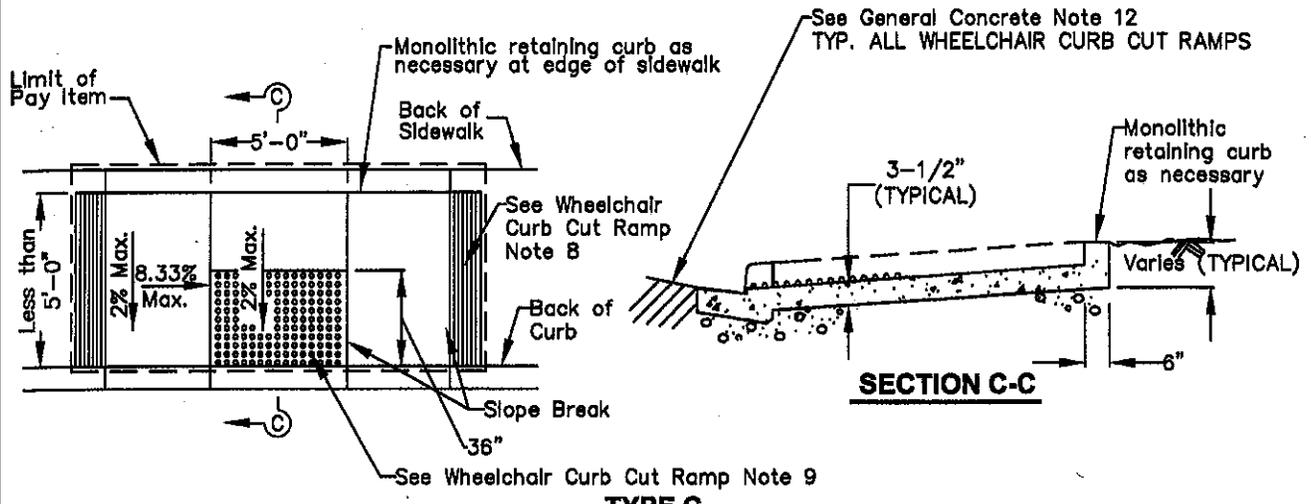


**TYPE B**

NOTE: SEE WHEELCHAIR CURB CUT RAMP AND DETECTABLE WARNING SURFACE NOTES DWG. 106C & 106D CASE 3101  
ACAD FILE NO. 03101D106A Rev5.DWG

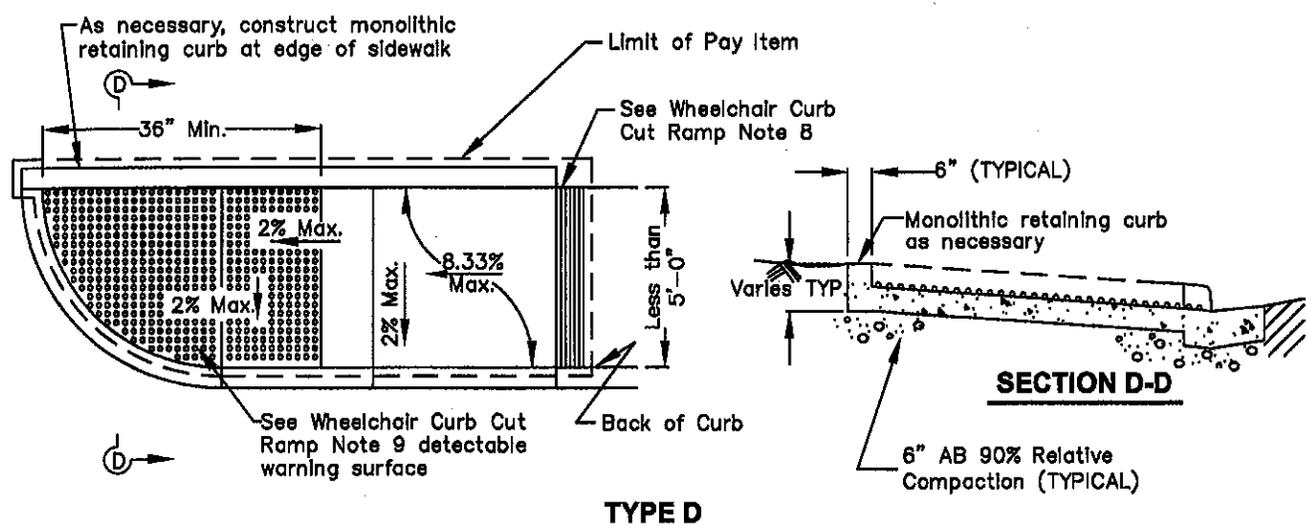
**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	APPROVED									
A	Deleted all Metric Dimensions	8/24/12	AMS		 Kenneth Joseph, City Engineer R.G.E. No. 34870 Expires 9/30/13								
<b>WHEELCHAIR CURB CUT RAMP TYPE A &amp; B</b>													
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	June 2004	SCALE	NONE	SHEET	1 OF 4	DWG. NO.	106A	CASE.	3101



**TYPE C**

Use when sidewalk is less than 5'-0" wide or as applicable



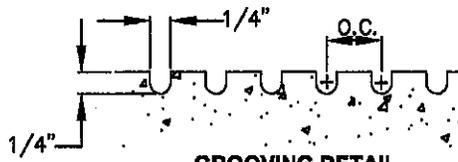
**TYPE D**

Use when sidewalk is less than 5'-0" wide or as applicable  
 Requires custom manufactured Detectable Warning Surface tile for cast in place applications, verify field measurements prior to manufacture. Surface application requires prior Engineer approval.

NOTE: SEE WHEELCHAIR CURB CUT RAMP AND DETECTABLE WARNING SURFACE NOTES DWG. 106C & 106D CASE 3101  
 ACAD FILE NO. CS101D106B Rev3.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	APPROVED <i>Kenneth Joseph</i> Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 9/30/13
1	Deleted all Metric dimensions	4/24/12	AMS	
DRAWN GF/MLWH/VL				SCALE NONE
CHECKED KJ/KRC		DATE June 2004	SHEET 2 OF 4	DWG. NO. 106B CASE. 3101



**GROOVING DETAIL**

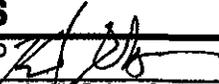
Border Grooves approximately 3/4" O.C.

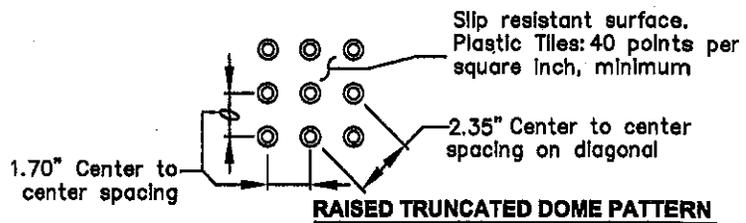
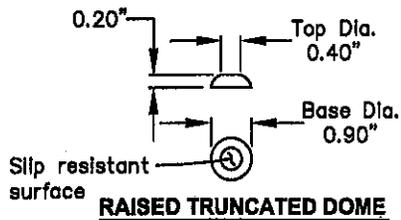
1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) 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.

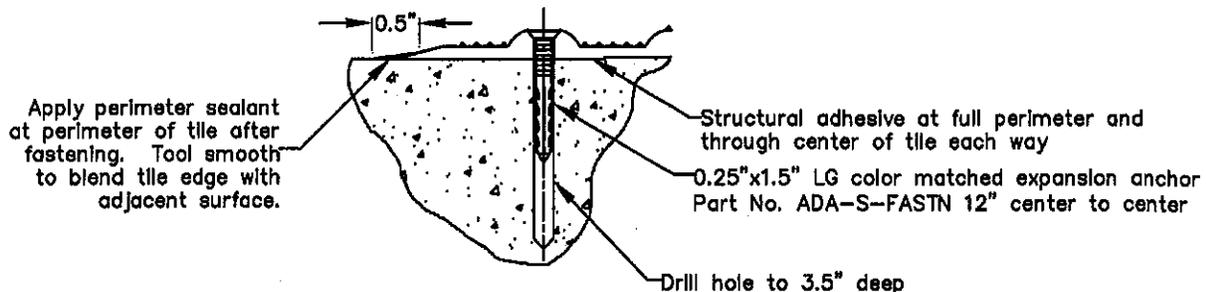
ACAD FILE NO. C3101D106C Rev5.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	APPROVED
1	Deleted all Metric dimensions	4/24/12	AMS	 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13
<b>WHEELCHAIR CURB CUT RAMP NOTES</b>				
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE
				June 2004
				SCALE
				NONE
				SHEET
				3 OF 4
				DWG. NO.
				106C
				CASE.
				3101



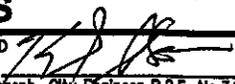
15. **TRUNCATED DOMES – PLASTIC TILES:** Tiles shall be "Armor Tile" as manufactured by Engineered Plastics Inc., Tel: (800)–682–2525, or approved equal. Tiles shall be a single tile, full width x 36" deep nominal, manufactured of an epoxy polymer composite with an ultraviolet stabilized, colorfast coating 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, Mapel, 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.

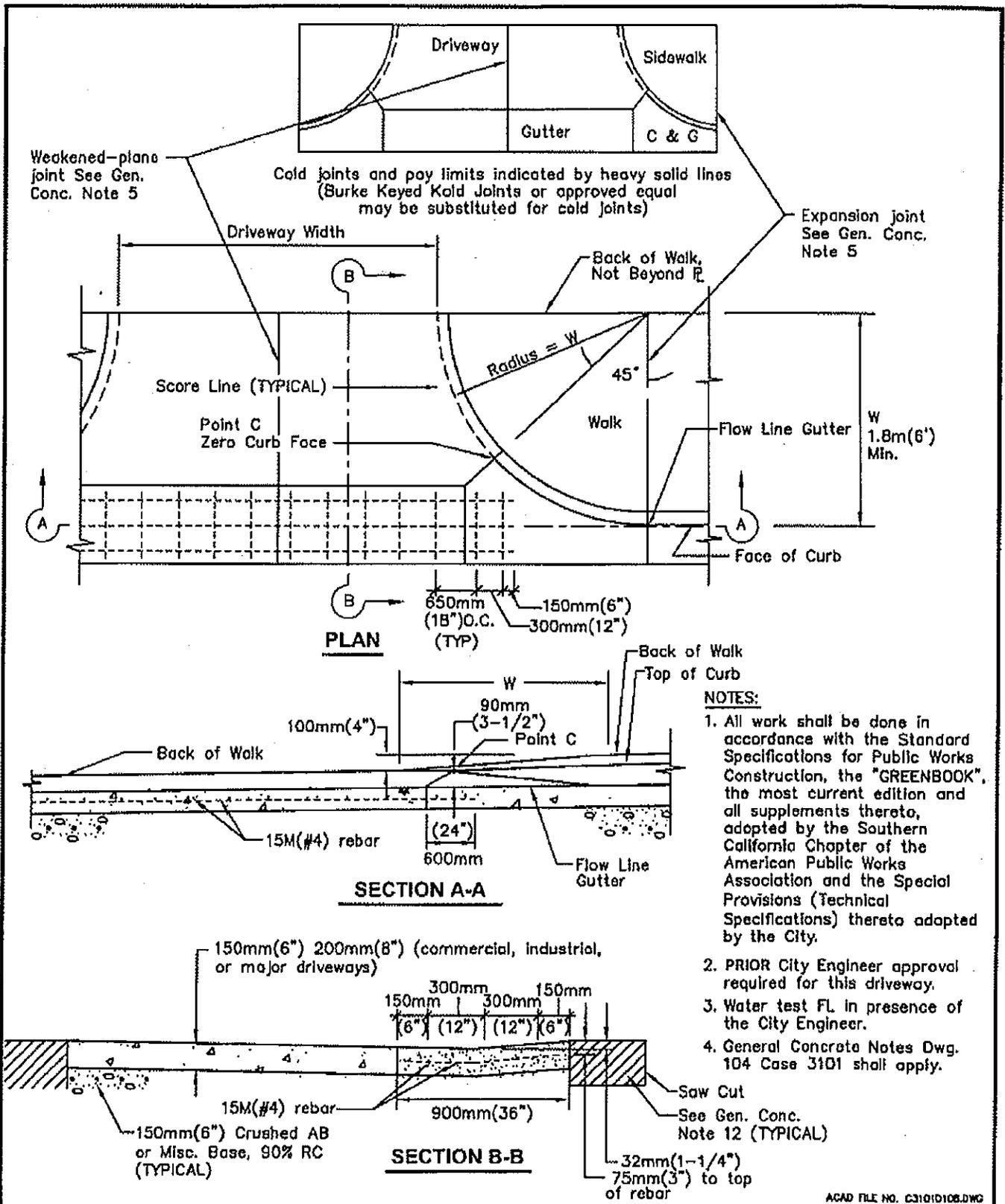


**SURFACE APPLIED TILE INSTALLATION DETAIL**

ACAD FILE NO. G3101D106D Rev4DWG

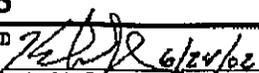
**CITY OF SAN LEANDRO \* STANDARD PLANS**

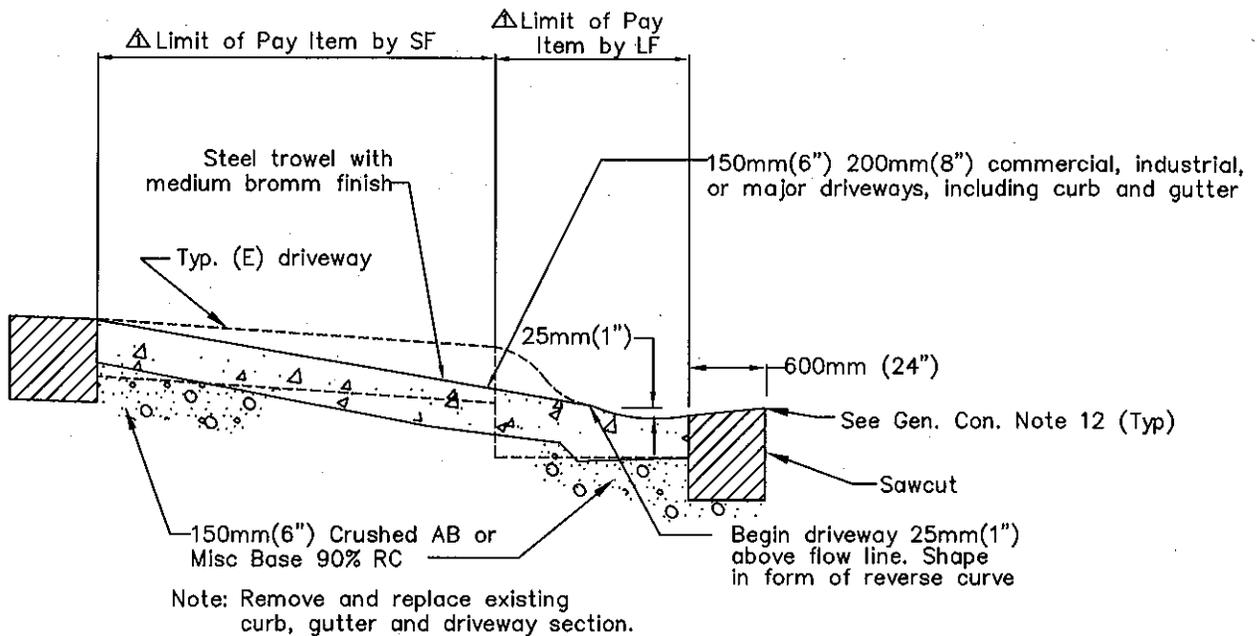
NO.	REVISIONS	DATE	BY	APPROVED									
1	Deleted all Metric dimensions	4/24/12	AMS	 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13									
<b>WHEELCHAIR CURB CUT RAMP            DETECTABLE WARNING SURFACE NOTES</b>													
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	June 2004	SCALE	NONE	SHEET	4 OF 4	DWG. NO.	106D	CASE.	3101



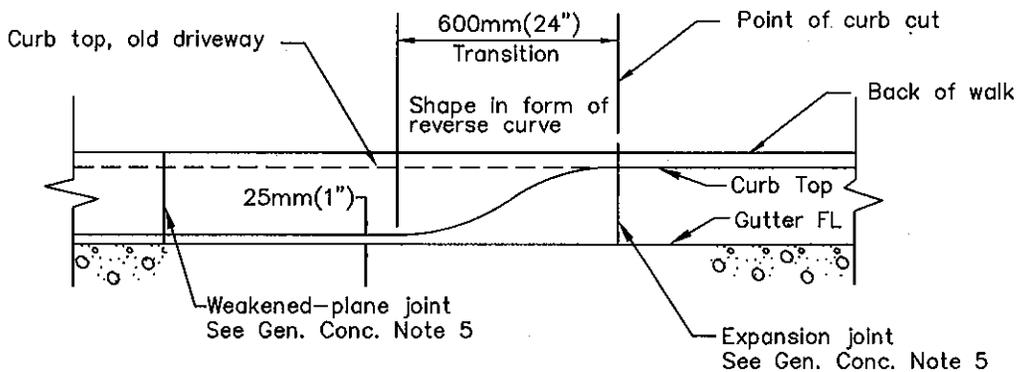
ACAD FILE NO. C31010108.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE					APPROVED						
			<b>DEPRESSED DRIVEWAY APPROACH</b>				 Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 9/30/03						
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	May 2002	SCALE		NONE	SHEET	1 OF 1	DWG. NO.	108	CASE.



**MODIFIED DRIVEWAY SECTION**



**ELEVATION**

**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. For allowable curb cut widths see Dwg. 102 Case 3101.

ACAD FILE NO. C3101D110 Rev1.DWG.

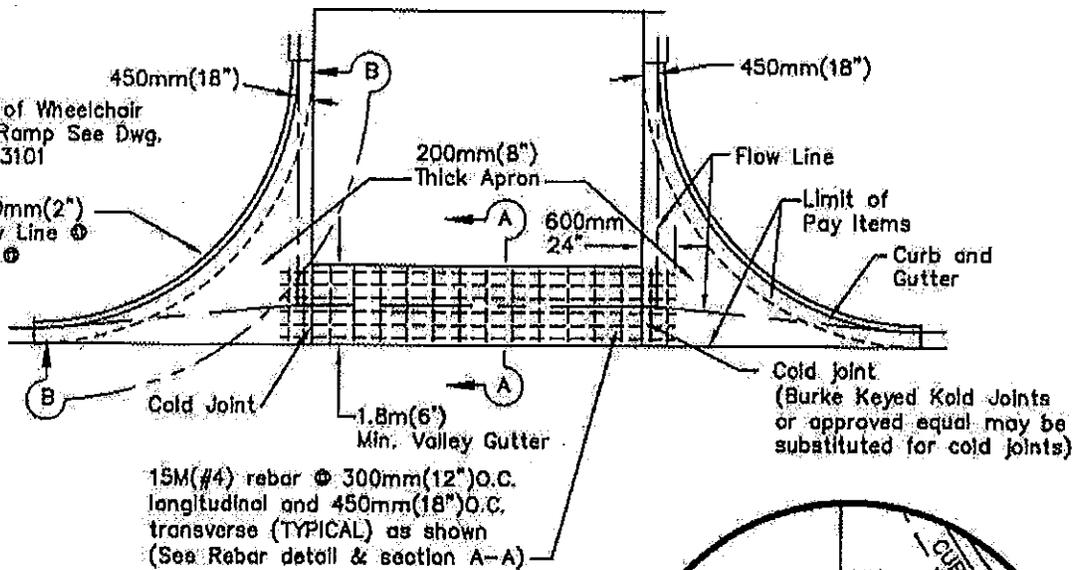
**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	ROLLED CURB MODIFIED DRIVEWAY APPROACH			APPROVED
Δ	Added "Limit of Pay Item by SF"	8/14/07	AMS				 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. 110 CASE. 3101	



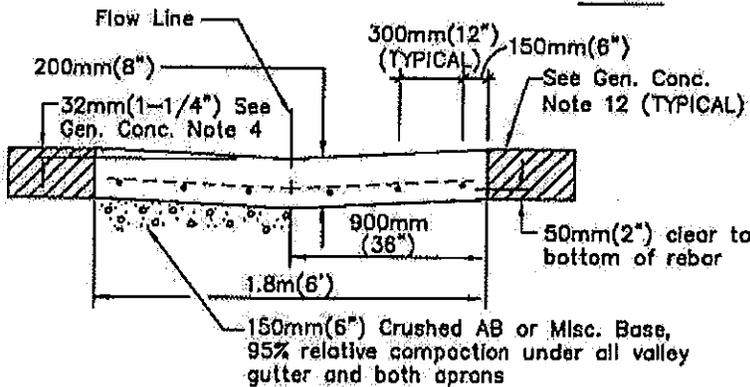
For detail of Wheelchair Curb Cut Ramp See Dwg. 106 Case 3101

Elev. + 50mm(2") above Flow Line @ curb face @ C of curb return

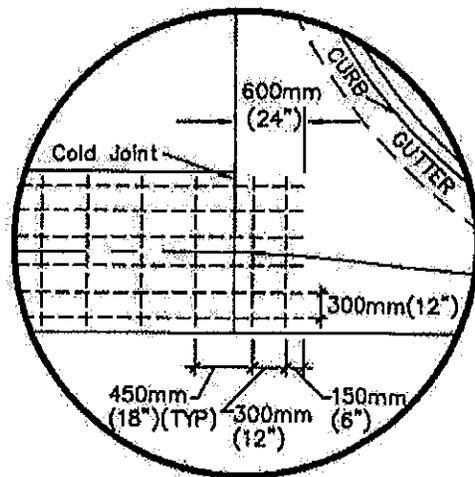


15M(#4) rebar @ 300mm(12") O.C. longitudinal and 450mm(18") O.C. transverse (TYPICAL) as shown (See Rebar detail & section A-A)

**PLAN**



**SECTION A-A**

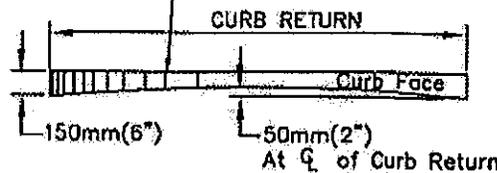


**REBAR DETAIL**

**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. Concrete valley gutter apron shall be constructed monolithically with curb and gutter.
4. Variable where controlled by existing curb and gutter at valley ends.
5. Plan designates pay limits of valley gutter when applicable.
6. Water test flow line in presence of the City Engineer.

For details of Wheelchair Curb Ramp see Dwg. 106 Case 3101



**VIEW B-B**

Elevation at curb return face

ACAD FILE NO. G3101D114.DWG.

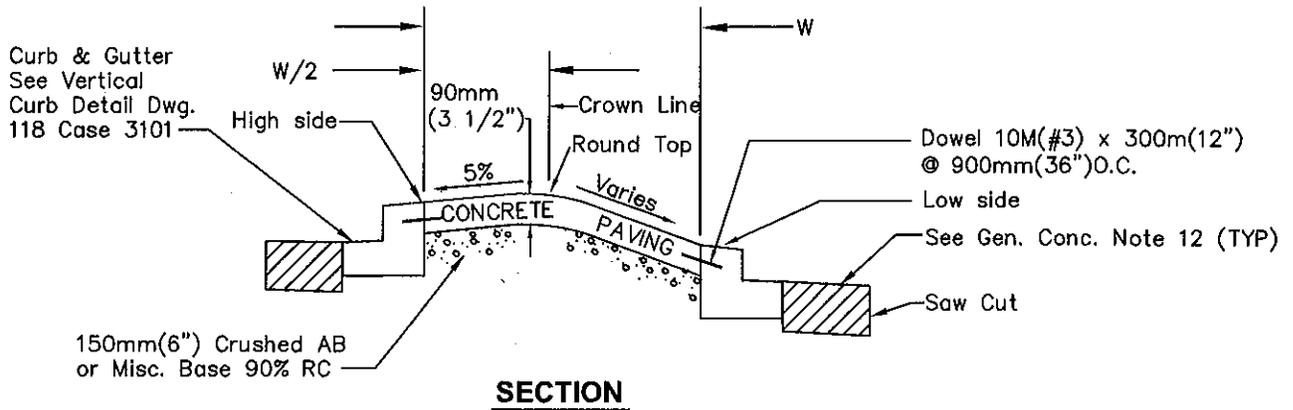
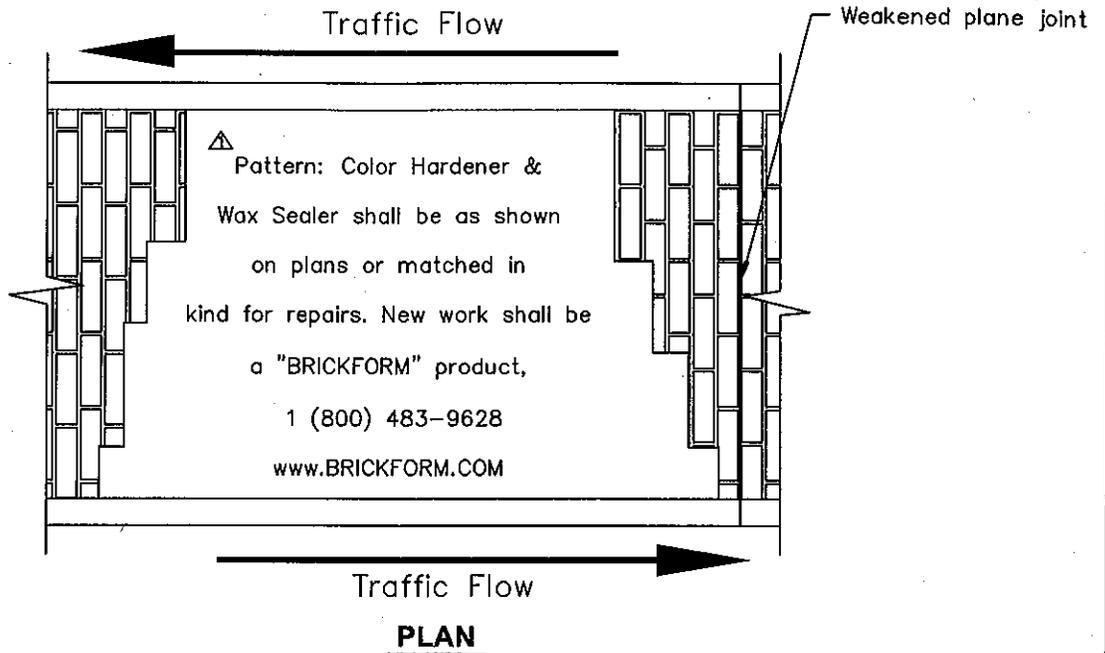
**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE

**VALLEY GUTTER**

APPROVED  
  
 Kenneth Joseph, City Engineer R.C.E. No. 34870  
 Expires 9/30/03

DRAWN	GF/MLWH/AL	CHECKED	KJ/KRC	DATE	May 2002	SCALE	NONE	SHEET	1 OF 1	DWG. NO.	114	CASE.	3101
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**NOTES:**

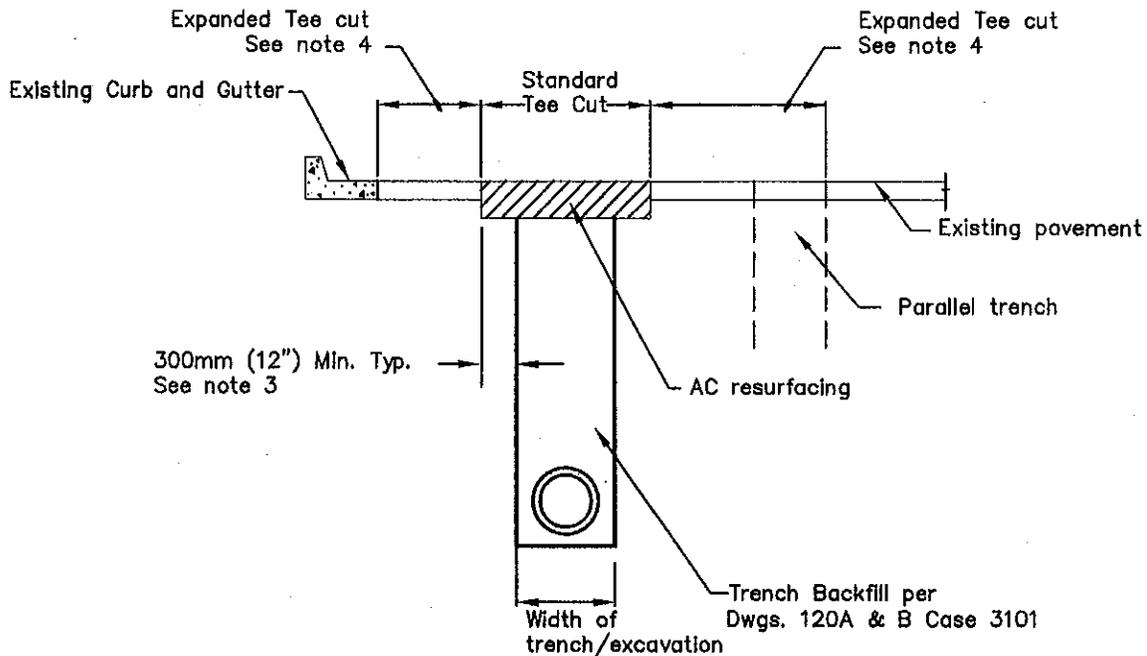
1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. Grade 5% from back of highest curb to center of median island. (Grade will vary from low side of curb).
3. Triangular islands - grade as shown on the project plans.
4. Island weakened-plane joints, including curb and gutter expansion or weakened-plane joints shall be aligned to match grout lines.
5. The contractor shall protect adjacent curb & gutter from color staining during stamped concrete operation.
6. Install sleeve around all sign posts. Set top of sleeve to finished grade.
7. General Concrete Notes Dwg. 104 Case 3101 shall apply.
8. Relocate and set all utility boxes to grade in one plane.

ACAD FILE NO. C3101D116 Rev1.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

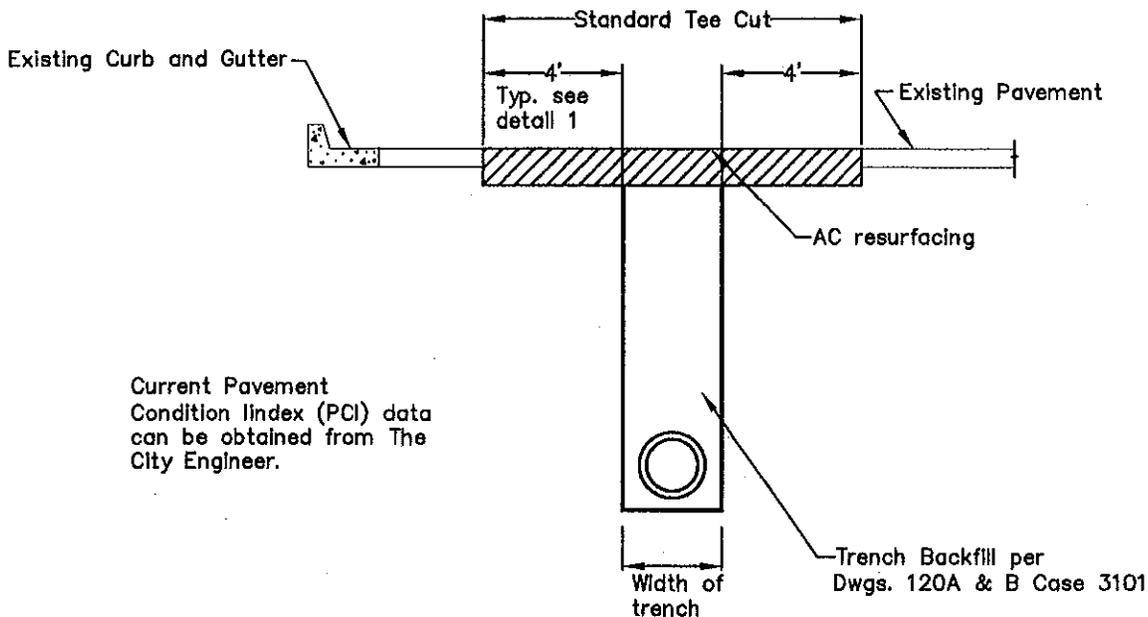
NO.	REVISIONS	DATE	BY	
A	REVISED NOTES ON TRAFFIC FLOW	8/10/07	AMS	<b>STAMPED CONCRETE PAVING</b>
DRAWN GF/MLWH/VL    CHECKED KJ/KRC    DATE May 2002    SCALE NONE    SHEET 1 OF 1				APPROVED
				Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09
				DWG. NO. <u>116</u> CASE. <u>3101</u>





**DETAIL 1**

All excavations in AC pavement with PCI < 85 except cores of 12" diameter or less



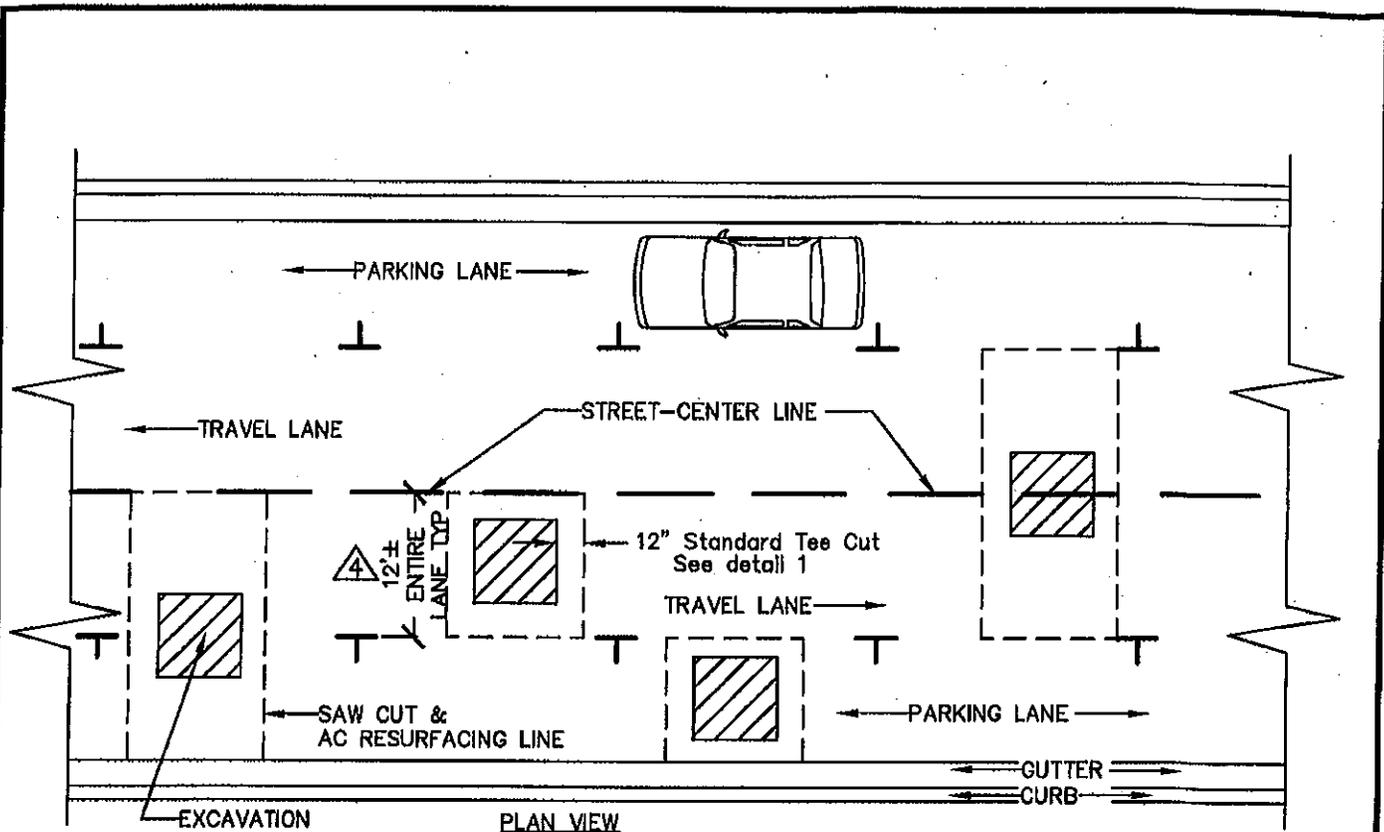
**DETAIL 2**

Longitudinal Trenches (parallel to traffic lanes) in AC pavement with PCI ≥ 85

ACAD FILE NO. C3101D122ABC Rev2.DWG

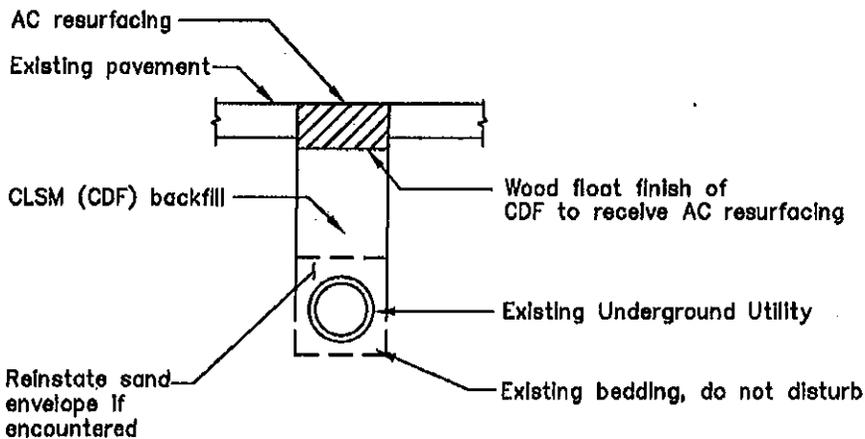
**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	APPROVED									
2	Changed name "Trench Resurfacing" Revised drawings & notes for Details 1 & 2	12/8/08	NT	 Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 8/30/09									
<b>EXCAVATION RESURFACING</b>													
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	May 2002	SCALE	NONE	SHEET	1 OF 3	DWG. NO.	122A	CASE.	3101



**DETAIL 3**

**All excavations in AC pavement with  $PCI \geq 85$  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. C3101D123B Rev4.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	APPROVED			
	4 Added 12"± to detail 3	2/22/11	NT		<i>[Signature]</i>		
EXCAVATION RESURFACING				Kenneth Joseph, City Engineer R.C.E. No. 34870			
				Expires 9/30/11			
DRAWN	NT/AMS	CHECKED	DATE	SCALE	SHEET	DWG. NO.	CASE.
			DEC 2008	NONE	2 OF 3	122B	3101

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. 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:

- ⚠ 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.

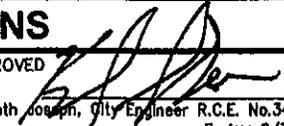
All base courses shall be mechanically compacted with a rammer or tamper with particular attention to the perimeter and corners of the excavation. Surface course shall be compacted with steel wheeled roller. A vibratory plate may be used for surface course of 4 sq.2ft. maximum.

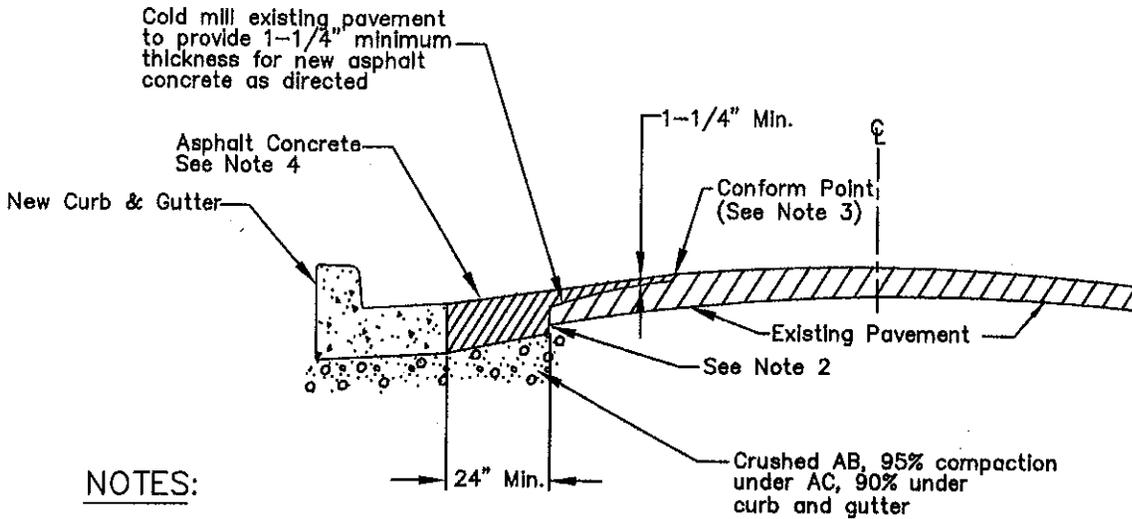
95% Relative Compaction minimum all courses. See Note 8.

SS-1h Tack Coat (paint binder) all hard surfaces. (AC, PCC, etc.)

ACAD FILE NO. C101D122C Rev4.DWG

## CITY OF SAN LEANDRO \* STANDARD PLANS

NO.	REVISIONS	DATE	BY		APPROVED
⚠	Saw cut full depth. Demo full depth pvt at Tee cut	7/25/11	NT	<b>EXCAVATION RESURFACING NOTES</b>	 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



**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

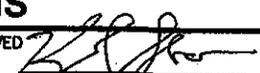
\*Rollers must fit entirely within the trench for base courses.

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 .37m<sup>2</sup> (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).

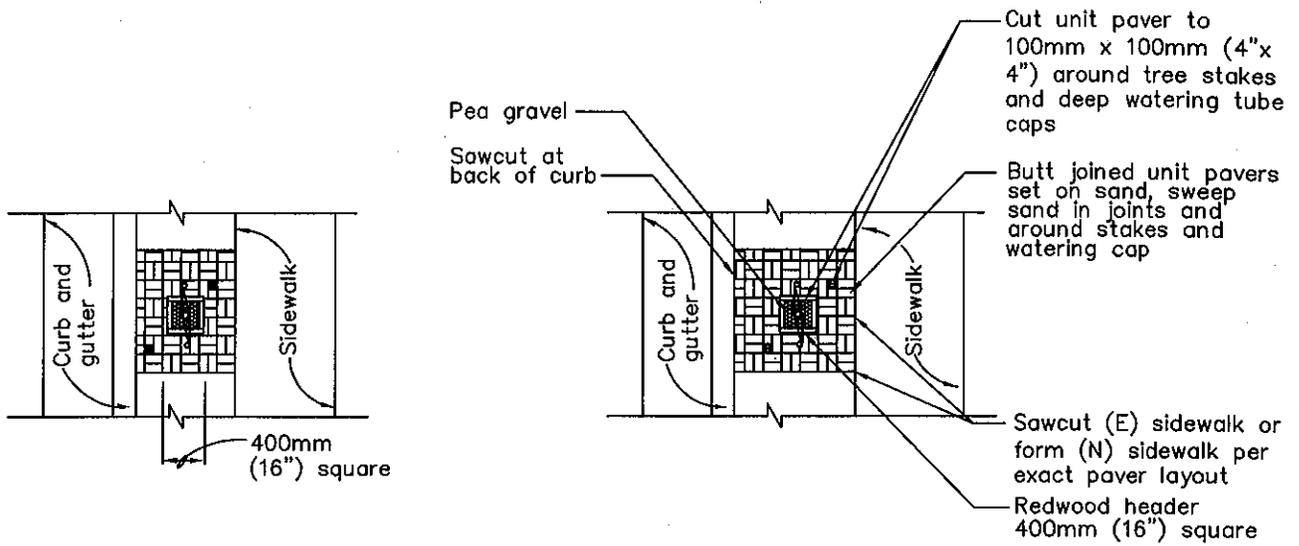
5. 95% Relative Compaction minimum all courses. AC shall be tested by a City approved lab at contractor's expense. Certified test results shall be provided to the City Engineer.
6. SS-1h Tack Coat (paint binder) all hard surfaces (AC, PCC, etc.).
7. The City Engineer may specify PG70-10 Paving Grade 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. All striping shall be replaced in kind and must be approved by City Engineer prior to final of project.

ACAD FILE: C3101D128 Rev2.DWG.

**CITY OF SAN LEANDRO \* STANDARD PLANS**

<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>Δ</td> <td>All Striping to be replaced</td> <td>4/12/10</td> <td>NT</td> </tr> </tbody> </table>				NO.	REVISIONS	DATE	BY	Δ	All Striping to be replaced	4/12/10	NT	<b>PAVEMENT TIE-IN</b>				APPROVED  Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/11	
NO.	REVISIONS	DATE	BY														
Δ	All Striping to be replaced	4/12/10	NT														
DRAWN GF/MLWH/VL		CHECKED KJ/KRC		DATE May 2002	SCALE NONE	SHEET 1 OF 1	DWG. NO. 128 CASE. 3101										



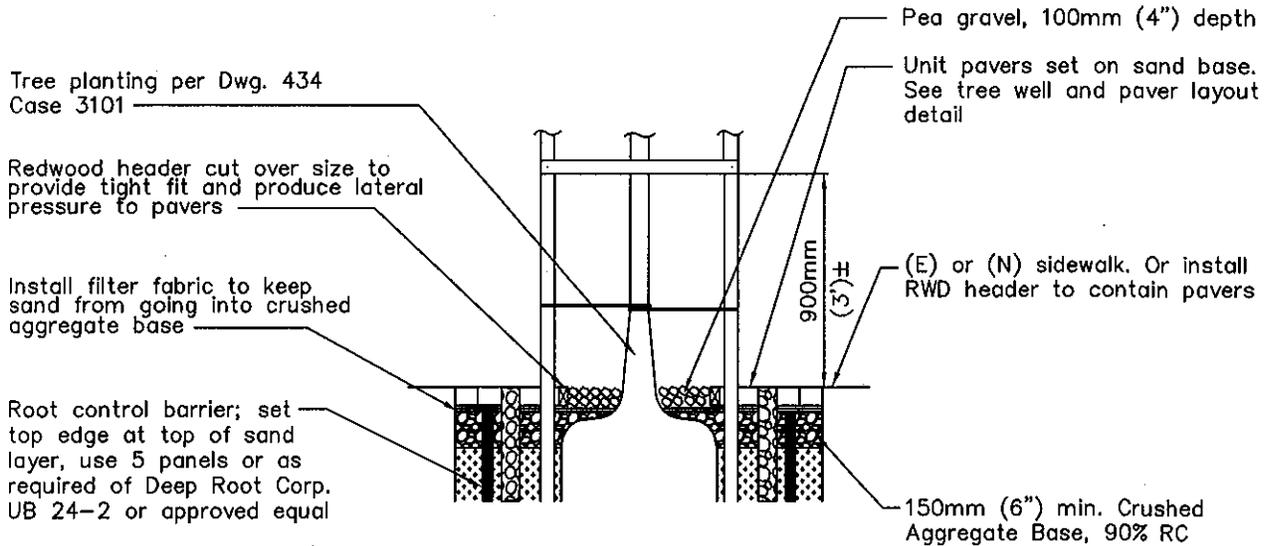


**TREE WELL AND PAVER LAYOUT**

(900mm x 1200mm (3'x4') Tree Well)

**TREE WELL AND PAVER LAYOUT**

(1200mm x 1200mm (4'x4') Tree Well)



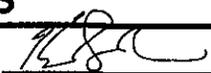
**TREE PLANTING AND STAKING**

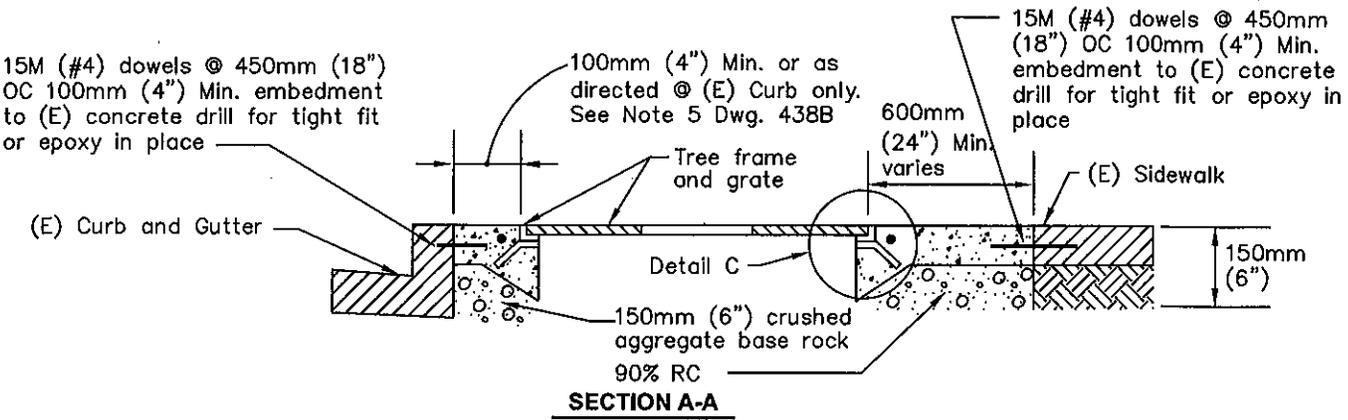
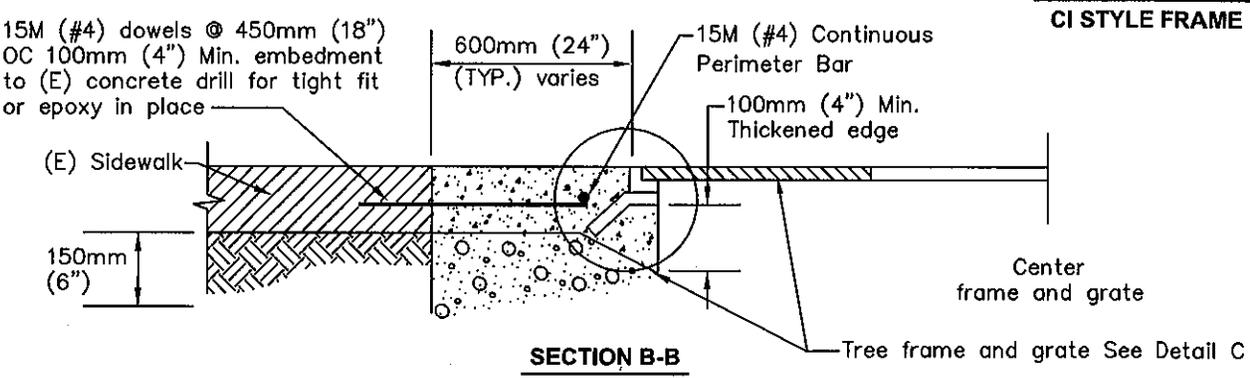
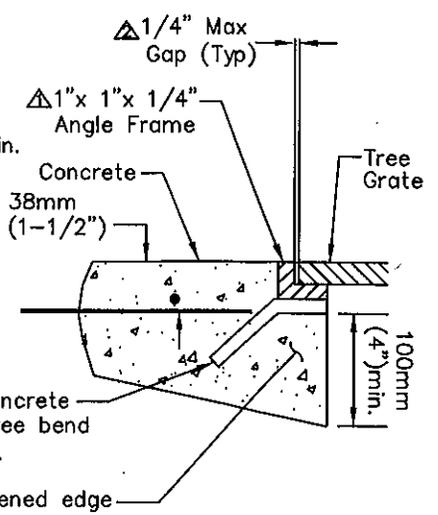
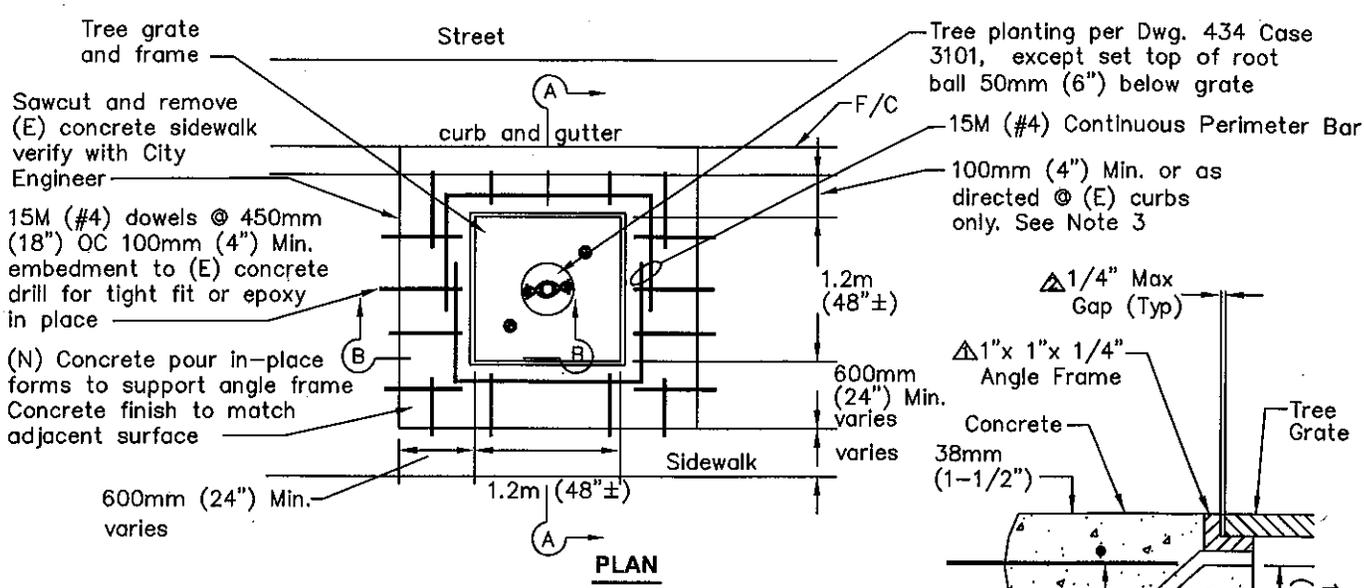
**NOTES:**

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. Interlocking pavers by Calstone Company (408) 984-8800, www.calstone.com "Holland", Red/Charcol/Terracotta, 200mm (8") x 100mm (4") x 60mm (2 3/8") or approved equal.
3. See Dwg. 434 Case 3101 for Tree Planting details.

ACAD FILE: C3101D436 Rev1.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	INTERLOCKING PAVER TREE WELL INSTALLATION				APPROVED						
△	Revised note #2	11/1/08					 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.	436	CASE.	3101



NOTES Dwg. 438B Case 3101 shall apply

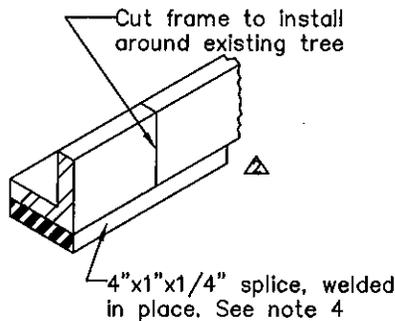
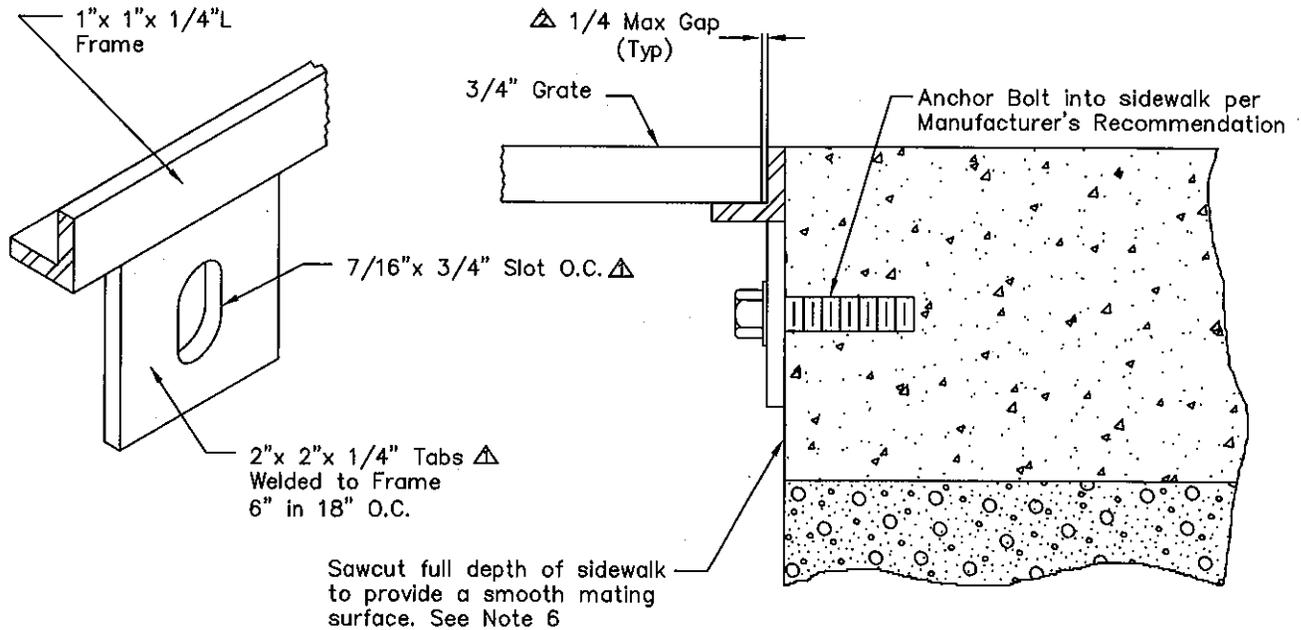
ACAD FILE NO. C3101D438AB Rev2.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY
1	REVISED VENDOR & SPECS.	9/23/05	---
2	Add MAX GAP & Rev NAME	11/1/06	AMS

**△ GRATED TREE WELL INSTALLATION**

APPROVED   
 Kenneth Joseph, City Engineer R.C.E. No.34870  
 Expires 9/30/09



**RF STYLE FRAME**

For Use In Existing Surround Slabs  
 PRIOR Approval by the City Engineer Required

- 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.
- Cast-in-Place Ductile Iron Tree Grate and Frame: South Bay Foundry, Inc. (619) 956-2780 Fax (619) 956-2788, Model STB D11 Series 48" Square with CI Style frame or approved interchangeable unit. Install per manufacturer's specifications. Assemble tree grate frame with hardware provided, countersinking flathead screws flush or below the bearing surface of the frame. Concrete shall be cast with both tree grate halves within the frame. Do not remove tree grate until concrete is set.  $\Delta$
- Retrofit Ductile Iron Tree Grate and Frame: South Bay Foundry, Inc. (619) 956-2780 Fax (619) 956-2788, 48" Square with RF Style frame or approved interchangeable unit. Install per manufacturer's specifications.  $\Delta$
- If necessary to cut frame to install around existing tree, frame shall be rewelded with 4"x1"x1/4" splice after verifying square & flatness of frame, 1/4" maximum gap between frame and grate.  $\Delta$
- For (N) C, G, & SWK construction, abutt, the frame and grate to back of curb, delete dowels.
- All concrete work shall be per Dwg. 100, 104, 112 Case 3101.
- Satisfactory condition of sidewalk shall be verified by the City Engineer PRIOR to installation. Damaged, deteriorated, or otherwise unsatisfactory sidewalk shall require Cast-in-Place units.

ACAD FILE NO. C3101D438AB Rev2.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	<b>GRATED TREE <math>\Delta</math> WELL INSTALLATION</b>			APPROVED						
$\Delta$	REVISED VENDOR & SPECS.	9/23/05	---				Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09						
$\Delta$	Add MAX GAP & Rev NAME note 4, reweld detail	11/1/06	AMS										
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	Sept. 2005	SCALE	NONE	SHEET	2 OF 2	DWG. NO.	438B	CASE.	3101

# 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.

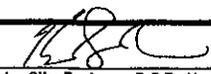
Traffic Control Plans shall include:

- "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 proceeding 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. C31Q1D608ABC Rev1.DWG

## CITY OF SAN LEANDRO \* STANDARD PLANS

NO.	REVISIONS	DATE	BY	<b>TRAFFIC CONTROL PLAN</b> <b>△ GUIDELINES</b>			APPROVED
1	ADDED "GUIDELINES" TO TITLE	10/1/07	AMS				
DRAWN GF/MLWH/VL		CHECKED KJ/KRC	DATE October 2007	SCALE NONE	SHEET 1 OF 3	DWG. NO. 608A CASE. 3101	

**TRAFFIC CONTROL PLANS REQUIRED**

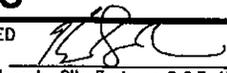
Street Name	Begin	End	Classification	Flashing Arrow Panel	Caltrans ROW
136TH AVE	E 14TH ST	SCHOOL ST	RES. COLLECTOR	NO	⊙ E 14TH ST
143RD AVE	WASHINGTON AVE	E 14TH ST	COLLECTOR	NO	⊙ E 14TH ST
148TH AVE	E 14TH ST	BANCROFT AVE	LOCAL	NO	⊙ E 14TH ST
150TH AVE	HESPERIAN BLVD	I-580	ARTERIAL	YES	⊙ E 14TH ST & I-580 OFF RAMP
ADAMS AVE	DOOLITTLE DR	BIGGE ST	COLLECTOR	NO	⊙ DOOLITTLE DR
ALADDIN AVE	TEAGARDEN ST	ALVARADO ST	ARTERIAL	YES	
ALVARADO ST	DAVIS ST	MARINA BLVD	COLLECTOR	YES	⊙ DAVIS ST
ALVARADO ST	MARINA BLVD	FREMONT AVE	ARTERIAL	YES	
ALVARADO ST	FREMONT AVE	PORTOLA ST	RES. COLLECTOR	NO	
AURORA DR	WILLIAMS ST	FAIRWAY DR	RES. COLLECTOR	NO	
BANCROFT AVE	N/CITY LIMIT-DURANT AVE	E 14TH ST	RES. ARTERIAL	YES	⊙ E 14TH ST
BEATRICE ST	W/O FREEWAY OFF RAMP	KESTERSON ST	RES. COLLECTOR	YES	⊙ I-880 OFF RAMP
BENEDICT DR	ESTUDILLO AVE	SOUTH CITY LIMITS	COLLECTOR	YES	⊙ I-580 ON/OFF RAMPS
BEST AVE	SAN LEANDRO BLVD	E 14TH ST	RES. COLLECTOR	NO	
BIGGE ST	N CITY LIMITS	S SIDE ADAMS AVE	COLLECTOR	NO	
BLOSSOM WAY	E 14TH ST	BANCROFT AVE	COLLECTOR	NO	⊙ E 14TH ST
BROADMOOR BLVD	E 14TH ST	BANCROFT AVE	LOCAL	YES	⊙ E 14TH ST
CALLAN AVE	E 14TH ST	HUFF AVE	RES. ARTERIAL	YES	⊙ E 14TH ST
CALLAN AVE	HUFF AVE	BANCROFT AVE	COLLECTOR	YES	
CASTRO ST	SAN LEANDRO BLVD	E 14TH ST	COLLECTOR	YES	⊙ E 14TH ST
CATALINA ST	FAIRWAY DR	FARALLON DR	COLLECTOR	NO	
CORVALLIS ST	OWATTA AVE	FARNSWORTH ST	LOCAL	NO	
DAVIS ST	WEST END	DOOLITTLE DR	COLLECTOR	YES	⊙ DOOLITTLE DR
DAVIS ST	DOOLITTLE DR	E 14TH ST	ARTERIAL	YES	BTWN DOOLITTLE DR & E 14TH ST
DOLORES AVE	E 14TH ST	BANCROFT AVE	COLLECTOR	YES	
DOLORES AVE	BANCROFT AVE	GRAND AVE	RES. COLLECTOR	NO	⊙ E 14TH ST
DOOLITTLE DR	NORTH CITY LIMITS	FAIRWAY DR	ARTERIAL	YES	NORTH OF DAVIS ST
DOOLITTLE DR	FAIRWAY DR	FARALLON DR	COLLECTOR	YES	
DOWLING BLVD	DUTTON AVE	BANCROFT AVE	LOCAL	NO	
DURANT AVE	E 14TH ST	MACARTHUR BLVD	RES. COLLECTOR	NO	⊙ E 14TH ST
DUTTON AVE	E 14TH ST	MACARTHUR BLVD	RES. COLLECTOR	YES	⊙ E 14TH ST
E 14TH ST	NORTH CITY LIMITS	SOUTH CITY LIMITS	ARTERIAL	YES	ENTIRE LENGTH
ESTABROOK ST	WASHINGTON AVE	E 14TH ST	COLLECTOR	YES	⊙ E 14TH ST
ESTUDILLO AVE	HUFF AVE	HUFF AVE	COLLECTOR	YES	⊙ E 14TH ST
ESTUDILLO AVE	HUFF AVE	MACARTHUR BLVD	RES. ARTERIAL	YES	⊙ I-580 ON/OFF RAMPS
EVERGREEN AVE	SYBIL AVE	W OF SCHOOL ST	RES. COLLECTOR	NO	
FAIRMONT DR	HESPERIAN BLVD	E 14TH ST	ARTERIAL	YES	⊙ E 14TH ST
FAIRWAY DR	NEPTUNE DR	DOOLITTLE DR	RES. COLLECTOR	YES	
FAIRWAY DR	DOOLITTLE DR	ALADDIN AVE	ARTERIAL	YES	
FARALLON DR	DOOLITTLE DR	WICKS BLVD	COLLECTOR	YES	
FARGO AVE	FARNSWORTH ST	WASHINGTON AVE	RES. COLLECTOR	YES	
FARNSWORTH ST	CORVALLIS ST	LEWELLING BLVD	RES. COLLECTOR	YES	
FLORESTA BLVD	CORVALLIS ST	FREMONT AVE	RES. ARTERIAL	YES	
FLORESTA BLVD	FREMONT AVE	WASHINGTON AVE	ARTERIAL	YES	

ACAD FILE NO. C3101D808ABC Rev1.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY
1	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 2 OF 3 DWG. NO. 608B CASE. 3101

**TRAFFIC CONTROL PLANS REQUIRED**

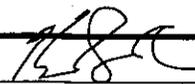
Street Name	Begin	End	Classification	Flashing Arrow Panel	Caltrans ROW
FREMONT AVE	ALVARADO ST	FLORESTA BLVD	ARTERIAL	YES	
GRAND AVE	JOAQUIN AVE	BENEDICT DR	COLLECTOR	YES	Ⓞ I-580 ON/OFF RAMPS
HALCYON DR	WASHINGTON AVE	HESPERIAN BLVD	RES. ARTERIAL	YES	
HAYS ST	E 14TH ST	W JUANA AVE	LOCAL	YES	
HESPERIAN BLVD	E 14TH ST	LEWELLING BLVD	ARTERIAL	YES	Ⓞ HWY 238 ON RAMP
HUFF AVE	CALLAN AVE	ESTUDILLO AVE	RES. ARTERIAL	YES	
JUANA AVE	E 14TH ST	BANCROFT AVE	COLLECTOR	YES	Ⓞ E 14TH ST
JUANA AVE	BANCROFT AVE	GRAND AVE	RES. COLLECTOR	YES	
JUNIPER ST	WILLOW AVE	MANOR BLVD	LOCAL	NO	
KESTERSON ST	MANOR BLVD	BEATRICE ST	RES. COLLECTOR	YES	
LAKE CHABOT RD	ESTUDILLO AVE	CITY LIMITS	RES. COLLECTOR	YES	
LARK ST	138TH AVE	150TH AVE	LOCAL	NO	
LEWELLING BLVD	WICKS BLVD	WASHINGTON AVE	RES. ARTERIAL	YES	
LEWELLING BLVD	WASHINGTON AVE	HESPERIAN BLVD	ARTERIAL	YES	Ⓞ I-880 OFF RAMP
MACARTHUR BLVD	N CITY LIMITS	JOAQUIN AVE	ARTERIAL	YES	Ⓞ I-580 OFF RAMP
MANOR BLVD	WICKS BLVD	KESTERSON ST	COLLECTOR	YES	
MARINA BLVD	NEPTUNE DR	DOOLITTLE DR	RES. ARTERIAL	YES	
MARINA BLVD	DOOLITTLE DR	SAN LEANDRO BLVD	ARTERIAL	YES	Ⓞ I-880 ON/OFF RAMPS
MARINA BLVD	SAN LEANDRO BLVD	WASHINGTON AVE	COLLECTOR	YES	
MERCED ST	WILLIAMS ST	WICKS BLVD	ARTERIAL	YES	
MERCED ST	WICKS BLVD	WILLOW AVE	LOCAL	YES	
MONARCH BAY DR	MARINA BLVD	FAIRWAY DR	COLLECTOR	YES	
MONTREY BLVD	PORTOLA DR	WASHINGTON AVE	RES. COLLECTOR	YES	
NEPTUNE DR	WILLIAMS ST	MARINA BLVD	RES. COLLECTOR	NO	
PARK ST	W BROADMOOR BLVD	SAN LEANDRO BLVD	COLLECTOR	NO	
PARROTT ST	HAYS ST	E 14TH ST	LOCAL	NO	Ⓞ E 14TH ST
POLVOROSA ST	AURORA DR	DOOLITTLE DR	COLLECTOR	NO	
PURDUE ST	JUNIPER ST	FARNSWORTH ST	LOCAL	NO	
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
SYBIL AVE	E 14TH ST	GRAND AVE	RES. COLLECTOR	YES	Ⓞ E 14TH ST
TEAGARDEN ST	MARINA BLVD	ALVARADO ST	COLLECTOR	YES	
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	W JUANA AVE	SAN LEANDRO BLVD	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
WESTGATE PARKWAY	DAVIS ST	WILLIAMS ST	COLLECTOR	YES	Ⓞ DAVIS ST
WICKS BLVD	MERCED ST	MANOR BLVD	ARTERIAL	YES	
WICKS BLVD	MANOR BLVD	LEWELLING BLVD	RES. ARTERIAL	YES	
WILLIAMS ST	NEPTUNE DR	DOOLITTLE DR	RES. COLLECTOR	YES	
WILLIAMS ST	DOOLITTLE DR	SAN LEANDRO BLVD	COLLECTOR	YES	
WILLIAMS ST	SAN LEANDRO BLVD	E 14TH ST	COLLECTOR	YES	Ⓞ E 14TH ST
WILLOW AVE	MERCED ST	JUNIPER ST	LOCAL	NO	

ACAD FILE NO. C3101D808C Rev1.DWG

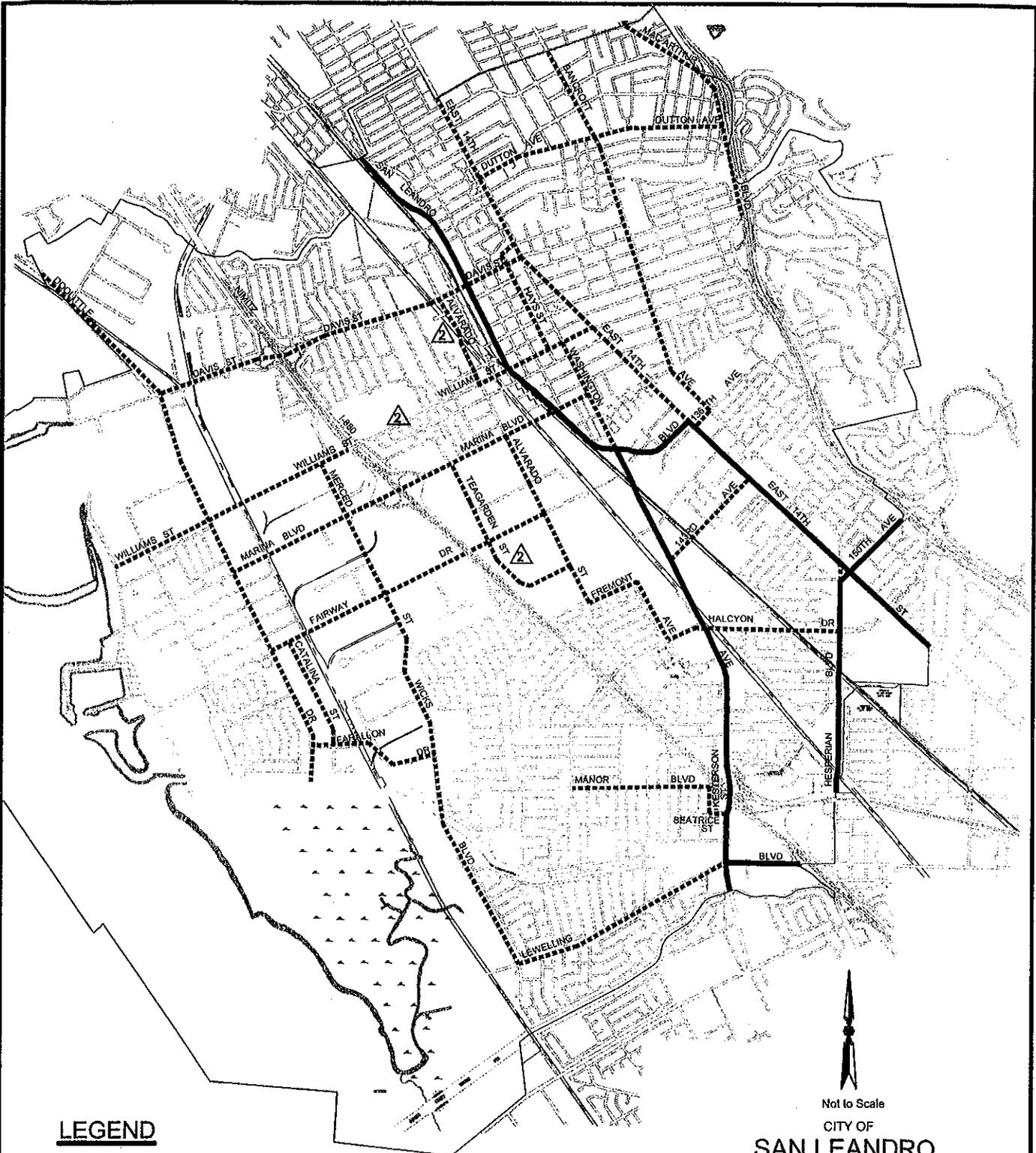
**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY
△	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



**LEGEND**

- THROUGH TRUCK ROUTES
- LOCAL TRUCK ROUTES

- ORDINANCE NO. 88-026
- ORDINANCE NO. 2000-018

Not to Scale

CITY OF  
**SAN LEANDRO**  
TRUCK ROUTE MAP

ACAD FILE NO.C3101DB10 Rev2.DWG

**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	<b>TRUCK ROUTE MAP</b>		APPROVED
	DELETED TRUCK ROUTE - WILLIAMS ST FROM I-880 EAST TO ALVARADO ST. ADDED ROUTE - ALVARADO ST FROM WILLIAMS ST TO DAVIS ST AND TEAGARDEN FROM MARINA BLVD TO ALVARADO ST. ADDED ORNINANCE NUMBERS.	8/26/10	C.R.L			
DRAWN AMS		CHECKED KJ/KRC	DATE May 2007	SCALE NONE	SHEET 1 OF 1	DWG. NO. 610 CASE. 3101

**APPENDIX B:**

**GENERAL DECISION NUMBER: CA120029  
DATED 08/03/2012**

**NOTE:**

**FOR REFERENCE ONLY: AT TIME OF THIS BID PUBLICATION, THE FOLLOWING IS THE APPLICABLE FEDERAL WAGE DETERMINATION FOR THIS PROJECT. THE WAGE DETERMINATION CAN BE FOUND AT: <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>.**

**ACTUAL WAGE DETERMINATION APPLICABLE FOR THIS PROJECT IS THE LATEST DETERMINATION AS OF 10 DAYS PRIOR TO BID DATE. CONTRACTOR IS RESPONSIBLE TO VERIFY AND OBTAIN APPLICABLE WAGE DETERMINATION AS NECESSARY FOR PROJECT BIDDING.**

General Decision Number: CA120029 08/03/2012 CA29

Superseded General Decision Number: CA20100029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	01/27/2012
3	03/02/2012
4	04/20/2012
5	04/27/2012
6	05/04/2012
7	06/01/2012
8	06/08/2012
9	07/13/2012
10	08/03/2012

ASBE0016-001 08/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 53.05	17.25
Area 2.....	\$ 41.40	17.25

ASBE0016-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 15.18	2.80

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BOIL0549-001 01/01/2009

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 40.17	22.32
Area 2.....	\$ 37.01	22.25

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BRCA0003-001 06/01/2011

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.22

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BRCA0003-003 06/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.68

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BRCA0003-005 05/01/2011

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 34.11	19.34
( 7) San Francisco, San Mateo.....	\$ 39.85	22.00
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 39.63	19.92
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 35.11	18.99
(16) Monterey, Santa Cruz....	\$ 35.91	22.42

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BRCA0003-008 06/01/2011

Rates	Fringes
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TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

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BRCA0003-011 01/01/2011

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.44	12.31
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.01	11.58
Tile Layer		
Area 1.....	\$ 38.61	13.73
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 29.78	13.10

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CARP0022-001 07/01/2012

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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CARP0034-001 07/01/2012

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 37.75	28.88
Diver standby.....	\$ 42.53	28.88
Diver Tender.....	\$ 41.53	28.88
Diver wet.....	\$ 85.06	28.88
Manifold Operator (mixed gas).....	\$ 46.53	28.88
Manifold Operator (Standby).....	\$ 41.53	28.88

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 CARP0034-003 07/01/2012

	Rates	Fringes
Piledriver.....	\$ 37.75	28.88

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 CARP0035-007 07/01/2012

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.61	16.71
Installer II.....	\$ 19.18	16.71
Lead Installer.....	\$ 26.06	17.21
Master Installer.....	\$ 30.28	17.21
Area 2		
Installer I.....	\$ 19.96	16.71
Installer II.....	\$ 17.01	16.71
Lead Installer.....	\$ 22.93	17.21
Master Installer.....	\$ 26.56	17.21
Area 3		
Installer I.....	\$ 19.01	16.71
Installer II.....	\$ 16.24	16.71
Lead Installer.....	\$ 21.81	17.21
Master Installer.....	\$ 25.23	17.21

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 CARP0035-008 07/01/2012

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	26.12
Area 2.....	\$ 31.62	26.12
Area 4.....	\$ 30.77	26.12
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	15.03
Area 2.....	\$ 15.81	15.03
Area 4.....	\$ 15.39	15.03

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 CARP0152-001 07/01/2012

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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 CARP0152-002 07/01/2012

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

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 CARP0152-004 07/01/2012

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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CARP0217-001 07/01/2012

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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CARP0405-001 07/01/2012

Santa Clara County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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CARP0405-002 07/01/2012

San Benito County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68

Millwright.....\$ 35.12 27.27

CARP0505-001 07/01/2012

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0605-001 07/01/2012

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0701-001 07/01/2012

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

\* CARP0713-001 07/01/2012

Alameda County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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CARP1109-001 07/01/2012

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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ELEC0006-001 12/01/2011

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0006-004 12/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.60	3%+14.20
Technician.....	\$ 38.16	3%+14.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0006-007 12/01/2010

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 53.05	22.69

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 ELEC0006-008 12/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 \* ELEC0100-002 06/01/2012

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.35	3%+18.33

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 ELEC0100-005 12/01/2011

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 26.43	3%+13.70
Technician.....	\$ 30.09	3%+13.70

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS  
 Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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 \* ELEC0234-001 06/01/2012

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.20	21.80

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 ELEC0302-001 06/01/2011

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.49	3%+22.95
ELECTRICIAN.....	\$ 44.21	3%+22.95

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 \* ELEC0332-001 06/01/2012

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 58.16	29.206
ELECTRICIAN.....	\$ 50.27	28.94

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above):  
to be paid twice the straight-time rate of pay.

ELEC0595-001 06/01/2012

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.63	3%+27.93
ELECTRICIAN.....	\$ 45.00	3%+27.93

ELEC0595-002 12/01/2011

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.13	9.025%+21.74
ELECTRICIAN		
(1) Tunnel work.....	\$ 34.65	9.025%+21.74
(2) All other work.....	\$ 33.00	9.025%+21.74

ELEC0617-001 06/01/2011

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	3%+23.34

ELEC0684-001 01/01/2012

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	3%+17.15

CABLE SPLICER = 110% of Journeyman Electrician

\* ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.29	23.535

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2011

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	25.40
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	25.40
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	25.40
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	25.40
AREA 2:		
(1) Leverman.....	\$ 40.94	25.40
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	25.40
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	25.40
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	25.40

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Remainder

TEHAMA COUNTY:

- Area 1: All but the Western border with Mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

- Area 1: East Central part and the Northeastern border with Shasta County
- Area 2: Remainder

TUOLUMNE COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

ENGI0003-018 06/27/2011

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	24.00
GROUP 2.....	\$ 36.24	24.00
GROUP 3.....	\$ 34.76	24.00
GROUP 4.....	\$ 33.38	24.00
GROUP 5.....	\$ 32.11	24.00
GROUP 6.....	\$ 30.79	24.00
GROUP 7.....	\$ 29.65	24.00
GROUP 8.....	\$ 28.51	24.00
GROUP 8-A.....	\$ 28.30	24.00
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	24.00
Oiler.....	\$ 29.39	24.00
Truck crane oiler.....	\$ 31.68	24.00
GROUP 2		
Cranes.....	\$ 36.89	24.00
Oiler.....	\$ 29.18	24.00
Truck crane oiler.....	\$ 31.42	24.00
GROUP 3		
Cranes.....	\$ 35.14	24.00
Hydraulic.....	\$ 30.79	24.00
Oiler.....	\$ 28.90	24.00

Truck Crane Oiler.....	\$ 31.18	24.00
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	24.00
Oiler.....	\$ 29.73	24.00
Truck crane oiler.....	\$ 32.01	24.00
GROUP 2		
Lifting devices.....	\$ 37.17	24.00
Oiler.....	\$ 29.46	24.00
Truck Crane Oiler.....	\$ 31.76	24.00
GROUP 3		
Lifting devices.....	\$ 35.49	24.00
Oiler.....	\$ 29.24	24.00
Truck Crane Oiler.....	\$ 31.47	24.00
GROUP 4.....	\$ 33.72	24.00
GROUP 5.....	\$ 31.08	24.00
GROUP 6.....	\$ 28.85	24.00
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	24.00
Oiler.....	\$ 30.07	24.00
Truck Crane Oiler.....	\$ 32.30	24.00
GROUP 2		
Cranes.....	\$ 37.85	24.00
Oiler.....	\$ 29.80	24.00
Truck Crane Oiler.....	\$ 32.08	24.00
GROUP 3		
Cranes.....	\$ 36.37	24.00
Hydraulic.....	\$ 31.42	24.00
Oiler.....	\$ 29.58	24.00
Truck Crane Oiler.....	\$ 31.81	24.00
GROUP 4.....	\$ 34.35	24.00
GROUP 5.....	\$ 33.05	24.00
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	24.00
GROUP 1-A.....	\$ 36.34	24.00
GROUP 2.....	\$ 32.61	24.00
GROUP 3.....	\$ 31.28	24.00
GROUP 4.....	\$ 30.14	24.00
GROUP 5.....	\$ 29.00	24.00
UNDERGROUND:		
GROUP 1.....	\$ 33.77	24.00
GROUP 1-A.....	\$ 36.34	24.00
GROUP 2.....	\$ 32.51	24.00
GROUP 3.....	\$ 31.18	24.00
GROUP 4.....	\$ 30.04	24.00
GROUP 5.....	\$ 28.90	24.00

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);

Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft.

depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

#### AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

#### ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

## TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

## TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

## TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-019 06/27/2011

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	19.96
AREA 2.....	\$ 30.64	19.96
GROUP 2		
AREA 1.....	\$ 25.04	19.96
AREA 2.....	\$ 27.04	19.96
GROUP 3		
AREA 1.....	\$ 20.43	19.96
AREA 2.....	\$ 22.43	19.96

## GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment

covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscap Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
 Area 2: Eastern part

TUOLUMNE COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

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 \* IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing and Structural.....	\$ 33.00	24.985

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

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 LABO0036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 26.48	16.23

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day

additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

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LABO0067-002 12/01/2011

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	8.15
LABORER (Lead Removal)		
Area A.....	\$ 36.25	7.79
Area B.....	\$ 35.25	7.79

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRCMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93

Area B.....\$ 23.69 14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82

GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

## FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-003 07/01/2011

CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.62	14.43

-----  
LABO0073-005 07/01/2009

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
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Plasterer tender.....\$ 28.37 14.14

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.15	15.90

Gun Man \$0.75 per hour additional

LABO0270-001 07/01/2008

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
MASON TENDER, BRICK		
Santa Clara.....	\$ 27.93	13.48
Santa Cruz.....	\$ 26.93	13.48

FOOTNOTE: \$2.00 per hour for refractory work where heat-protective clothing is required.

LABO0270-005 07/01/2007

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 27.62	13.73
5 Stories and above.....	\$ 29.54	13.73

LABO0294-001 07/01/2011

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 30.62	14.43

LABO0297-001 08/01/2007

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.70	11.50

FOOTNOTE: Mixer person: \$4.00 per day additional.

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PAIN0016-001 01/01/2012

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.09	19.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100, to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

-----  
PAIN0016-003 01/01/2012

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	19.64
AREA 2.....	\$ 36.24	18.24

-----  
PAIN0016-012 01/01/2012

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.78

-----  
PAIN0016-015 01/01/2012

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER.....	\$ 28.35	15.74
Brush.....	\$ 28.35	15.74

## FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-022 01/01/2012

## SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 36.71	19.83

-----  
PAIN0169-001 01/01/2012

## FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.23	17.60

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PAIN0169-005 01/01/2012

## ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA &amp; SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 41.88	20.39

-----  
PAIN0294-004 01/01/2012

## FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.86

## FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 01/01/2012

## FRESNO, KINGS &amp; MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.83	15.46

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PAIN0767-001 01/01/2012

## CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.24	18.59

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2011

## HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 31.35	11.65
GROUP 2.....	\$ 26.65	11.65
GROUP 3.....	\$ 26.96	11.65

## CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2012

## CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.53

-----  
PLAS0066-002 08/01/2011

## ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 33.13	24.64

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 PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.82	15.10
AREA 337: Monterey County..	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

-----  
 PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

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 PLUM0038-001 07/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 57.75	39.74

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 PLUM0038-005 07/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 46.96	28.85

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 \* PLUM0062-001 07/01/2012

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.55	23.69

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 PLUM0159-001 01/01/2012

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 49.33	27.94
(2) All other work.....	\$ 28.14	27.64

-----  
 \* PLUM0246-001 07/01/2012

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.45	23.94
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PLUM0246-004 01/01/2012		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.23

PIPE TRADESMAN SCOPE OF WORK:  
 Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2011

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 51.21	29.79
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 51.21	29.79

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PLUM0355-004 07/01/2012

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates	Fringes
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Underground Utility Worker  
 /Landscape Fitter.....\$ 26.35 8.00

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 PLUM0393-001 01/01/2012

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 48.80	26.83

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 \* PLUM0442-001 07/01/2012

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.95	23.79

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 \* PLUM0467-001 07/01/2012

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 54.00	28.41

-----  
 ROOF0027-002 09/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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 ROOF0040-002 08/01/2010

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 33.33	11.04

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 \* ROOF0081-001 08/01/2011

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 33.16	10.90

ROOF0081-004 08/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND  
TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 28.49	10.75

ROOF0095-002 08/01/2011

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 35.58	10.90
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 35.58	10.90
Kettleman (2 kettles), Bitumastic Enameler, Coal Tar, Pitch & Mastic.....	\$ 33.73	9.89

SFCA0483-001 08/01/2011

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA  
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 50.59	23.70

SFCA0669-011 04/01/2012

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.33	19.40

SHHE0104-001 01/01/2012

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA

AREA 2: MONTEREY &amp; SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		

## AREA 1:

Mechanical Contracts		
under \$200,000.....	\$ 44.47	31.25
All Other Work.....	\$ 48.85	31.55
AREA 2.....	\$ 38.00	28.21
AREA 3.....	\$ 40.15	26.06

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SHEE0104-015 07/01/2011

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 32.43	28.66

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SHEE0162-001 07/01/2011

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.71	22.79

-----  
SHEE0162-003 07/01/2011

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 34.64	24.91

-----  
SHEE0162-004 07/01/2011

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.32	25.50

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SHEE0162-013 07/01/2011

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 34.31	26.78

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TEAM0094-001 07/01/2011

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	21.09

GROUP 2.....	\$ 27.43	21.09
GROUP 3.....	\$ 27.73	21.09
GROUP 4.....	\$ 28.08	21.09
GROUP 5.....	\$ 28.43	21.09

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls,

Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**APPENDIX C:**

**SECTION 10. FEDERAL REQUIREMENTS FOR FEDERAL AID  
CONSTRUCTION PROJECT**

SECTION 10. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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 10. 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 1-2 of the these Special Provisions.

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 minority

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 MBE partner must complete Schedule A.) \_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE 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 MBE 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 \_\_\_\_\_, 20\_\_, 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 \_\_\_\_\_, 20\_\_, 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]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

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(or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

**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 superintendent 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

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 insure 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.

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 23, 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 NON-SEGREGATED 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).

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

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.

#### 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 monies 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 possible, 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.

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 than 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.

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

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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 than \$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

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 non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement 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

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.

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## 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.

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### 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,

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.

**FEDERAL-AID FEMALE AND MINORITY GOALS**

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women  
(applies nationwide).....(percent) ..... 6.9

The following are goals for minority utilization:

**CALIFORNIA ECONOMIC AREA**

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties .....	6.8
CA Lassen; CA Modoc;	
CA Plumas; CA Shasta;	
CA Siskiyou; CA Tehama.	
175 Eureka, CA:	
Non-SMSA Counties .....	6.6
CA Del Norte; CA Humboldt;	
CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside-	
Monterey, CA.....	28.9
CA Monterey.	
7360 San Francisco-Oakland, CA. ....	25.6
CA Alameda; CA Contra Costa;	
CA Marin; CA San Francisco;	
CA San Mateo.	
7400 San Jose, CA.....	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.....	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA.....	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA .....	17.1
CA Napa; CA Solano	
Non-SMSA Counties .....	23.2
CA Lake; CA Mendocino;	
CA San Benito.	

177 Sacramento, CA:	
SMSA Counties:	
6920 Sacramento, CA. ....	16.1
CA Placer; CA Sacramento;	
CA Yolo.	
Non-SMSA Counties.....	14.3
CA Butte; CA Colusa;	
CA El Dorado; CA Glenn;	
CA Nevada; CA Sierra;	
CA Sutter; CA Yuba.	
178 Stockton-Modesto, CA:	
SMSA Counties:	
5170 Modesto, CA.....	12.3
CA Stanislaus.	
8120 Stockton, CA.....	24.3
CA San Joaquin.	
Non-SMSA Counties.....	19.8
CA Alpine; CA Amador;	
CA Calaveras; CA Mariposa;	
CA Merced; CA Tuolumne.	
179 Fresno-Bakersfield, CA:	
SMSA Counties:	
0680 Bakersfield, CA.....	19.1
CA Kern.	
2840 Fresno, CA.....	26.1
CA Fresno.	
Non-SMSA Counties.....	23.6
CA Kings; CA Madera;	
CA Tulare.	
180 Los Angeles, CA:	
SMSA Counties:	
0360 Anaheim-Santa Ana-Garden	
Grove, CA. ....	11.9
CA Orange.	
4480 Los Angeles-Long	
Beach, CA .....	28.3
CA Los Angeles.	
6000 Oxnard-Simi Valley-	
Ventura, CA.....	21.5
CA Ventura.	

6780 Riverside-San Bernardino- Ontario, CA.....	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA .....	19.7
CA Santa Barbara.	
Non-SMSA Counties.....	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	

181 San Diego, CA:

SMSA Counties	
7320 San Diego, CA.....	16.9
CA San Diego.	
Non-SMSA Counties.....	18.2
CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 26 CFR, Part 26), and in accordance with the instructions included thereon.

## FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

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**FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION.** -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be :

**FIVE (5).**

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision

**APPENDIX D:**

**HUD 4010 FEDERAL LABOR STANDARD PROVISIONS**

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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 so 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each 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 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action 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.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** 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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** 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 U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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 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. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 contract, 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 subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**APPENDIX E:**

**GENERAL FEDERAL/STATE CONDITIONS**

## EXHIBIT E

### GENERAL FEDERAL/STATE CONDITIONS

#### COMMUNITY DEVELOPMENT BLOCK GRANT

1. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program. In particular, Contractor agrees to comply with all applicable provisions of the Housing and Community Development Act of 1974 (Public law 93-383) and regulations promulgated pursuant thereto.
2. RECORDS. Records must be kept accurate and up-to-date. Contractor's records shall be made available for review by the City, HUD or their designee. Contractor shall be responsible to maintain, for not less than three (3) years after completion of this Agreement, all records pertaining to this Agreement, including subcontractors and expenditures, and all other financial and property records.
3. AUDITS AND INSPECTIONS.
  - (a) Contractor shall at any time during normal business hours and as often as the City, HUD and the Comptroller General of the United States may deem necessary, make available to their representatives for examination all of Contractor's record with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement. All costs are subject to the eligibility requirements of HUD.
  - (b) Contractor shall permit and facilitate observation and inspection of the work and records at Contractor's principal office and job site by City, its employees and public authorities during reasonable business hours.
4. EQUAL EMPLOYMENT OPPORTUNITY
  - (a) Affirmative Action in Employment
    1. Contractor shall comply with the Affirmative Action Program and Equal Employment requirements of the City, State and Federal Government.
    2. During the performance of this Agreement, 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 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 from training, including apprenticeship.

Contractor will incorporate the above Affirmative Action provisions in all subcontracts for work covered by this Agreement.

(b) Minority and Female-owned Business Enterprises

1. In connection with the performance of this agreement, Contractor shall comply with the City and Federal Governments' current policies and use its best efforts to obtain the maximum utilization of minority-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 Agreement.
2. Contractor shall insert similar provisions in all subcontracts for work covered by this Agreement.

(c) General employment Provisions Relating to Handicap/Disability Discrimination for CDBG Contractors

1. General prohibitions against employment discrimination.
  - a. No qualified individual with a handicap or a disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by a contractor receiving Federal financial assistance as part of the CDBG program.
  - b. The contractor may not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of handicap or disability.
  - c. Prohibition against discrimination in employment by the contractor applies to the following activities: recruitment, advertising, processing of applications for employment; hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, injury or illness, and rehiring; rates of pay or any other form of compensation and changes of compensation; job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; leaves of absence, sick leave, or any other leave; fringe benefits available by virtue of employment, whether or not administered by Contractor; selection and financial support for training, including apprenticeship, professional

meetings, conferences, and other related activities, and selection for leaves of absence for training; employer sponsored activities, including social or recreational programs; and any other term, condition, or privilege of employment.

- d. The contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a handicap or disability, unless that accommodation would impose an undue hardship on the operation of its program. A contractor may not deny any employment opportunity to a qualified handicapped or disabled employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitation of the employee or applicant.
- e. Reasonable accommodation may include:
  - i. Making facilities used by employees accessible to and usable by individuals with handicaps and disabilities.
  - ii. Job restructuring, job relocation, part-time or modified work schedules, acquisitions or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

2. Contractor's employment criteria.

- a. A contractor may not use any employment test or other selection criterion that screens out or tends to screen out individuals with handicaps or disabilities or any class or individuals with handicaps or disabilities unless the contractor can demonstrate (1) the test score or other criterion is job-related for the position in question, and (2) that the test results accurately reflect the applicant's or employee's job skills, aptitude, or whatever other factor the test purports to measure, rather than the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are factors that the test purports to measure).

3. Preemployment inquiries.

- a. A contractor may not make a preemployment inquiry or conduct a preemployment medical examination of an applicant to determine whether the applicant is an individual with handicaps or disabilities or the nature of the handicap or disability. The contractor may, however, make preemployment inquiry into an applicant's ability to perform job-related functions
- b. When the contractor is undertaking affirmative action efforts, voluntary or otherwise, the contractor may invite applicants for

employment to indicate whether and to what extent they are handicapped. This may occur if the following conditions are met: the contractor clearly states on any written questionnaire used for this purpose, or makes clear orally, that the information requested is intended for use solely in connection with its remedial action obligations, or its voluntary or affirmative action efforts; and the contractor states clearly that the information is being requested on a voluntary basis, that it will be kept confidential and in a separate medical records file, that refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with this part.

- c. Nothing shall prohibit a contractor from conditioning an offer of employment on the results of a medical examination conducted before the employee's entrance on duty if all entering employees in that category of job classification must take such an examination regardless of handicap.
- d. If the contractor must obtain information concerning medical condition or history of the applicant, it must be collected and maintained on separate forms that are accorded confidentiality as medical records, except that: supervisors and managers may be informed of restrictions on the work or duties of individual with handicaps and informed of necessary accommodations; first aid and safety personnel may be informed if the condition might require emergency treatment; and government officials investigating compliance with Section 504 shall be provided relevant information upon request.

5. DAVIS-BACON ACT AND LABOR STANDARDS. Contractor agrees to comply with the requirements of the Davis Bacon Act as amended, the provision of Contract Work Hours, the Safety Standards Act, the Copeland Anti-Kickback Act (40 U.S.C. 276,327-333) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement.

Contractor shall ensure that all contractors engaged in construction funded by the Community Development Block Grant and the HOME Program compensate all laborers, mechanics no less than minimum wage rates determined by the Department of Labor to be prevailing for the classes of laborers and mechanics employed on such projects. The provisions of this section apply to all construction projects in excess of \$2,000 except the following:

- (a) Property designed for residential use with seven (7) or less units, where the rehabilitation work is funded by CDBG; and
- (b) Property designed for residential use with eleven (11) or less units, where the rehabilitation work is funded by HOME Program.

6. SECTION 3. The parties to this Agreement acknowledge, consent and agree that:

- (a) The work to be performed under this contract is assisted by direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to Section 3 residents and businesses. A Section 3 resident is defined as residents of public housing, or low-income residents whose income (or a family whose income, adjusted for family size) does not exceed 50% of the median income, or low-income residents whose income (or a family whose income, adjusted for family size) does not exceed 80% of the median income. A Section 3 business is one that is owned by Section 3 residents; or employs Section 3 residents in full-time positions; or subcontracts with businesses which provide economic opportunities to low-income persons.
- (b) The parties to this agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder. The Parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) Contractor will send to each labor organization or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for of Contractor of Federal financial assistance, that appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. 135. Contractor will not subcontract with any subcontractor where it has notice or knowledge that the later has been found in violation of regulations under 34 C.F.R. 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

7. LEAD-BASED PAINT

Contractor agrees that all rehabilitation or construction of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B

thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of buildings constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

8. SECTION 504-PROGRAM ACCESSIBILITY

(a) General Prohibition Against Discrimination

No qualified individual with a handicap shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a contractor receiving Federal assistance as part of the CDBG program.

1. Specific Prohibitions Against Discrimination

A contractor who receives Federal assistance as part of the CDBG Program, in providing any service, benefit, aid or housing may not, directly or through contractual, licensing, or other arrangements, solely on the basis of handicap: (a) deny; (b) afford unequal treatment; (c) provide ineffective service, benefit, aid or housing; (d) provide different service, benefit, aid or housing; or (e) limit the enjoyment of any right, privilege, or advantage, to a qualified individual with handicaps the opportunity to participate in, or benefit from, the service, benefit, aid or housing;

(b) Provisions Regarding Communications With Individuals With Handicaps

A contractor who receives Federal assistance as part of the CDBG program shall take appropriate steps to ensure effective communication with customers, clients, and other members of the public. Such steps, when appropriate, may include, but are not limited to:

1. Furnishing appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. A contractor is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature.
2. Where a contractor communicates with customers, clients, and other members of a public by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems shall be used.
3. A contractor who receives Federal assistance as part of the CDBG program shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain

information concerning the existence and location of accessible services, activities and facilities.

4. A contractor is not required to take any action that would result in a fundamental alteration in the nature of a program or activity or in undue financial or administrative burden.

**APPENDIX F:**

**HUD FORM WH-347 PAYROLL REPORT**





**APPENDIX G:**

**SECTION 3 REQUIREMENT**



## SECTION 3 IMPLEMENTATION PLAN & INSTRUCTIONS FOR COMPLYING WITH HUD SECTION 3 REQUIREMENTS (For City Contracts Exceeding \$100,000)

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by the Housing and Community Development Act of 1994, requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low- and very low-income residents. 24 CFR Part 135, establishes the standards and procedures to be followed to ensure that the objectives of Section 3 are met.

This Community Development project is funded through the Housing and Urban Development Act of 1968. Section 3 of that Act requires the City of San Leandro assure that:

1. Section 3 Residents have the maximum opportunity for employment and training on this project.
2. Section 3 Business Concerns (hereafter called "Section 3 Business") shall be given priority consideration for contract opportunities where feasible.

To comply with this requirement, the City of San Leandro has established the following compliance goals: *(Documentation to demonstrate actions taken to meet compliance goals must be maintained and made available to the City upon request.)*

For this project,

1. 30% of all contractor and subcontractor new hires will be Section 3 Residents;
2. 10% of the total dollar amount of all construction contracts will be awarded to Section 3 Businesses;
3. 3% of the total dollar amount of non-construction contracts will be awarded to Section 3 Businesses.

### **SECTION 3 DEFINITION & TERMS**

(reference to the HUD Section 3 Regulation, 24 CFR 135.5)

**Section 3 Resident** – 1) A Public Housing resident; or any individual residing in the Oakland Metropolitan Area (Alameda and Contra Costa County) who meets the low or very low-income standards as defined by HUD. See applicable income limits noted in Section 3, Form 8 (pg. 14).

**Section 3 Business Concern** – A business (1) that is 51% or more owned by Section 3 Residents; or (2) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three years of the date of first employment with the business concern were Section 3 Residents; or (3) that provides evidence of a commitment to subcontract more than 25% of the dollar award of all subcontracts to be awarded to Business Concerns as defined in paragraphs (1) or (2) above.

**Service Area** - Geographical area (City of San Leandro) in which the person or business benefiting from the Section 3 covered-project resides.

**Section 3 Resident Preference Categories** - When hiring or contracting with Section 3 Residents and Businesses, priority must be in the following order:

1. San Leandro residents and businesses
2. HUD YouthBuild Participants
3. Other Section 3 Residents

**HUD YouthBuild Program** – Programs that receive assistance under the National Affordable Housing Act, and provide disadvantaged youth with opportunities for employment, education, leadership development and training in the construction trades.

### **SECTION 3 BID REQUIREMENTS**

To be considered a responsive bidder, contractors must submit a Section 3 Assurances and Opportunities Plan establishing how the stated goals of providing training, employment and contracting opportunities will be met. In the event Contractor has determined that meeting any of the stated goals is not feasible, Contractor must provide an analysis of that determination and document all good faith efforts made in support of the determination. In addition to documenting the good faith effort, Contractor must identify goals that are considered feasible. Contractors submitting a Section 3 Assurances and Opportunities Plan containing revised goals supported by good faith efforts may also be considered responsive bidders. Contractors must assure that all subcontracts awarded will also meet the applicable provisions of Section 3.

**Exempt projects** include subcontracts that are \$50,000 or less on projects or contracts in excess of \$500,000.

**The following forms must be completed and submitted at bid submission for each contract and subcontract awarded in excess of \$100,000:**

1. Section 3 Assurances and Opportunities Plan (Section 3, Form 1).
2. Statement of Estimated Work Force Needs for Prime Contractor (Section 3, Form 2)
3. Existing Employee List for Prime Contractor (Section 3, Form 3)
4. Statement of Estimated Subcontract Needs for Prime Contractor (Section 3, Form 4)

### **SECTION 3 COMPLIANCE & REPORTING**

In addition to the above documentation required at bid submission (Section 3, Forms 1 – 4), the *selected* contractor(s) must also submit the following documentation to demonstrate compliance with the Section 3 obligations.

**The following form is due from prime contractor and each subcontractor at contract signing with contracts in excess of \$100,000:**

1. Summary of Section 3 Good Faith Compliance Efforts (Section 3, Form 5)

**The following forms must be utilized to document use of Section 3 Residents and Businesses and submitted monthly:**

1. Monthly Compliance Report for Section 3 Residents (Section 3, Form 6)
2. Monthly Compliance Report for Subcontracts and Section 3 Businesses (Section 3, Form 7)
3. Section 3 Resident Eligibility Certification [to be completed by resident] (Section 3, Form 8)
4. Section 3 Business Affidavit (Section 3, Form 9)

**To demonstrate compliance, the City of San Leandro must submit the following forms to HUD. Contractor must provide and maintain the information necessary to assist the City in the submission of these forms:**

1. "Section 3 Summary Report", HUD form 60002 (Appendix B)
2. "Contract and Subcontract Activity", HUD form 2516 (Appendix C)

NOTE: Contractors and Subcontractors must provide racial/ethnic/gender information.

### **SECTION 3 OUTREACH AND NOTICING REQUIREMENTS**

In order to ensure that eligible Section 3 Residents and Businesses have access to the economic opportunities afforded under this Community Development project, the following agencies must be contacted in the 'preference category' order regarding employment and/or contract opportunities:

***(Contractor must submit documentation to demonstrate satisfactory outreach efforts.)***

#### **SAN LEANDRO RESIDENTS & BUSINESSES (Preference Category 1)**

##### **Eden Area Multiservice Center**

This is a one-stop career center for East Bay Works, a network of 13 One-Stop Business and Career Centers in Alameda and Contra Costa Counties. Helps businesses and job seekers meet their employment needs. Will customize job ads for eligible local workers. East Bay Works may reimburse up to 50% of salaries for **On-the-Job Training** participants.

24100 Amador Street, 3<sup>rd</sup> Floor  
Hayward, CA 94544  
Phone: (510) 670-5700  
Fax: (510) 265-8304  
<http://www.eastbayworks.com/>

#### **SECTION 3 BUSINESSES** – (Organizations that assist in connecting with Section 3 Businesses)

##### **1. Builders Exchange of Alameda County**

A non-profit membership association of general contractors, subcontractors, suppliers, manufacturer's representatives, and individuals/firms related to the construction industry. Provides list of San Leandro businesses that are owned by minorities, women, and disabled people.

3055 Alvarado Street  
San Leandro, CA 94577  
Phone: (510) 483-8880  
Email: [beac@beac.com](mailto:beac@beac.com)  
<http://www.beac.com>

**2. Small Business Exchange, Inc.**

Provides diversity outreach and advertising services; has extensive database for disadvantaged, minority, women, disabled-veteran and other small businesses.

703 Market Street, Ste. 1000  
San Francisco, CA 94103  
Phone: (415) 778-6250 / Toll Free: (800) 800-8534  
Fax: (415) 778-6255  
Email: [sbe@sbeinc.com](mailto:sbe@sbeinc.com)  
<http://www.sbeinc.com/outreach.cfm>

**3. Alameda County Community Development Department**

Has list of Alameda County and local general and subcontractors that may/may not be owned by minorities and women.

Alameda County CDA, Construction Department  
224 W. Winton Ave., Room 110  
Hayward, CA 94544  
Phone: (510)-670-5333, Contact: James Gilford, Director  
<http://www.acgov.org/cda/construction/>

**HUD YOUTHBUILD PROGRAMS (Preference Category 2)**

**Oakland Youthbuild Program** trains young adults in carpentry & construction.

Youth Employment Partnership, Inc.  
2300 International Blvd.  
Oakland, CA 94601  
Phone: (510) 533-3447  
Fax: (510) 533-3469  
Email: [info@yep.org](mailto:info@yep.org)  
<http://www.yep.org/>

**OTHER SECTION 3 RESIDENTS (Preference Category 3)**

**Workforce Collaborative**

Facilitates access to Section 3 Residents residing within San Leandro and within Alameda and Contra Costa Counties.

1433 Webster Street  
Oakland, CA 94612  
Phone: (510) 891-8773

### **SECTION 3 CONTRACTUAL REQUIREMENTS**

All contracts awarded in connection with this Community Development Project must contain the following clause known as the Section 3 Clause. **Contractor must agree to these provisions and include this clause in every subcontract for work.**

#### **SECTION 3 CLAUSE**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment to be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

(Section 3, Form 1)

**SECTION 3 ASSURANCES AND OPPORTUNITIES PLAN**

Please check one: Prime Contractor \_\_\_\_\_ or Subcontractor \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

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

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act, Contractor agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

- Training and employment opportunities will be given to Section 3 Residents
- Contracts for work in connection with the project will be awarded to Section 3 Business Concerns

Contractor will initiate the following actions to ensure utilization of Section 3 Residents as employees or trainees and to incorporate Section 3 Businesses as subcontractors and suppliers:

1. The Contractor will provide a signed copy of this document (Section 3, Form 1) and a narrative of the steps that will be taken to pursue and comply with the provisions of the stated Section 3 compliance goals. *(Please attach a signed & dated narrative.)*
2. For each subcontract, the Contractor will submit, prior to contract award, the Section 3 Assurances and Opportunities Plans of its subcontractors.
3. The Contractor will include the Section 3 Clause in every subcontract for work in connection with H.U.D. projects. *(Provide copies of subcontracts highlighting Section 3 Clause.)*
4. The Contractor will provide a statement of estimated work force needs, including trainee positions. *(Complete Section 3, Form 2)*
5. The Contractor will provide a list of existing employees. *(Complete Section 3, Form 3)*
6. The Contractor will provide a statement of estimated subcontract needs. *(Complete Section 3, Form 4)*
7. The Summary of Section 3 Good Faith Compliance Efforts must be used to document good faith compliance efforts. *(Complete Section 3, Form 5)*
8. The Contractor will contact the community-based organizations noted in the Noticing and Outreach Section of available employment opportunities and shall maintain records documenting satisfactory outreach efforts, including responses from the organizations contacted. Contractor will supply evidence of its outreach efforts upon request from the City.

- 9. The Contractor will also make other recruitment efforts directed to labor, union or other service organizations, notifying them of the contracting and employment opportunities available for Section 3 Businesses and Residents. Contractor will furnish all notices to labor, union and other service organizations. *(Provide documentation)*
- 10. The Contractor will maintain a file of the names and addresses of each Section 3 Resident worker referred or who applied for work. Contractor must document the hiring decisions and reasons for each applicant not hired. *(Complete monthly: Section 3, Form 6)*
- 11. The Contractor will maintain a file of the names and addresses of each Section 3 Business referred or that applied on their own for contract work. Contractor must document the contracting decisions and reasons the business was not contracted with. *(Complete monthly: Section 3, Form 7)*
- 12. The Contractor will submit in a timely manner all compliance reports required. Payment requests will not be processed until all required compliance reports have been submitted.
- 13. The Contractor will not attempt to circumvent Section 3 Provisions and will cooperate with the City of San Leandro and the Secretary of the Housing and Urban Development as needed to demonstrate satisfactory compliance with Section 3.
- 14. In the event Contractor is unable to meet the compliance goals as submitted in his/her Section 3 Assurances and Opportunities Plan, Contractor must provide the City with a summary of all good faith efforts made to meet the goals, including documentation to demonstrate the actions taken to comply with the Plan. Contractor must identify goals that were considered feasible.  
***(Please attach a signed and dated written summary and documentation.)***

Contractor fully realizes failure or refusal to comply and give satisfactory assurances with the requirements of 24 CFR Part 135 and this Section 3 Opportunities Plan shall be proper basis for any or all of the following actions: Cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance has been received.

Authorized Signature \_\_\_\_\_  
(Contractor or Subcontractor)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(Section 3, Form 2)

**ESTIMATED STATEMENT OF WORKFORCE NEEDS**

Please check one: Prime Contractor \_\_\_\_\_ or Subcontractor \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

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

Job Category	Number of Current Permanent Employees	Total Estimated Positions Needed for Project	Estimated Number of New Hires	Estimated Hire Date of New Hires	Estimated Number of Positions to be Filled with Section 3 Residents
Supervisor					
Professional					
Technical					
Off/Clerical					
Others					
<b>TRADE:</b>					
Journeyman					
Apprentices					
Trainees					
Others					
<b>TRADE:</b>					
Journeyman					
Apprentices					
Trainees					
Others					

Authorized Signature \_\_\_\_\_  
(Contractor or Subcontractor)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_





(Section 3, Form 5)

**SUMMARY OF SECTION 3 GOOD FAITH COMPLIANCE EFFORTS**

Please complete the following form to summarize the good faith efforts made to direct employment and other economic opportunities towards Section 3 Residents and Businesses. Additional examples of good faith efforts are available in the Appendix of 24 CFR Part 135, the HUD Section 3 regulation. (Check all that apply and attach supporting documentation for each. Please provide supporting documentation where necessary):

- Attempted to recruit Section 3 Residents through local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located.
- Attempted to recruit Section 3 Businesses by contacting and/or advertising with business assistance agencies, minority contractor associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 Businesses operating within the metropolitan area in which the Section 3 covered program or project is located.
- Provided written notice to all known Section 3 Businesses to inform them of contracting opportunities available for this Section 3 covered program or project.
- Referred Section 3 Businesses to organizations that may assist in obtaining assistance in overcoming limitations, such as inability to obtain bonding, line of credit, financing or insurance.
- Participated in a HUD program or other programs which promotes the training or employment of Section 3 Residents.
- Participated in a HUD program or other programs which promote the award of contracts to Section 3 Businesses.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other efforts: Attach description and supporting documentation on additional pages.

I declare under penalty of perjury under the laws of California that I am authorized to execute this affidavit and the statements made are true, complete and correct to the best of my knowledge and belief and made in good faith. Upon request, I will also provide other supporting documents if needed.

Authorized Signature \_\_\_\_\_  
(Contractor or Subcontractor)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(Section 3, Form 6)

**MONTHLY COMPLIANCE REPORT SECTION 3 RESIDENTS**

Month of \_\_\_\_\_

Please check one: Prime Contractor \_\_\_\_\_ or Subcontractor \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

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

Number of New Hires This Month \_\_\_\_\_ Number of Section 3 New Hires \_\_\_\_\_

**Section 3 New Employee List** (Attach Section 3 Resident Eligibility Certification for each)

Name	Trade/Craft/Class	Preference Code <sup>1</sup>

<sup>1</sup>Preference Codes: 1 = Section 3 Residents residing in San Leandro 2 = YouthBuild Participant  
3 = Other Section 3 Resident

**No New Hires**

Contractor certifies no new employees were hired during the reporting period. Documentation regarding the hiring decisions of any Section 3 Resident applicants is available for review upon request.

**SECTION 3 RESIDENT GOAL SUMMARY**

Contractor certifies that \_\_\_\_\_ new employees have been hired since the awarding of this contract. Of the new employees hired, \_\_\_\_\_ have been eligible Section 3 Residents. Currently, \_\_\_% of the contractor's new employees are eligible Section 3 Residents. Contractor is committed to reaching or exceeding the stated goal of 30% by end of the contract period.

Contractor hereby certifies that the information provided above is an accurate report of its Section 3 Resident compliance efforts.

Authorized Signature \_\_\_\_\_  
(Contractor or Subcontractor)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(Section 3, Form 7)

**MONTHLY COMPLIANCE REPORT SUBCONTRACT AND SECTION 3 BUSINESSES  
FOR MONTH OF \_\_\_\_\_**

Please check one: Prime Contractor \_\_\_\_\_ or Subcontractor \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

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

Name of Subcontractor	Section 3*	Address & Phone Number	Trade/Service/Supply	Contract Amount

\*Check [√] if Section 3 Business - Attach "Section 3 Business Concern Affidavit" for each (Section 3, Form 9).

**SECTION 3 BUSINESS GOAL SUMMARY**

Contractor certifies that \_\_\_\_\_ subcontracts have been awarded thus far. Of the subcontracts awarded, \_\_\_\_\_ are with eligible Section 3 Businesses. Currently, \_\_\_\_% of the total dollar amount of all construction-related subcontracts and \_\_\_\_% of the total dollar amount of all other subcontracts awarded have been with eligible Section 3 Businesses. Contractor is committed to reaching or exceeding the stated goal of 10% for construction-related contracts and 3% for all other contracts.

Contractor hereby certifies that the information provided above is an accurate report of its Section 3 Business compliance efforts.

Authorized Signature \_\_\_\_\_  
(Contractor or Subcontractor)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(Section 3, Form 8)

**SECTION 3 RESIDENT ELIGIBILITY CERTIFICATION**

A "Section 3 Resident" is someone who

- 1) Lives in the Oakland Metropolitan Area Counties of Alameda or Contra Costa Counties AND
- 2) Is considered a "low-income resident" because he or she either:
  - a) Lives in a Public Housing unit, or
  - b) Is part of a family whose income is no more than the limits below:

**US Department of Housing and Urban Development (HUD)  
OAKLAND-FREMONT, CA HUD METRO FAIR MARKET RATE (FMR) AREA (Effective May 31, 2011)**

FAMILY SIZE	1	2	3	4	5	6	7	8
<b>MAXIMUM LOW- INCOME LIMIT*</b>	\$46,050	\$52,600	\$59,200	\$65,750	\$71,050	\$76,300	\$81,550	\$86,800

\* 80% of Area Median Income

1. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name of Housing Authority Complex (if applicable): \_\_\_\_\_

2. Number of persons living in your household (Include yourself): \_\_\_\_\_

3. Total annual household income: please indicate family size and total family income from all sources:

Total number of persons in family \_\_\_\_\_ Total Family Income: \_\_\_\_\_

4. Are you currently employed? \_\_\_ Yes \_\_\_ No

5. If hired within the last 3 years, did your income fall within the low-income guidelines when hired? \_\_\_ Yes \_\_\_ No [Attach latest income document(s)].

I certify that the above statements made are true, complete and correct to the best of my knowledge and belief and made in good faith. I am attaching document(s) to verify my source(s) of income.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(Section 3, Form 9)

**SECTION 3 BUSINESS CONCERN AFFIDAVIT**

1. A "Section 3 Business" is a business that:

- (1) Is at least 51% owned by "Section 3 Resident(s)" (See Section 3, Form 7); **OR,**
  - (2) Employs a permanent, full-time staff, at least 30% of whom either:
    - a) are Section 3 Residents now, or
    - b) were Section 3 Residents when hired and have been employed no more than 3 years; **OR,**
  - (3) Commits at least 25% of this project's contract amount to subcontractors that qualify under (1) or (2) above.
- 

2. Check the Section 3 definition that applies:

- 51% or more of business owned by Section 3 Residents (*Provide supporting documentation.*)
- Employs at least 30% Section 3 Residents. Attach "Section 3 Resident Eligibility Certification" for each employee (*Provide Section 3, Form 8 for each qualified employee.*)
- Uses Section 3 Subcontractors for at least 25% of this contract total.  
List all Section 3 Subcontractors and amount of subcontract (*Complete Section 3, Form 4*)

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

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

Phone & Email: \_\_\_\_\_

I declare under penalty of perjury under the laws of California that I am authorized to execute this Affidavit, and the statements made are true, complete and correct to the best of my knowledge and belief and made in good faith. I also agree to provide, upon request, other documents verifying that the above information is true.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_