

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

## CONTRACT BOOK

Proposal  
Notice to Bidders  
Agreement  
Special Provisions

FOR

### ANNUAL SIDEWALK REPAIR PROGRAM 2013-14

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. 2014.0060**

**BID NO. 13-14.007**

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 9/30/15



**BID OPENING:**

**3:00 p.m., Wednesday, October 23, 2013**

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# PROPOSAL FORM TO THE CITY OF SAN LEANDRO

## Proposal Requirements

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

Proposal To The City Of San Leandro

Contract Price Schedule

List Of Subcontractors

Addenda Acknowledgment And Information

Principal Persons With Interest In Proposal

Experience And Financial Responsibility

Eligibility Contract Statement

Bidder Questionnaire

National Labor Relations Board Statement

Non-Collusion Affidavit

Debarment And Suspension Certification

Business License Application

Bid Bond

Public Contract Code Chapter 2.7 Iran Contracting Act of 2010

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

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

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

# PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

FOR

## ANNUAL SIDEWALK REPAIR PROGRAM 2013-14

### PROJECT NO. 2014.0060

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

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

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

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

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

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

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

The project plans for the work to be done are included in the contract book entitled "ANNUAL SIDEWALK REPAIR PROGRAM 2013-14, PROJECT NO. 2014.0060". Construction Documents were approved by the City Engineer on September 27, 2013.

The work to be done consists of grind repair, and/or 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.	Grind raised concrete sidewalk to flush with adjacent grade, within 48 hrs of notification	100	LF	_____		
13.	Install cast iron pipe curb drain per drawing 212 case 3101	40	LF	_____		

Item No.	Description	Estimated Quantity	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (in Figures)	TOTAL PRICE
14.	Remove and reset pavers at existing tree per drawing 436 case 3101	400	SF	_____		
15.	Install retrofit frame for tree grate in existing concrete per drawing 438A and B case 3101	1	EA	_____ _____ _____		
16.	Install cast in place frame for tree grate per drawing 438A and B case 3101. Including all steel but excluding concrete	2	EA	_____ _____ _____		
17.	Install cast iron tree grate per drawing 438A and B case 3101	2	EA	_____ _____		
18.	Remove 4" Concrete and backfill with topsoil	300	SF	_____ _____ _____		
19.	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	_____ _____		
20.	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	_____ _____ _____		
21.	Remove existing pavers, trim roots, and install decomposed granite at existing tree well	4	EA	_____ _____ _____		
22.	Install decomposed granite at empty tree well	4	EA	_____ _____ _____		

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)
23.	Remove and replace 2' x 2' of temporary AC patch to allow compaction testing by others	30	EA	_____		
24.	Compact existing base at roadway excavation per section 301-2.	375	SF	_____		
25.	Excavation resurfacing per drawing 122A, B, C case 3101: 6" thickness	500	SF	_____		
26.	Excavation resurfacing per drawing 122A, B, C case 3101: 9" thickness	125	SF	_____		
27.	Excavation resurfacing per drawing 122A, B, C case 3101:12" thickness	125	SF	_____		

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

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

**UNITS OF MEASURE:**

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

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

## 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:

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

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

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

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

**Name of Bank:**

**Address:**

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

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

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

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

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

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

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

**ELIGIBILITY TO CONTRACT STATEMENT**

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

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

**BIDDER QUESTIONNAIRE**

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

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

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

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

---

---

**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.



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

## BUSINESS LICENSE APPLICATION

For Businesses Located Outside of San Leandro

**Business License Fee**

See Fee Schedule

PLEASE TYPE OR PRINT WITH PEN	OFFICIAL USE ONLY										
Business Name _____	Business License No. _____										
Corporate Name (if applicable) _____	APN# _____										
Business Location _____ <small>(Cannot be P.O. Box per State of California Business &amp; Professions Code-Section 17539.5)</small>	Bus. Start Date _____ <input type="checkbox"/> New Application <input type="checkbox"/> Change										
Mailing Address _____	State Sales Tax No. _____										
Phone No. _____    Alt. No. _____	Federal ID No. _____										
Description of Business _____	State ID No. _____										
Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Corp-Ltd Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust	State Contractor Lic. No. _____										
Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)											
1st Owner Name _____ Title _____	Soc. Sec. No. _____										
Home Address _____ <small>(Cannot be P.O. Box)</small>	Home Phone No. _____ Cell / Pager No. _____										
2nd Owner Name _____ Title _____	Soc. Sec. No. _____										
Home Address _____ <small>(Cannot be P.O. Box)</small>	Home Phone No. _____ Cell / Pager No. _____										
- Is this business being conducted in your residence? <input type="checkbox"/> Yes <input type="checkbox"/> No											
- If business is being purchased, please complete the following: Seller's Business Name: _____    Seller's Bus. Lic. #: _____											
<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 style="text-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> <p>SIGN HERE → _____ Signature of Owner or Representative</p> <p>Title _____    Date _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Base Fee (required for each license)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Unit # _____ X \$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>TOTAL AMOUNT DUE</b> (Base Fee plus Unit Fee)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2">*** 1/2 Year fee for Businesses commencing after June 30th.</td> </tr> <tr> <td><b>TOTAL AMOUNT PAID</b></td> <td style="text-align: right;">\$ _____</td> </tr> </table> <p style="text-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>	Base Fee (required for each license)	\$ _____	Unit # _____ X \$ _____	\$ _____	<b>TOTAL AMOUNT DUE</b> (Base Fee plus Unit Fee)	\$ _____	*** 1/2 Year fee for Businesses commencing after June 30th.		<b>TOTAL AMOUNT PAID</b>	\$ _____
Base Fee (required for each license)	\$ _____										
Unit # _____ X \$ _____	\$ _____										
<b>TOTAL AMOUNT DUE</b> (Base Fee plus Unit Fee)	\$ _____										
*** 1/2 Year fee for Businesses commencing after June 30th.											
<b>TOTAL AMOUNT PAID</b>	\$ _____										

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, Project No. 2014.0060.

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**



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

**ALL BIDDERS:**

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

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

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

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

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

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

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

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

PROPOSAL FORMS

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

**NOTICE TO BIDDERS**

FOR

**ANNUAL SIDEWALK REPAIR PROGRAM 2013-14  
PROJECT NO. 2014.0060**

1. **BID OPENING:** The bidder shall complete the "Proposal to the City of San Leandro" form contained in the Contract Book. The proposal shall be submitted in its entirety. Incomplete proposals will be considered non-responsive. Sealed bids containing the completed Proposal Section subject to the conditions named herein and in the specifications for the **Annual Sidewalk Repair Program 2013-14, Project No. 2014.0060** 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 Wednesday, October 23, 2013, at which time they will be publicly opened and read.
2. **BID RESULTS:** A summary of the bids received will be made available, via the Internet, at:  
**<http://www.sanleandro.org/depts/finance/purchasing/bids/default.asp>**.
3. **WORK DESCRIPTION:** The work to be done consists of grind repair, and/or 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. The City of San Leandro hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
5. This project is subject to the "Buy America" provisions of the surface transportation assistance act of 1982 as amended by the intermodal surface transportation efficiency act of 1991.
6. **CONTRACTOR'S LICENSE:** A Class "A" Contractor's License is required for this work. No contract will be entered into with a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code. The contractor must be properly licensed from contract award through contract acceptance.
7. **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.
8. **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.

9. **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.
10. **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.
11. **FEDERAL MINIMUM WAGE RATES:** **The Davis Bacon Federal Labor Standards apply to this project.** 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.
12. **SECTION 3 HUD REQUIREMENTS:** 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. **To comply with this requirement, the City of San Leandro has established the following compliance goals:**
  - 1) **30% of all contractor and subcontractor new hires for this project will be Section 3 residents;**
  - 2) **10% of the total dollar amount of all construction contracts for this project will be awarded to Section 3 Businesses; and**
  - 3) **3% of the total dollar amount of all non-construction contracts be awarded to Section 3 Businesses**

**Documentation to demonstrate compliance with these goals and/or actions to demonstrate "good faith efforts" must be submitted with the bid proposal.**

13. **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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. PRE-BID CONFERENCE: A pre-bid conference will be held on **Friday, October 18, 2013, at 10:30 a.m. at Sisters Cities Gallery, City Hall, 835 East 14<sup>th</sup> Street, San Leandro**. 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.

22. VALUE OF WORK: The Engineer has estimated that the value of work is between \$250,000 and \$500,000.
23. 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.
24. The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
25. CALIFORNIA LABOR CODE SECTION 6707: Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Notice to Bidders shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City or City employees, engineers, agents, or subconsultants.
26. PUBLIC CONTRACT CODE SECTION 2.7: For proposals in the amount of one million dollars (\$1,000,000.00) or more, bidders are required to certify that the bidder's company, any parent entities, subsidiaries, successors or subunits of the bidder's company and the signator of the proposal, personally, are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.
27. 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: September 25, 2013

Marian Handa  
City Clerk

## 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 grind repair, and/or 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 2013-14, Project No. 2014.0060.**" now on file in the office of the **Engineer** of said City.

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

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

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

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

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

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

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

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

**CITY OF SAN LEANDRO**  
A Municipal Corporation

**(NAME OF CONTRACTOR)**  
Contractor

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

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

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

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard Pio Roda, City Attorney

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

Account No.(s) 144-38-006, 144-36-006  
150-36-332, 165-38-006

**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.	Grind raised concrete sidewalk to flush with adjacent grade, within 48 hrs of notification	100	LF	_____		
13.	Install cast iron pipe curb drain per drawing 212 case 3101	40	LF	_____		

Item No.	Description	Estimated Quantity	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (in Figures)	TOTAL PRICE
14.	Remove and reset pavers at existing tree per drawing 436 case 3101	400	SF	_____		
15.	Install retrofit frame for tree grate in existing concrete per drawing 438A and B case 3101	1	EA	_____ _____ _____		
16.	Install cast in place frame for tree grate per drawing 438A and B case 3101. Including all steel but excluding concrete	2	EA	_____ _____ _____		
17.	Install cast iron tree grate per drawing 438A and B case 3101	2	EA	_____ _____ _____		
18.	Remove 4" Concrete and backfill with topsoil	300	SF	_____ _____ _____		
19.	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	_____ _____ _____		
20.	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	_____ _____ _____		
21.	Remove existing pavers, trim roots, and install decomposed granite at existing tree well	4	EA	_____ _____ _____		
22.	Install decomposed granite at empty tree well	4	EA	_____ _____ _____		

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)
23.	Remove and replace 2' x 2' of temporary AC patch to allow compaction testing by others	30	EA	_____		
24.	Compact existing base at roadway excavation per section 301-2.	375	SF	_____		
25.	Excavation resurfacing per drawing 122A, B, C case 3101: 6" thickness	500	SF	_____		
26.	Excavation resurfacing per drawing 122A, B, C case 3101: 9" thickness	125	SF	_____		
27.	Excavation resurfacing per drawing 122A, B, C case 3101:12" thickness	125	SF	_____		

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

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

**UNITS OF MEASURE:**

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

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

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

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

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

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

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

Business Phone: (    ) \_\_\_\_\_

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 2013-14, Project No. 2014.0060**; 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 2013-14, Project No. 2014.0060**; 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

**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 2013-14, Project No. 2014.0060**; 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.

2-0	Disadvantage Business Enterprise (DBE)
2-0.1	Prompt Payment of Funds Withheld to Subcontractor
2-1	Award Of Contract
2-3	Subcontracts
2-3.1	General
2-3.2	Additional Responsibility
2-4	Contract Bonds
2-5	Plans And Specifications
2-5.1	General
2-5.3	Submittals
2-5.3.1	General
2-5.3.2	Working Drawings
2-5.3.3	Shop Drawings
2-5.3.4	Supporting Information
2-6	Work To Be Done
2-9	Surveying
2-9.2	Construction Staking Request Form
2-11	Inspection
2-11.1	Quality Control
2-11.2	Re-Inspection

### 2.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

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

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

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

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

**a. DBE Commitment Submittal**

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

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

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

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

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

**b. Good Faith Efforts Submittal**

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following

up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

**c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)**

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

**d. Subcontractor and Disadvantaged Business Enterprise Records**

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

**e. Performance of Disadvantaged Business Enterprises**

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

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

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

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

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

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

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

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

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

## **2-01 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

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

**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
12	Grind raised concrete sidewalk to flush with adjacent grade, within 48 hours of notification

**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

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)
- All other Permits as required by Federal or State Law

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

**UNAUTHORIZED WORK:** Any work done beyond the lines or grades shown on the plans and specifications, or beyond lines and grades established by the Engineer pursuant to the plans, or any work done without written authority of the Engineer, or performed during unauthorized working hours, or performed without benefit of or subject to inspection, shall be consider as unauthorized work and no

compensation will be allowed therefore. The Engineer shall have the authority to have such work removed and the area restored and to deduct the cost thereof from money due or to become due to the Contractor.

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

## **2-9 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.

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

**3-2.2.2 (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.

**DAILY EXTRA WORK REPORT**

(Determination of Time and Materials)

DATE OF REPORT: \_\_\_\_\_ WORK PERFORMED BY: \_\_\_\_\_  
 (Contractor/Sub-Contractor/Specialty)

PROJECT NAME: \_\_\_\_\_ CONTRACTOR JOB NO.: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_ DESCRIPTION OF WORK: \_\_\_\_\_

DATE WORK PERFORMED: \_\_\_\_\_

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	P.R. NO.	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
							O.T.		
							REG.		
							O.T.		
							REG.		
							O.T.		
							REG.		
							O.T.		
							REG.		
							O.T.		
							REG.		
<b>MATERIAL and/or WORK - DONE BY SPECIALISTS</b>									
DESCRIPTION	NO. UNIT	UNIT COST	EXTENDED	SUB-TOTAL					
				SUBSISTENCE _____ NO. @ \$ _____					
				TRAVEL EXPENSE _____ NO. @ \$ _____					
				LABOR SURCHARGE (if not included in hourly rate) _____ %					
			TOTAL COST of LABOR						
			A						
			B						
			(A)						
			(B)						
<b>VERIFICATION of LABOR, EQUIPMENT, and MATERIAL PROVIDED:</b> + 33% MARKUP on LABOR COST + 15% MARKUP on EQUIPMENT, MATERIAL, and WORK COST <b>WORK BY SUBCONTRACTOR:</b> + 10% on FIRST \$5,000 and 5% on WORK IN EXCESS of \$5,000 <b>TOTAL THIS REPORT</b>									

Contractor's Representative \_\_\_\_\_ Date \_\_\_\_\_

Project Inspector \_\_\_\_\_ Date \_\_\_\_\_

REVIEWED: Sr. Engineering Inspector \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTED FOR PROGRESS PAYMENT: \_\_\_\_\_ DATE: \_\_\_\_\_ CCCO NO.: \_\_\_\_\_

Project Manager

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

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

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

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

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

## SECTION 4 - CONTROL OF MATERIALS

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

4-1	Materials And Workmanship
4-1.1.1	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 for each package 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. Subgrade Stabilization
8. Lower Structures
9. Raise manholes, etc. within 3 days
10. Striping layout (CAT tracking) shall be done within 24 hours of pavement completion
11. 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.

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 **\$100.00 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.

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:

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

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

B. Commercial General and Automobile Liability Insurance.

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

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

C. Builders Risk Insurance. None Required

D. Environmental Insurance. None Required

E. All Policies and Requirements.

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

F. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein

required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

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

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

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

damage claim to Contractor pursuant to the Contractor's indemnity clause. Failure of Contractor to be responsive to third party damage claims under this provision may be grounds for breach of contract, wherein remedies of such breach may include but are not limited to withholding of progress payments.

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

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

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

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

**None**

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

**None**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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

**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.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The following is added to section 7-9 of the Standard Specifications.

Contractor shall not remove any parking meters with his forces. If the work requires removal of any parking meters, Contractor shall give the Engineer a written request indicating which meters are to be removed. City will remove the meters within 72 hours of receiving the notice. City shall only remove the head. Contractor shall remove the pole, base, and foundation (if any).

**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.

When existing pedestrian facilities are disrupted, closed or relocated in construction area, the temporary facilities shall be detectable, and include accessibility features consistent with the features present in the existing pedestrian facility.

**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, California Title 24 and CAMUTCD. 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 for equipment storage, 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 have public notification flyers/ door hangers stapled to them.
- 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.

**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.

**9-3.1.1 Final Pay Items** Section 9-3.1.1 is added to the Standard Specifications thus:

Items of work designated on the unit price schedule as (F) or "Final Quantity" are designated as Final Pay items.

Payment equal to the total price in the Contract Price Schedule for Final Pay items will be the total payment made for the work described in the plans and specifications, regardless of whether or not the quantity of the actual work equals the estimated quantity in the contract price schedule.

The Engineer reserves the right to make changes to the plans and specifications in accordance with Section 3-2.1.1 CHANGES INITIATED BY THE CITY. If a change in the Contract Documents results in a change in dimensions of work that includes a Final Pay item, then the total payment for that item will be adjusted either upward or downward by the product of the unit price bid and the change in quantity of the item due to the change in dimensions.

**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.

**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."

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are

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**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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

## 2. Withholding

The contracting agency 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, the contracting agency 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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

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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.

b. Trainees (programs of the USDOL).

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 classification of work

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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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

**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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

**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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency 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 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

"Whoever, being an officer, agent, or employee of the United States, or of 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 under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any

participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

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### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-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;

(3) 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 (a)(2) of this certification; and

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

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

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

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 Participants:

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 participating in covered transactions 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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### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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.

**12. FEMALE AND MIONORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent )
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties	19.8

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

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

### 13. **FEDERAL TRAINEE PROGRAM**

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of San Leandro:

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

Obtain the City of San Leandro approval for this submitted information before you start work. The City of San Leandro credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of San Leandro and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

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

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

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

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

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

3. If you comply this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

#### **14. TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

## **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.

300-1.3.1(b) Removal Uneven Concrete. All tripping hazards, as identified by the engineer shall be ground in complete accordance with the requirements of the Americans with Disability Act. Each offset shall be tapered at a minimum 1:8 slope, and shall have smooth, uniform appearance and texture. Method of offset removal shall entail precise grinding of the concrete only. For bidding purposes, the contractor shall assume that up to 1 ½" thick concrete shall be ground at each location identified by the engineer.

All grinding shall be done with hand-held electric, gas or air powered equipment, capable of grinding at any angle and able to remove the concrete completely to all edges of the tripping hazard, and around obstacles that may be encountered.

All grinding shall be taken to zero point of differential to the adjacent opposing side, and both edges of the sidewalk to eliminate the tripping hazard over the full width of the sidewalk.

Debris and concrete dust shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping, and/or other objects in the vicinity of work.

The contractor shall submit a table describing the work performed with dates, addresses and quantity (length) for each repair

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  $\frac{3}{8}$  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.

Payment for item number 12, 'Grind raised concrete sidewalk to flush with adjacent grade, within 48hours of notification', shall be as shown on the contract price schedule.

**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 25, 26, and 27 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 24.

## 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 25, 26, and 27 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 23.

## 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 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, and giving the work order numbers and locations needing inspection. Any location requiring correction will be subject to a reinspection requiring 24 hour 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.** Section 303-5.2.2, "Slip-Forms", of the standard specifications is hereby deleted from this contract.

Use of slip-forms is prohibited on this project.

**303-5.4.2 Expansion Joints.** The following is added to Section 303-5.4.2, "Expansion Joints", of the Standard Specifications.

Expansion joints in longitudinal sections of curb, gutter and sidewalk shall be at intervals of 16 to 20 feet, where directed by the Engineer, or where designated on the plans.

**303-5.4.3 Weakened Plane Joints.** The following is added to section 303-5.4.3 of the standard specifications: Whenever required by the Engineer, the Contractor shall construct weakened plane joints at specified locations in the curb, gutter and sidewalk. Weakened plane joints shall be constructed per City Standard Plan 104, General Concrete Notes, and shall be constructed with a tool designed for such joints.

**303-5.5.2 Curb.** The following modification is made to section 303-5.5.2, “Curb”, of the standard specifications: Mortar shall not be applied to any part of the curb.

**303-5.5.3 Walk.** The following text is added to section 303-5.5.3 “Walk” of the standard specifications: Whenever the edge of sidewalk to be re-poured is within six inches (6”) of a street tree, a rectangular blockout is to be formed in the sidewalk. This blockout shall be 6 inches clear from the tree trunk and from 4 to 6 feet in length. The length of the blockout will vary and is to align with the transverse scorelines in the sidewalk. Said scorelines are to be weakened plane joints or expansion joints. Upon removal of the forms, the blockout shall be backfilled to the sidewalk level with firmly compacted native material. In lieu of a blockout, City Inspector may require Contractor to offset the sidewalk or curb and gutter by curvilinear forming to avoid trees or roots.

**303-5.7 Repairs And Replacements.** The following is added to section 303-5.7 of the standard specifications: Whenever the Engineer determines that the coloration of cured concrete work is unacceptable, said work shall be considered defective and shall be replaced by the contractor at no cost to the City.

**303-5.9 Measurement and Payment.** The following is added to section 303-5.9, “Measurement and Payment”, of the standard specifications:

Curbs shall be measured linearly along the top at the face. Curb and gutter shall be measured linearly at the flow line. Walks shall be measured linearly along the centerline and multiplied by the width, unpaved areas for boxes, planting, vaults, etcetera shall be deducted. The width measured for driveways and access ramps shall be from the back of walk to the score line aligned with the back of curb. Valley gutters shall be measured as required to calculate the plane horizontal surface area.

Payment for all work described in section 303-5 “Concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps, and driveway” is included in the contract price paid for the bid items that contain concrete improvements, including any and all asphalt concrete installation in the form void and no separate payment will be made therefore.

Payment for all work described in section 303-5.1.2 “Drainage Outlets through Curb” is included in the contract price paid for bid item number 13 and no separate payment will be made therefore.

### **303-6 STAMPED CONCRETE**

**303-6.1 GENERAL** Stamped concrete shall conform to the provisions of Section 303-6, “Stamped Concrete”, of the Standard Specifications and these Special Provisions and shall be constructed in accordance with the details shown on the City of San Leandro Standard Plan for “Stamped Concrete Paving”, (Drawing 116, Case 3101) and the specifications shown on the City of San Leandro Standard Plan for “General Concrete Notes”, (Drawing 104, Case 3101).

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 pavement 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 required.

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.

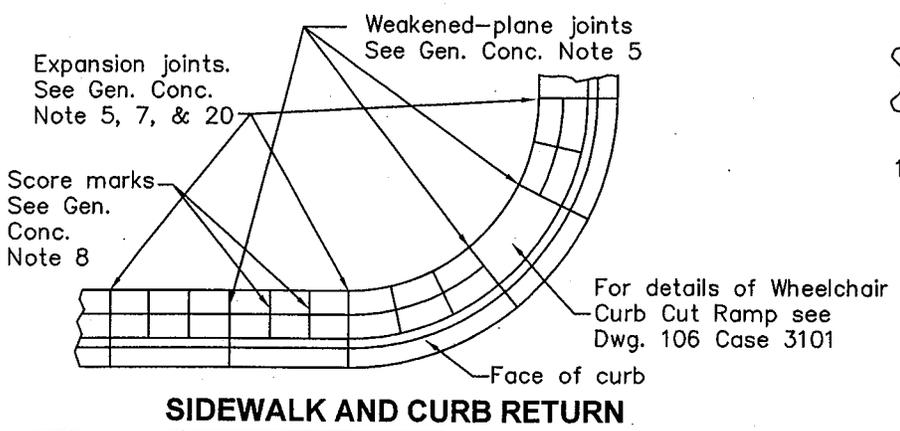
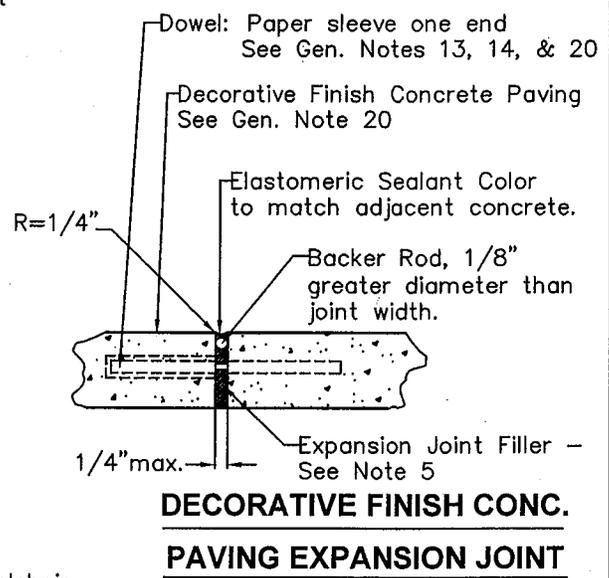
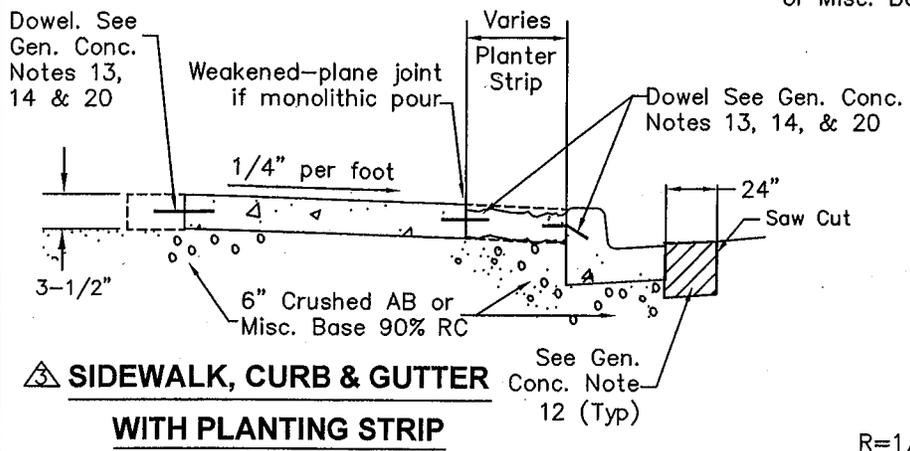
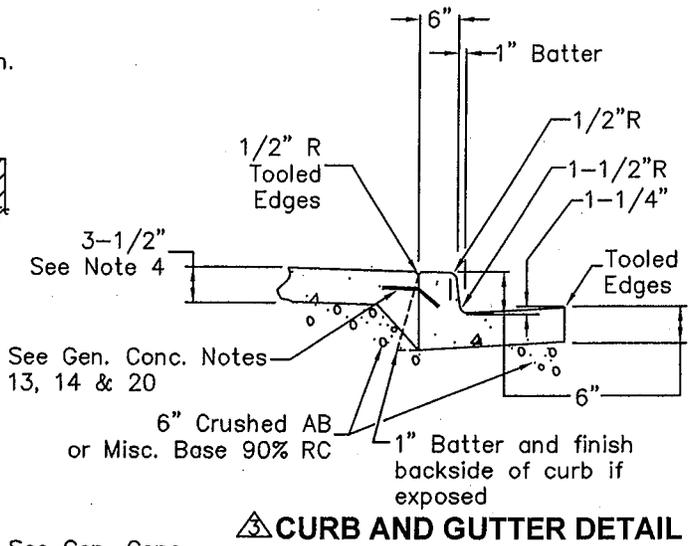
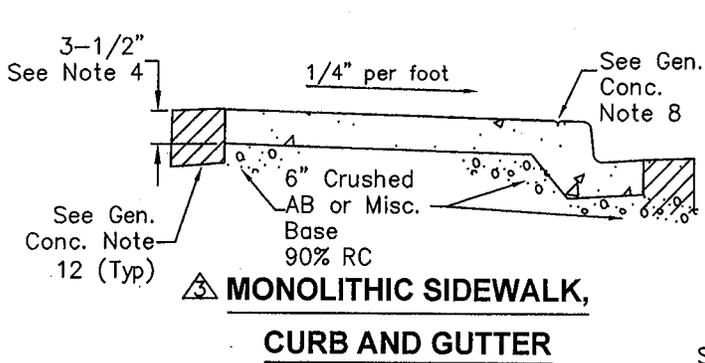
Upon thorough moisture penetration, compact decomposed granite to 85% relative compaction with an 8” to 10” hand tamp or 250 to 300 pound roller. Keep traffic off areas for 12 to 48 hours after compaction has been completed. Hand tamp around planting and irrigation systems.

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 numbers 21 and 22, and no separate payment will be made therefore.

**APPENDIX A:**

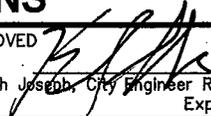
**STANDARD PLANS**

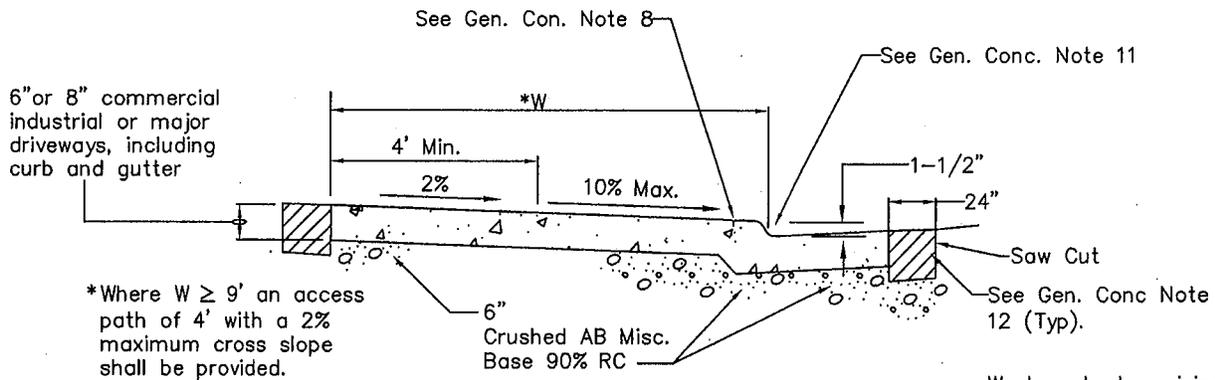


- NOTES:**
1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
  2. General Concrete Notes Dwg. 104 Case 3101 shall apply.
  3. Minimum sidewalk width shall be 6'-0" for residential, 8'-0" for commercial areas unless approved otherwise by City Engineer.
  4. Sidewalk contiguous with rolled curb shall be 6" thick.

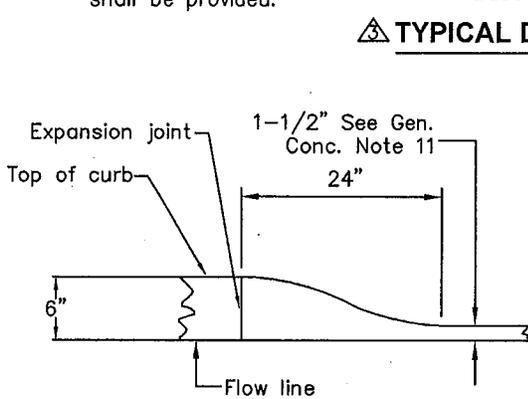
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**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	BY	CONCRETE CURB, GUTTER AND SIDEWALK			APPROVED						
△	Removed "Limit of Pay Item by SF/LF"	8/23/12	AO				 Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 9/30/13						
DRAWN	GF/AMS	CHECKED	KJ/KRC	DATE	May 2002	SCALE		NONE	SHEET	1 OF 1	DWG. NO.	100	CASE

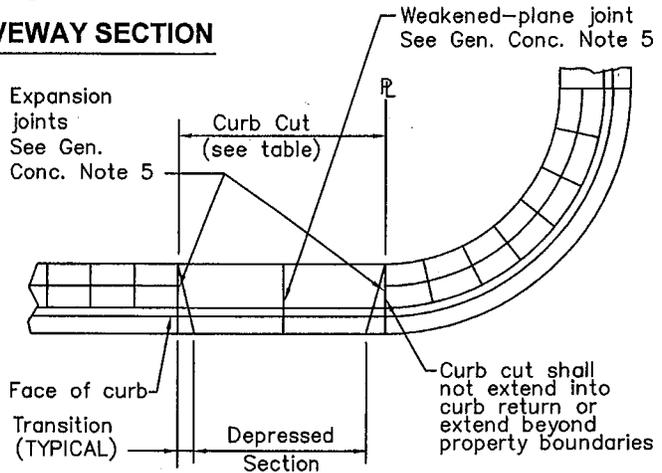


**TYPICAL DRIVEWAY SECTION**

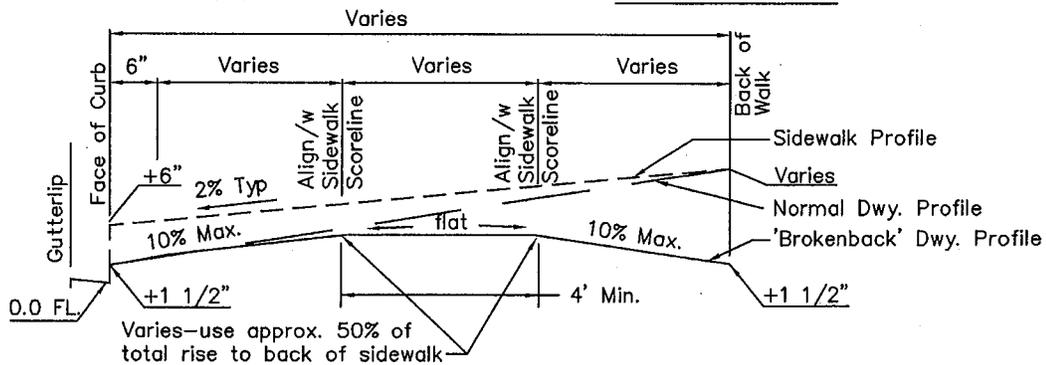


Transition to be smooth reverse curve tangent to top of curb and dwy. depression

**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	24'	50%
Professional	24'	50%
Commercial	39'	65%
Industrial	39'	50%

(Minimum curb cut width 12')

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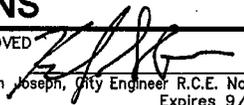
**CITY OF SAN LEANDRO \* STANDARD PLANS**

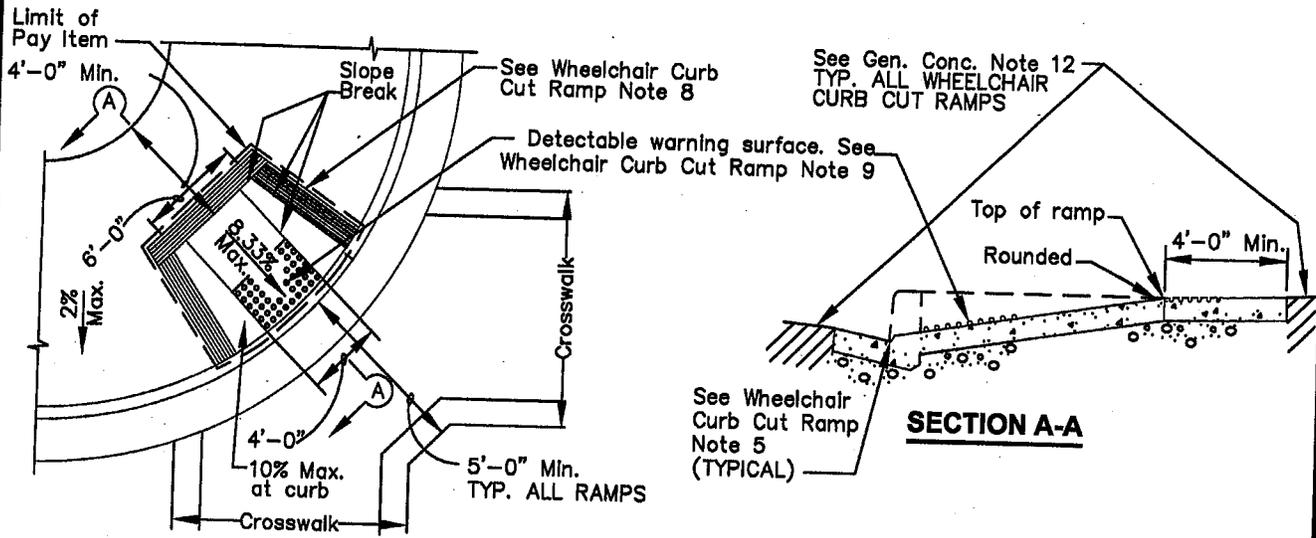
NO.	REVISIONS	DATE	BY	APPROVED
1	Removed "Limit of Pay Item by SF/LF"	8/23/12	AO	 Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 9/30/13
2	Removed metric dimensions	8/23/12	AMS	
<b>CONCRETE DRIVEWAY APPROACH</b>				
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE
				May 2002
			SCALE	NONE
			SHEET	1 OF 1
			DWG.	102 CASE 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. Concrete shall be 213-C-17 (470-C-2500, 5 sack, one inch maximum aggregate, 2500 psi). Aggregate base (AB) shall be Crushed AB (CAB) or Crushed Miscellaneous Base (CMB).
3. Concrete for curb, gutter, sidewalk and driveway shall contain 0.45kg (one (1) pound) of lampblack per cu. yd. (at batch plant). 1.8kg (4 pounds) of lampblack to be used in the basket weave sidewalk. Decorative finish see note 20.
4. Subgrade and Crushed Aggregate Base or Crushed Misc. Base shall be compacted to not less than 90% relative compaction, as tested by a City approved lab at contractor's expense, except under Valley Gutter, which shall be compacted to 95% RC.
- △5. Expansion joints shall be constructed at the EC and BC of curb returns, at each side of driveways and at 6m (20') nominal intervals. 1/4" bituminous impregnated felt, ASTM 994 shall be installed vertically, shall extend through the full depth and width of the work and be installed perpendicular to the work. Weakened-plane joints, 2" deep for sidewalks, 3" deep for 6" thick driveways, and 4" deep for (8" thick driveways), shall be spaced at 10'-0" nominal intervals, and at each side of curb ramps, mid-points of driveways with curb cuts exceeding 20'-0" and as directed by the City Engineer. All joints shall extend through the curb and gutter.
6. Exposed surfaces of sidewalk, driveway, curb and gutter shall be steel trowled followed by a medium broom finish.
7. Except as shown Dwg 100, all exposed edges, including at expansion joints and weakened-plane joints, shall be tooled to 1/2" radius. Decorative finish see note 20.
- △8. Sidewalk shall be score marked at 30" nominal intervals each way or to match existing score marks. Monolithic curb, sidewalk and driveway shall have a continuous score mark 6" from curb face.
9. All concrete shall be cured by keeping continuously moist for three days after pouring either by sprinkling, covering with a waterproof membrane, or applying TYPE I concrete curing compound. Decorative finish see note 20.
10. Extruded curb or gutter requires PRIOR approval by the City Engineer. Extruded sidewalks or driveways are prohibited.
- △11. For existing AC overlaid gutter, flow line of new concrete gutter shall match existing concrete gutter flow line. Curb lip at driveways shall be increased to 1/2" higher than AC overlay. AC overlay shall be reinstated to establish flow line.
- △12. All gutter lips, sidewalk, curb ramp or driveway edges, or curbs constructed adjacent to AC, shall be formed, finished and tooled. A 24" wide full depth AC street structural section shall be constructed adjacent to the concrete improvement in accordance with Pavement Tie-in Dwg. 128 Case 3101. The AC shall be saw cut and the AC section shall be a minimum of 6" deep on minor streets, parking lots, pathways, etc., 9" deep on collector streets and 12" on arterial streets. All AC 95% RC SS-1h Tack Coat (paint binder) all hard surfaces (AC, Conc., etc.).
- △13. All concrete improvements shall be doweled to adjacent concrete improvements using 300mm (12") long 10M (#3) rebar dowels (2 dowels min. each side) at 36" OC max. 4" min. embedment. Drill for drive tight fit or epoxy in place. Decorative finish see note 20.
14. Dowels shall be installed per Note 13 when planter strips are filled with concrete or when sidewalk is added to the back of the existing walk. Street tree wells shall be provided in accordance with City requirements.
- △15. All concrete improvements to be removed shall be saw cut along existing scorelines to a minimum depth of 1/2 the thickness of the concrete improvement. No section to be replaced shall be smaller than 30" in either length or width. If the saw cut in sidewalk or driveway would fall within 30" of a construction joint, expansion joint, cold joint, or edge, the concrete shall be removed to the joint or edge, including AB. All saw cut residue shall be vacuumed concurrently with sawing operation.
16. New imported full depth AB shall be placed under all new or replacement curb, gutter, sidewalk and driveway.
- △17. The typical City standard curb height is 6" and the typical City gutter width is 18". However, existing curb heights 3" to 9" and gutter widths 12" to 24" shall be matched in kind when directed by the City Engineer.
18. Any acts of vandalism or deformation to finish of the concrete shall be repaired within the first 24 hrs. after placement. Repairs made after 24 hrs. of placement shall consist of complete removal and replacement of the affected area.
19. Suitable native soil backfill shall be flush with adjacent concrete finish grade along all form voids and planter strips. Reseed as appropriate.
20. Decorative Finish Concrete Paving shall be colored and finished as shown on plans. Existing decorative finishes shall be matched in kind. Expansion joints shall be constructed and sealed as shown Dwg 100. Curing compound/color hardener/wax sealer matching decorative finish shall be used.

ACAD FILE: C3101D104 Rev2.DWG.

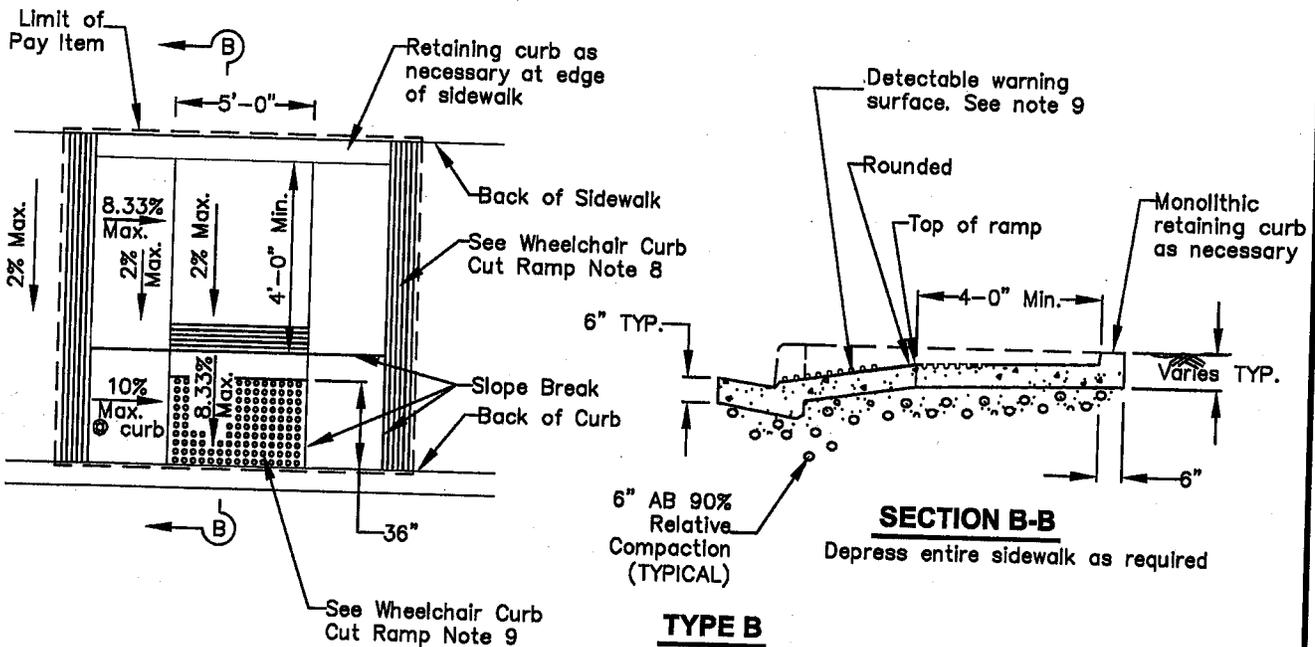
## CITY OF SAN LEANDRO \* STANDARD PLANS

NO.	REVISIONS	DATE	BY				APPROVED	
△	Removed Metric Dims	8/23/12	AMS	<b>GENERAL CONCRETE NOTES</b>			 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/13	
DRAWN GF/MLWH/VL				CHECKED KJ/KRC	DATE May 2002	SCALE NONE	SHEET 1 OF 1	DWG. NO. 104 CASE 3101



**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. C3101D106A Rev5.DWG

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

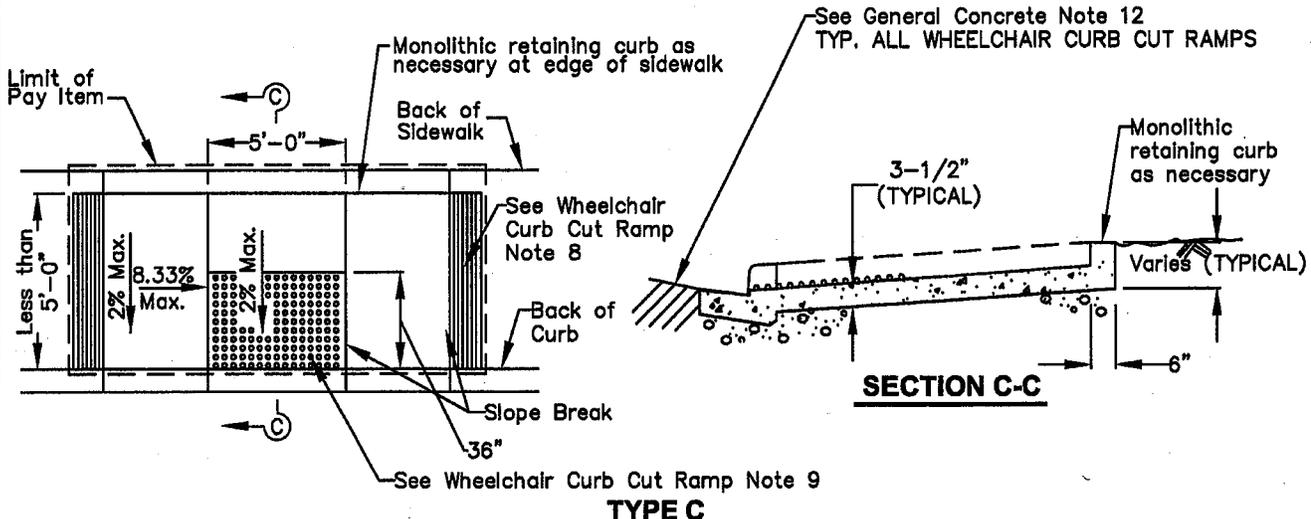
NO.	REVISIONS	DATE	BY
1	Deleted all Metric Dimensions	4/24/12	AMS

**WHEELCHAIR CURB CUT RAMP  
TYPE A & B**

APPROVED  
  
 Kenneth Joseph, City Engineer R.C.E. No. 34870  
 Expires 9/30/13

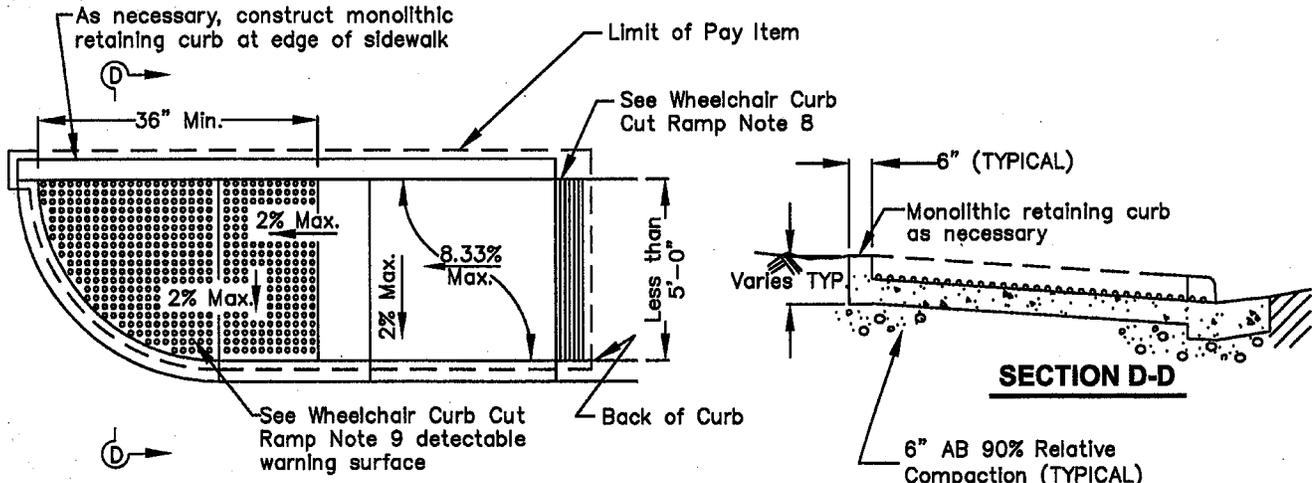
DRAWN GF/MLWH/VL	CHECKED KJ/KRC	DATE June 2004	SCALE NONE	SHEET 1 OF 4
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DWG. NO. 106A CASE. 3101



**TYPE C**

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



**TYPE D**

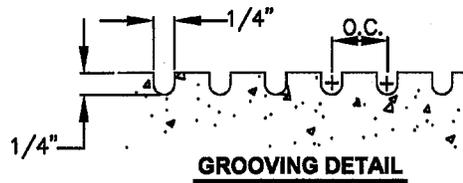
Use when sidewalk is less than 5'-0" wide or as applicable

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. C3101D106B Rev.5.DWG

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

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



**GROOVING DETAIL**

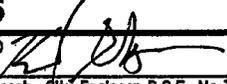
Border Grooves approximately 3/4" O.C.

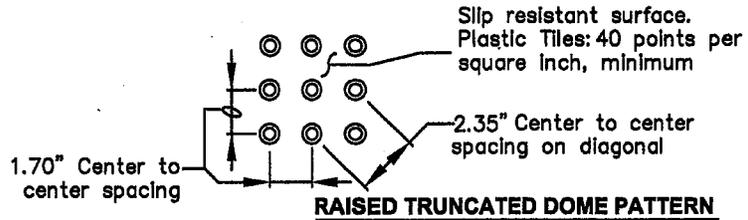
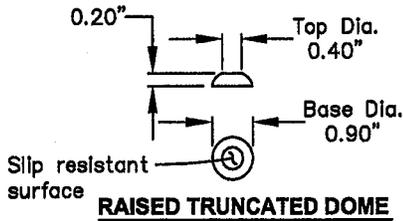
1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications)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

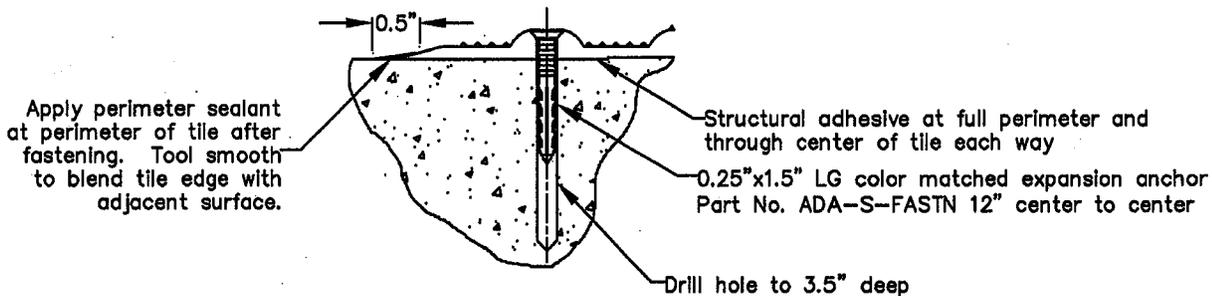
ACAD FILE NO. C3101D106C Rev5.DWG

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

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



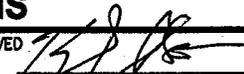
15. **TRUNCATED DOMES – PLASTIC TILES:** Tiles shall be "Armor Tile" as manufactured by Engineered Plastics Inc., Tel: (800)-682-2525, or approved equal. Tiles shall be a single tile, full width x 36" deep nominal, manufactured of an epoxy polymer composite with an ultraviolet stabilized, colorfast coating 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:
- 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.
  - Adhesive: Urethane electrometric adhesive by Sika Corp., Uniroyal, Mapei, Bostik, or approved equal.
  - 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.
  - Perimeter Sealants: Epoxy two component sealant by Powers, Simpson, Hiltl or approved equal. Aluminum gray color.

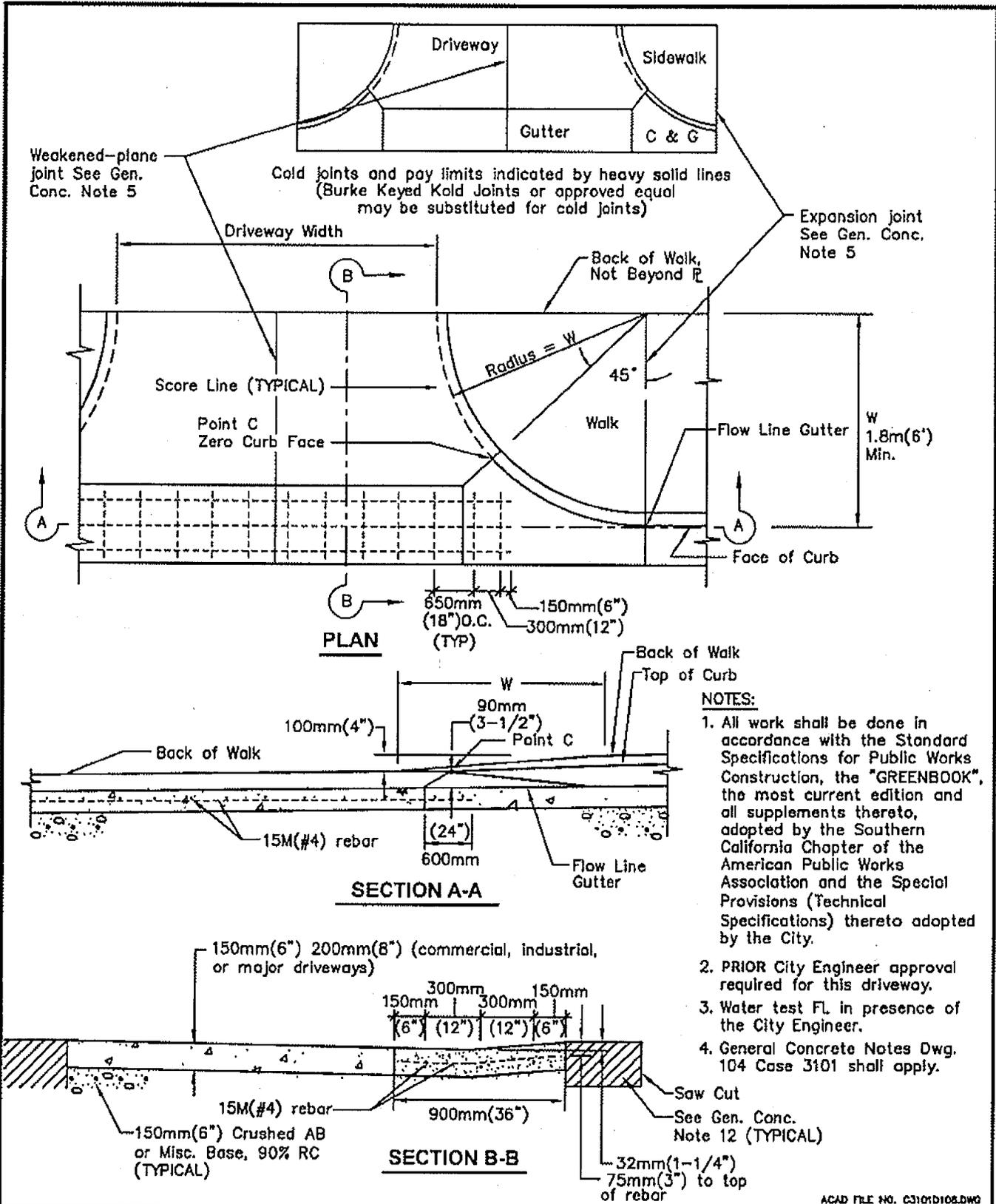


**SURFACE APPLIED TILE INSTALLATION DETAIL**

ACAD FILE NO. C3101D106D Rev4.DWG

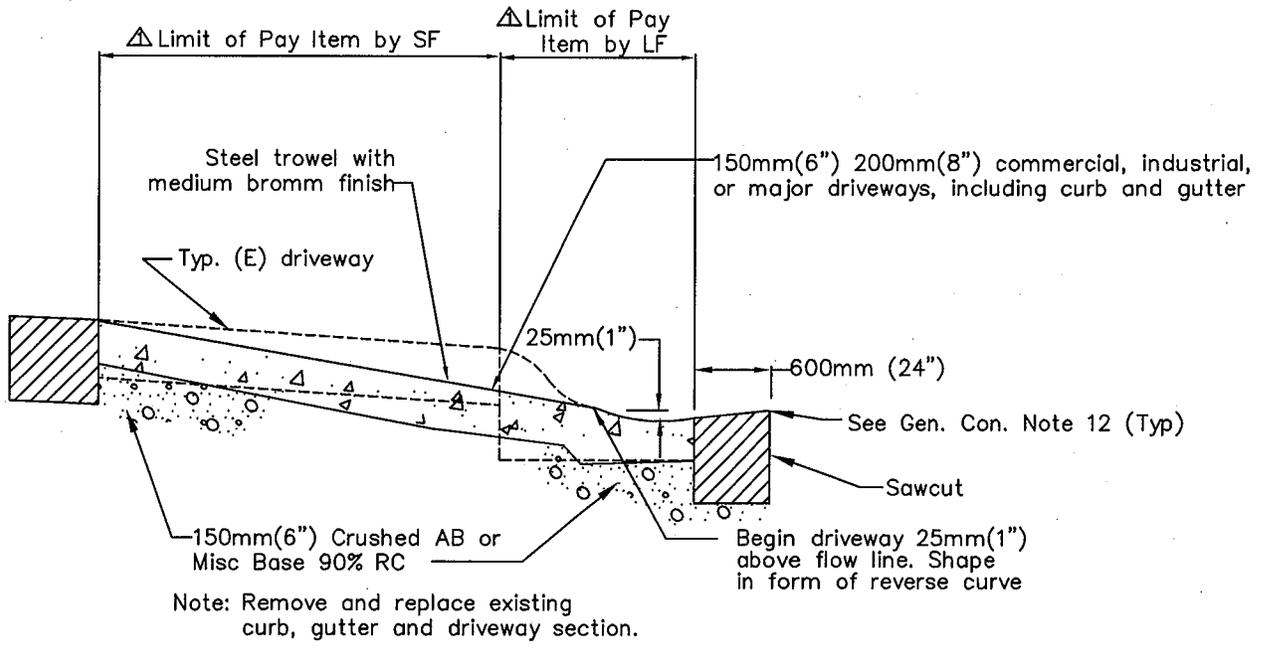
**CITY OF SAN LEANDRO \* STANDARD PLANS**

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

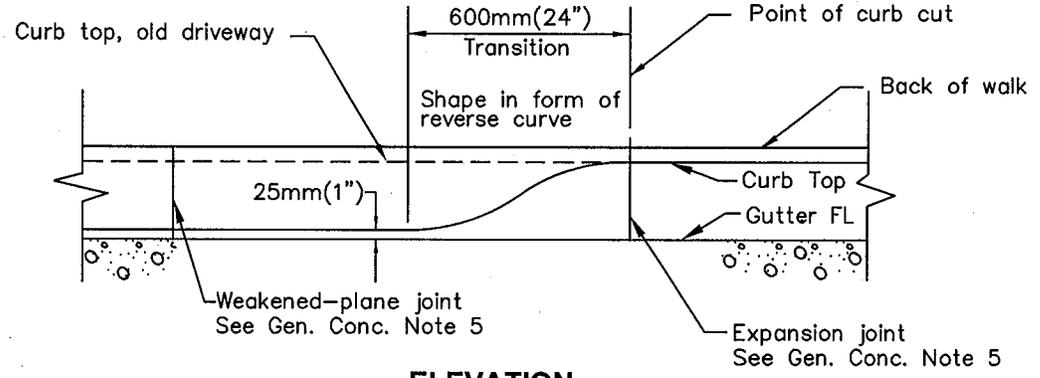


**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE	DEPRESSED DRIVEWAY APPROACH			APPROVED							
						<i>[Signature]</i> Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 8/30/03							
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	May 2002	SCALE	NONE	SHEET	1 OF 1	DWG. NO.	108	CASE.	3101



**MODIFIED DRIVEWAY SECTION**



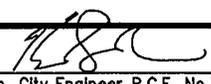
**ELEVATION**

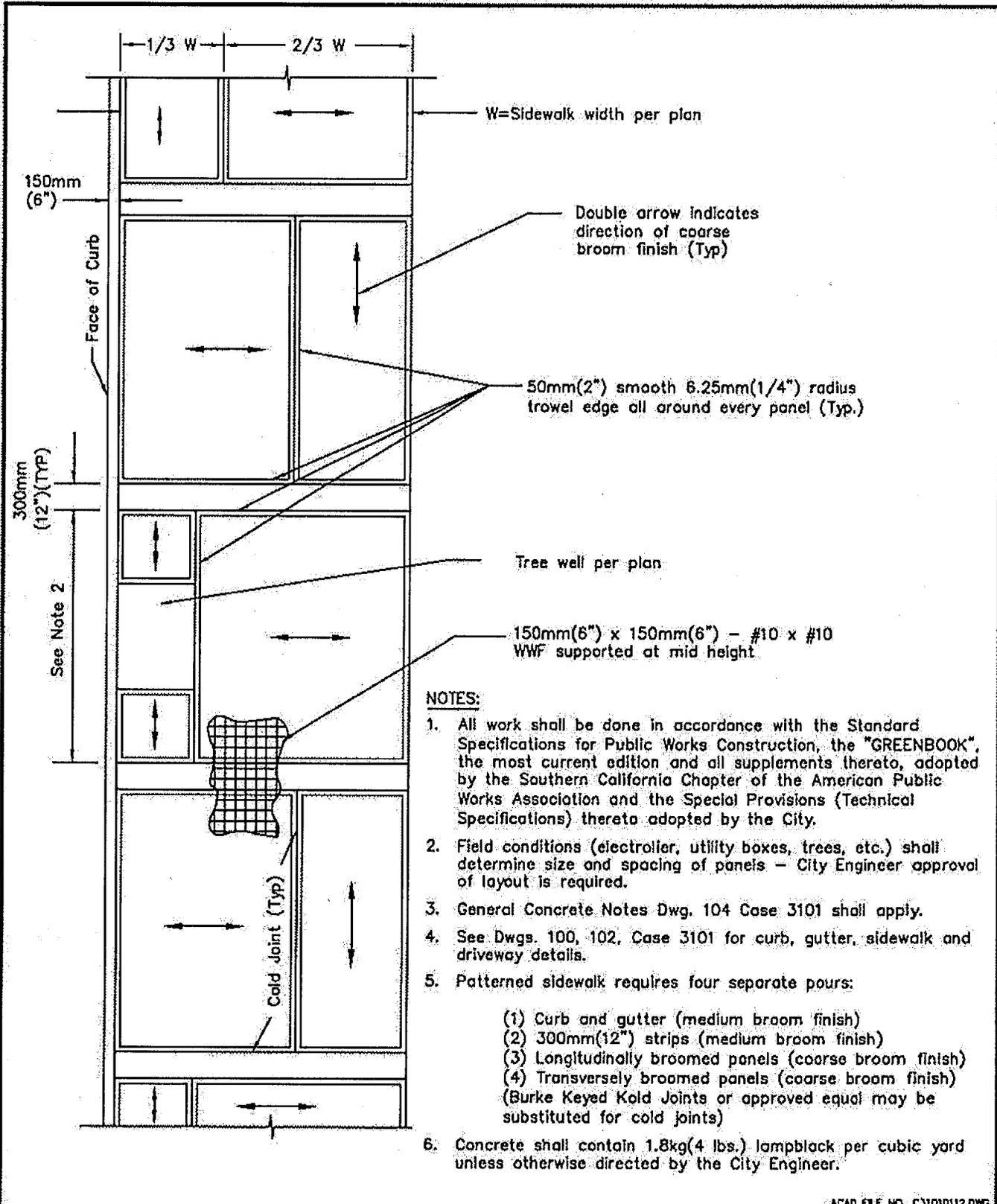
**NOTES:**

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
△	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	



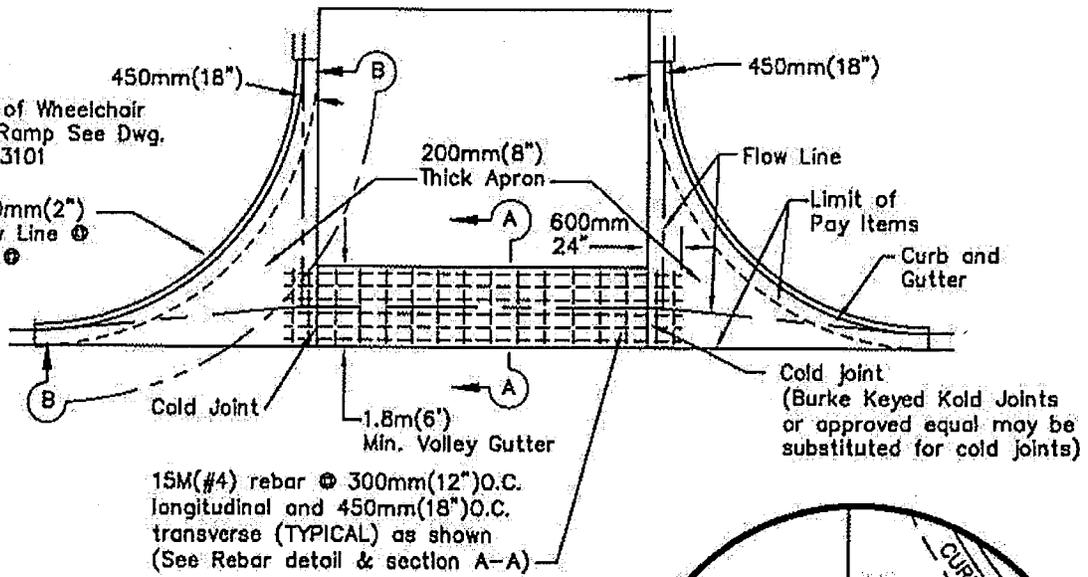
ACAD FILE NO. C3101D112.DWG

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

NO.	REVISIONS	DATE	BASKET WEAVE PATTERNED SIDEWALK			APPROVED
						<i>[Signature]</i> 6/29/02
						Kenneth Joseph, City Engineer R.C.E. No. 34870
						Expires 9/30/03
DRAWN	GF/MLWH/ML	CHECKED	KJ/KRC	DATE	May 2002	SCALE NONE SHEET 1 OF 1
DWG. NO. 112 CASE 3101						

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

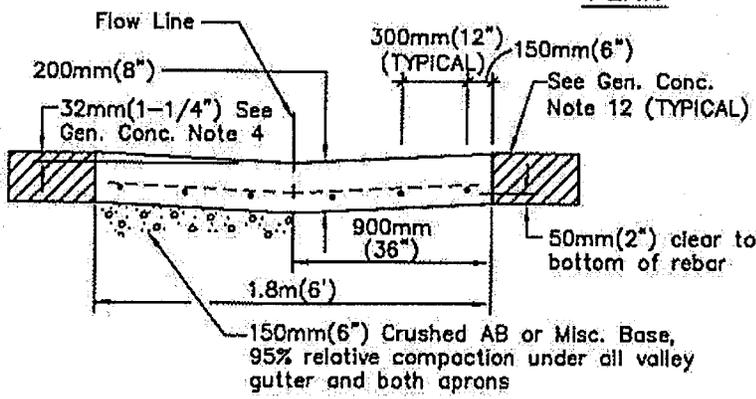
Elev. + 50mm(2") above Flow Line @ curb face @ C of curb return



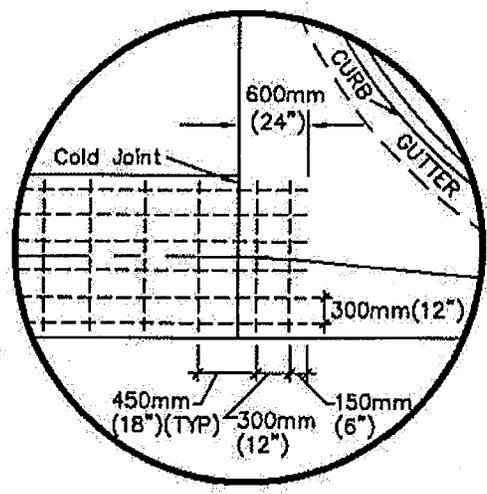
15M(#4) rebar @ 300mm(12") O.C. longitudinal and 450mm(18") O.C. transverse (TYPICAL) as shown (See Rebar detail & section A-A)

Cold joint (Burke Keyed Cold Joints or approved equal may be substituted for cold joints)

**PLAN**



**SECTION A-A**

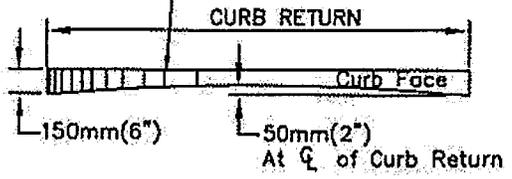


**REBAR DETAIL**

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

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



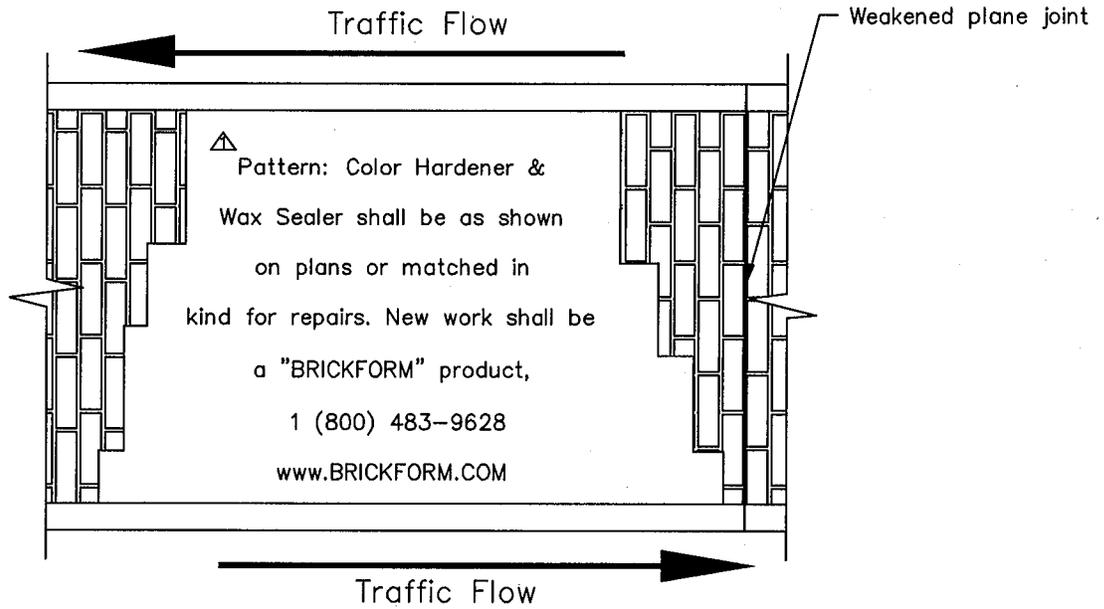
**VIEW B-B**

Elevation of curb return face

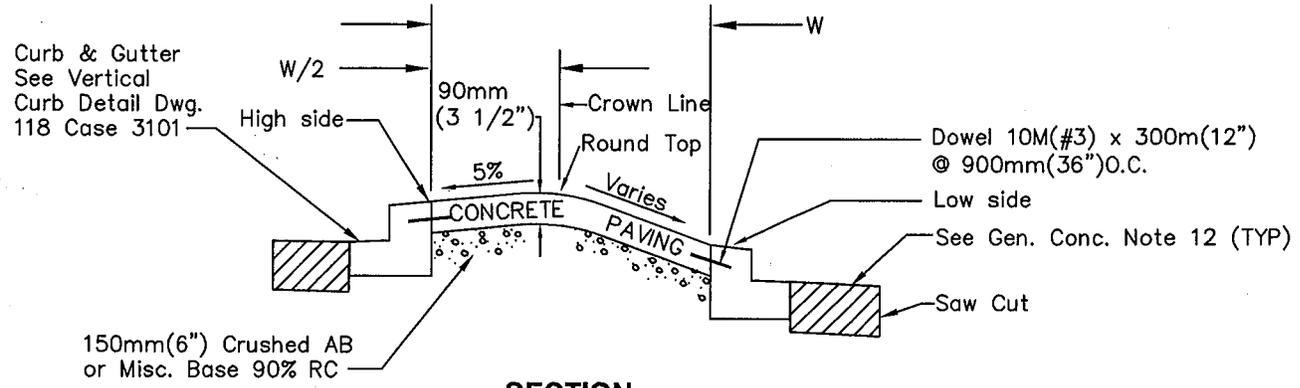
ACAD FILE NO. C3101D114.DWG

**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/VL	CHECKED	KJ/KRC	DATE	May 2002	SCALE	NONE	SHEET	1 OF 1	DWG. NO.	114	CASE.	3101



**PLAN**



**SECTION**

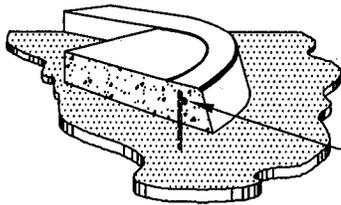
**NOTES:**

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.

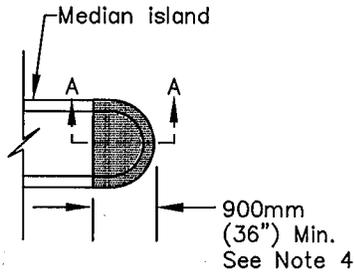
ACAD FILE NO. C3101D116 Rev1.DWG

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

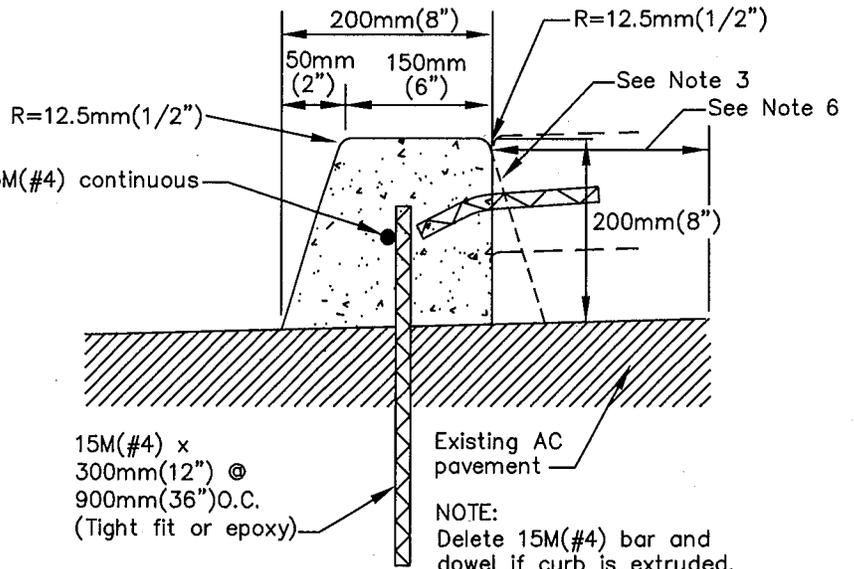
NO.	REVISIONS	DATE	BY			APPROVED
1	REVISED NOTES ON TRAFFIC FLOW	8/10/07	AMS	<b>STAMPED CONCRETE PAVING</b>		 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09
DRAWN GF/MLWH/VL		CHECKED KJ/KRC	DATE May 2002	SCALE NONE	SHEET 1 OF 1	DWG. NO. 116 CASE. 3101



**SECTION A-A**



**BULL NOSE DETAIL**



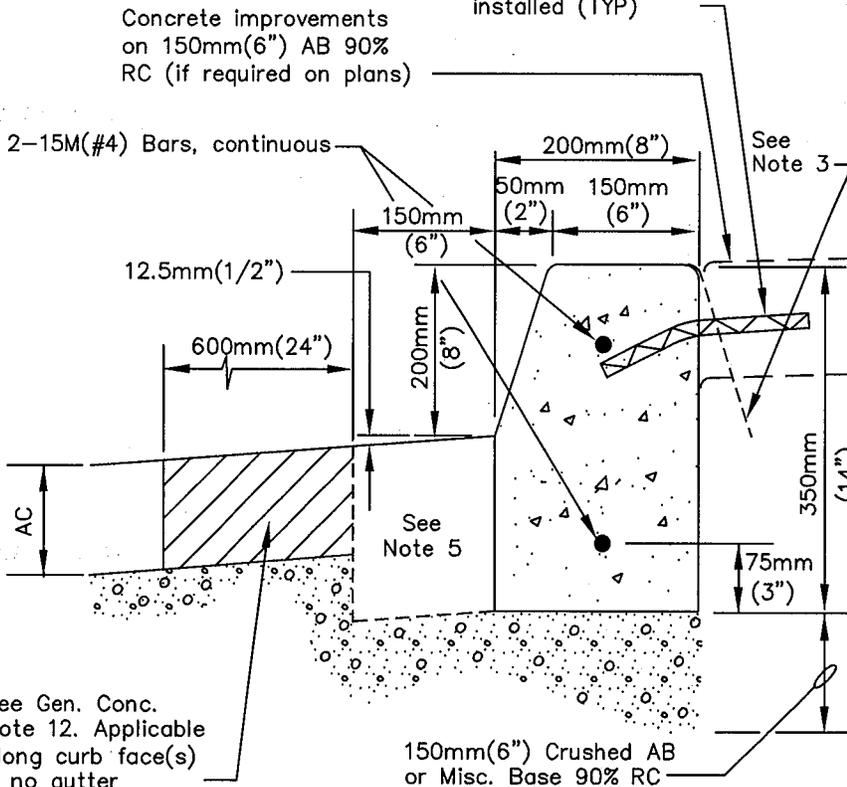
**TACK-ON CURB**

**NOTE:**  
Delete 15M(#4) bar and dowel if curb is extruded. For extruded construction, epoxy resin adhesive shall be applied in lieu of bar and dowel reinforcing. Extruded curb requires **PRIOR** approval of the City Engineer.

10M(#3) deformed rebar, 300mm(12") long @ 900mm(36") if concrete improvements to be installed (TYP)

**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) there to adopted by the City.
2. General Concrete Notes Dwg. 104 Case 3101 shall apply.
3. 50mm(2") batter and finish back side if back of curb is exposed.
4. All island noses to be poured monolithically with "Bull Nose" (See "Bull Nose" detail).
5. Install 150mm(6") monolithic spill gutter with curb if required on plans.
6. To provide adequate foundation for Tack-on Curb, the existing pavement shall not be removed to within 300mm(12") of curb.
7. Install 375mm(15") wide maintenance access strip when shown on plans.



**VERTICAL CURB**

ACAD FILE NO. C3101D118 Rev2.DWG.

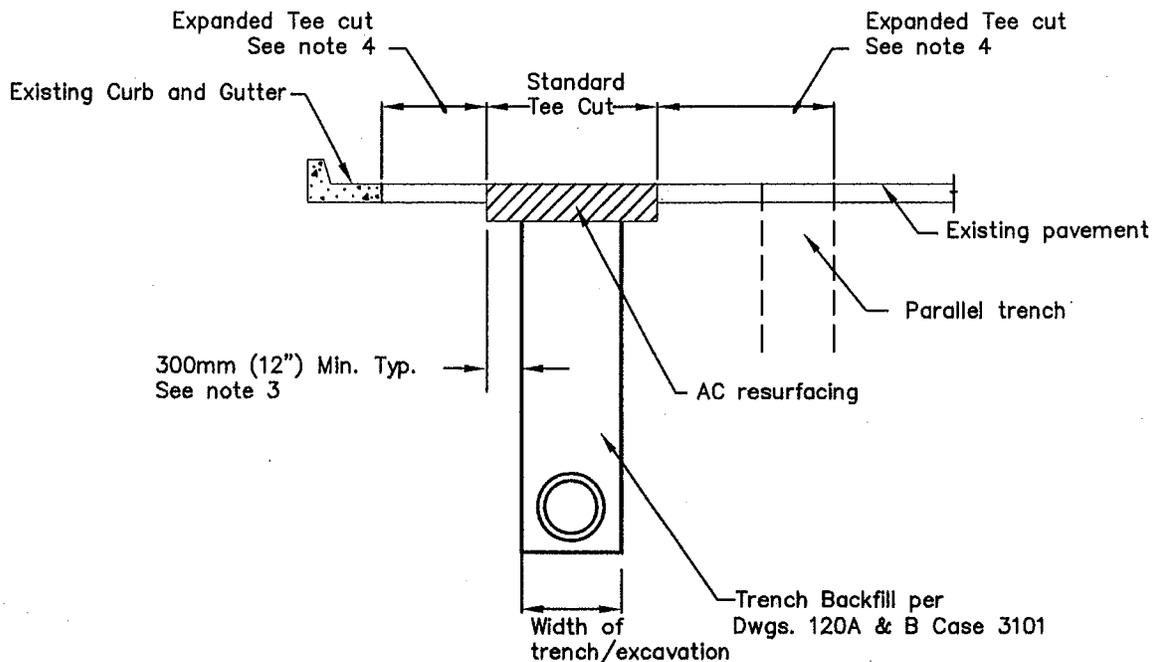
**CITY OF SAN LEANDRO \* STANDARDS**

NO.	REVISIONS	DATE	BY
1	ADDED NOTES 7 & 8	9/6/05	AMS
2	REV NOTE 7	9/27/07	AMS

**VERTICAL CURB**

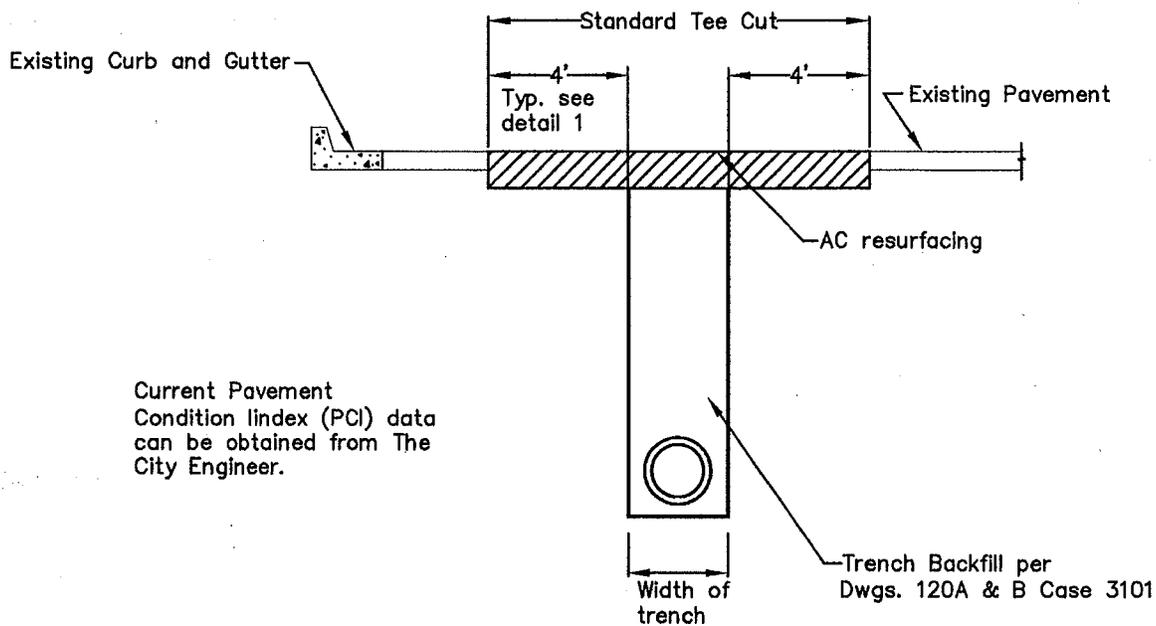
APPROVED   
Kenneth Joseph, City Engineer R.C.E. No.34870  
Expires 9/30/09

DRAWN GF/MLWH/VL	CHECKED KJ/KRC	DATE May 2002	SCALE NONE	SHEET 1 OF 1	DWG. NO. 118 CASE 3101
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**2 DETAIL 1**

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



Current Pavement Condition Index (PCI) data can be obtained from The City Engineer.

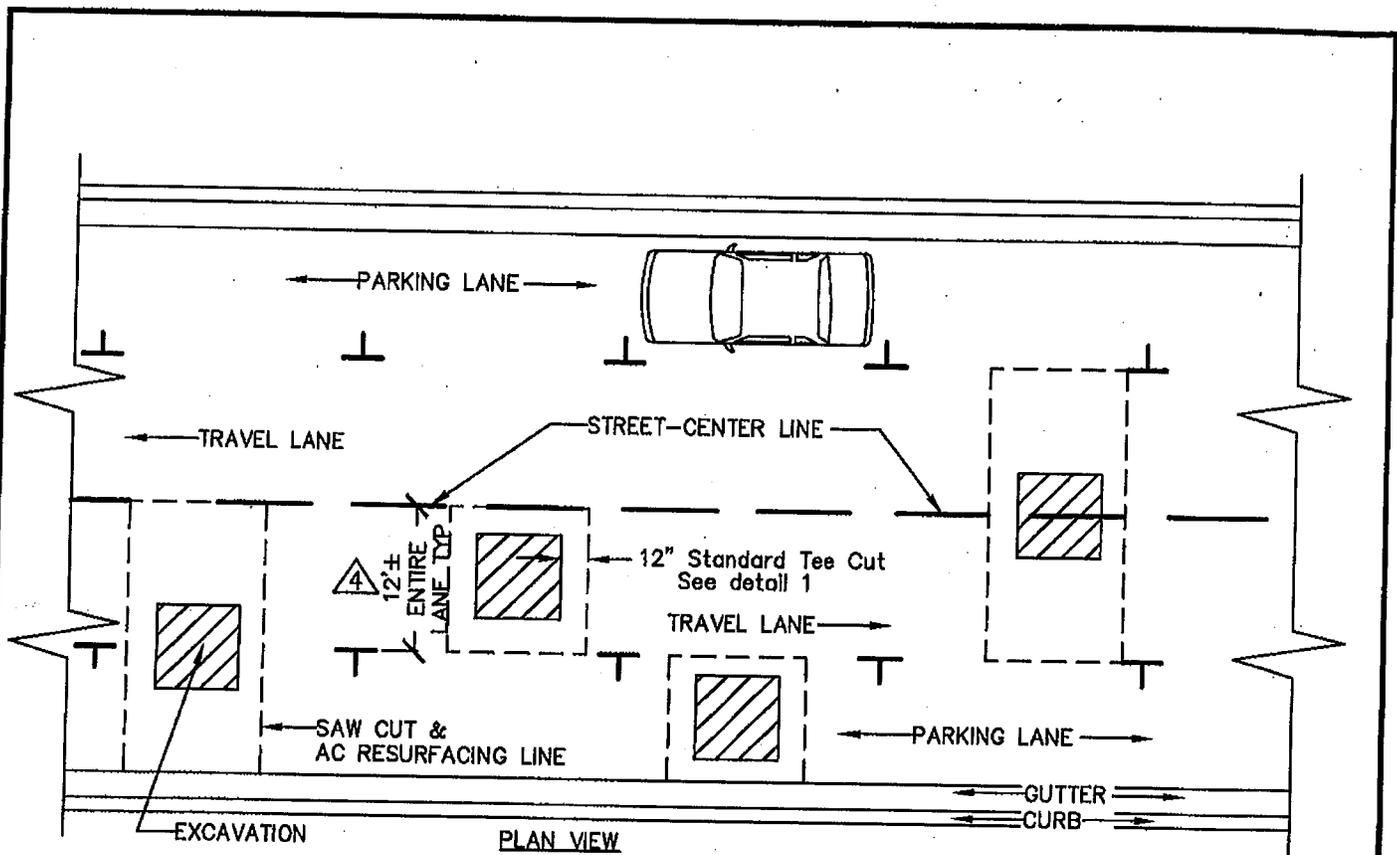
**2 DETAIL 2**

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

ACAD FILE NO. C3101D122ABC Rev2.DWG

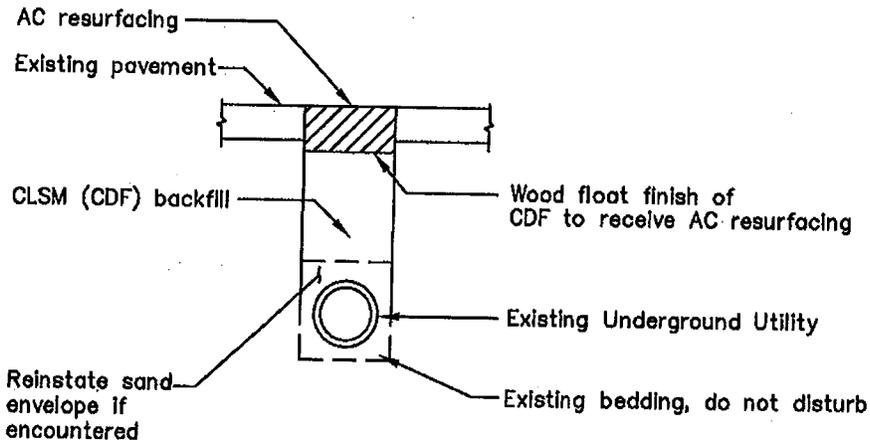
**CITY OF SAN LEANDRO \* STANDARD PLANS**

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 9/30/09									
<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 <i>Kenneth Joseph</i> Kenneth Joseph, City Engineer R.C.E. No. 34870 Expires 9/30/11
4	Added 12"± to detail 3	2/22/11	NT	
<b>EXCAVATION RESURFACING</b>				
DRAWN	NT/AMS	CHECKED	DATE	SCALE
			DEC 2008	NONE
				SHEET 2 OF 3
		DWG. NO. 122B		CASE. 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.

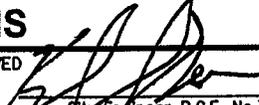
All base courses shall be mechanically compacted with a rammer or tamper with particular attention to the perimeter and corners of the excavation. Surface course shall be compacted with steel wheeled roller. A vibratory plate may be used for surface course of 4 sq.2ft. maximum.

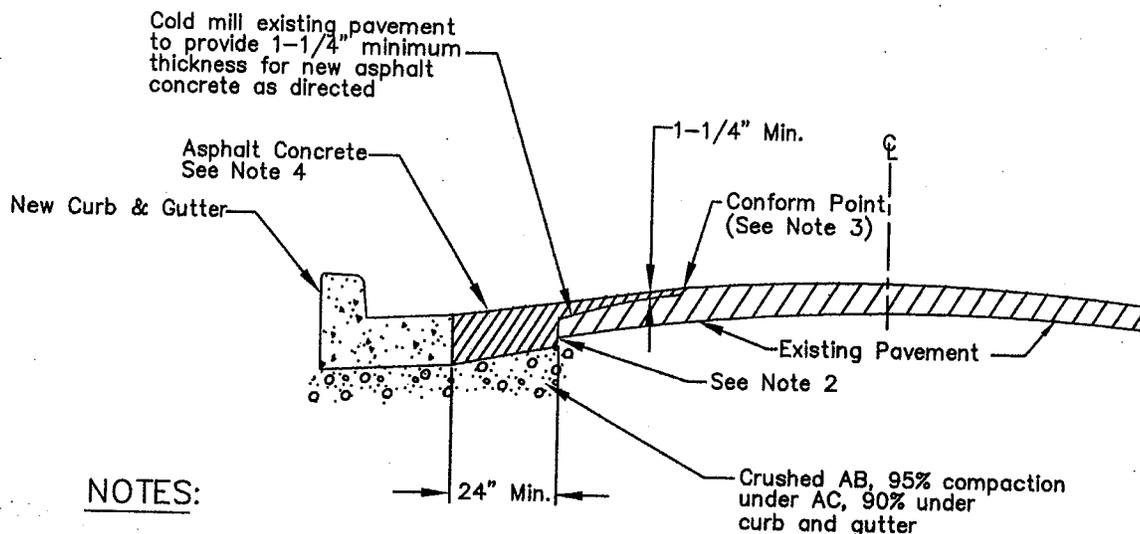
95% Relative Compaction minimum all courses. See Note 8.

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	 Kenneth Joseph, City Engineer R.C.E. No.34870 <small>Expires 9/30/11</small>
<b>EXCAVATION RESURFACING NOTES</b>				
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.

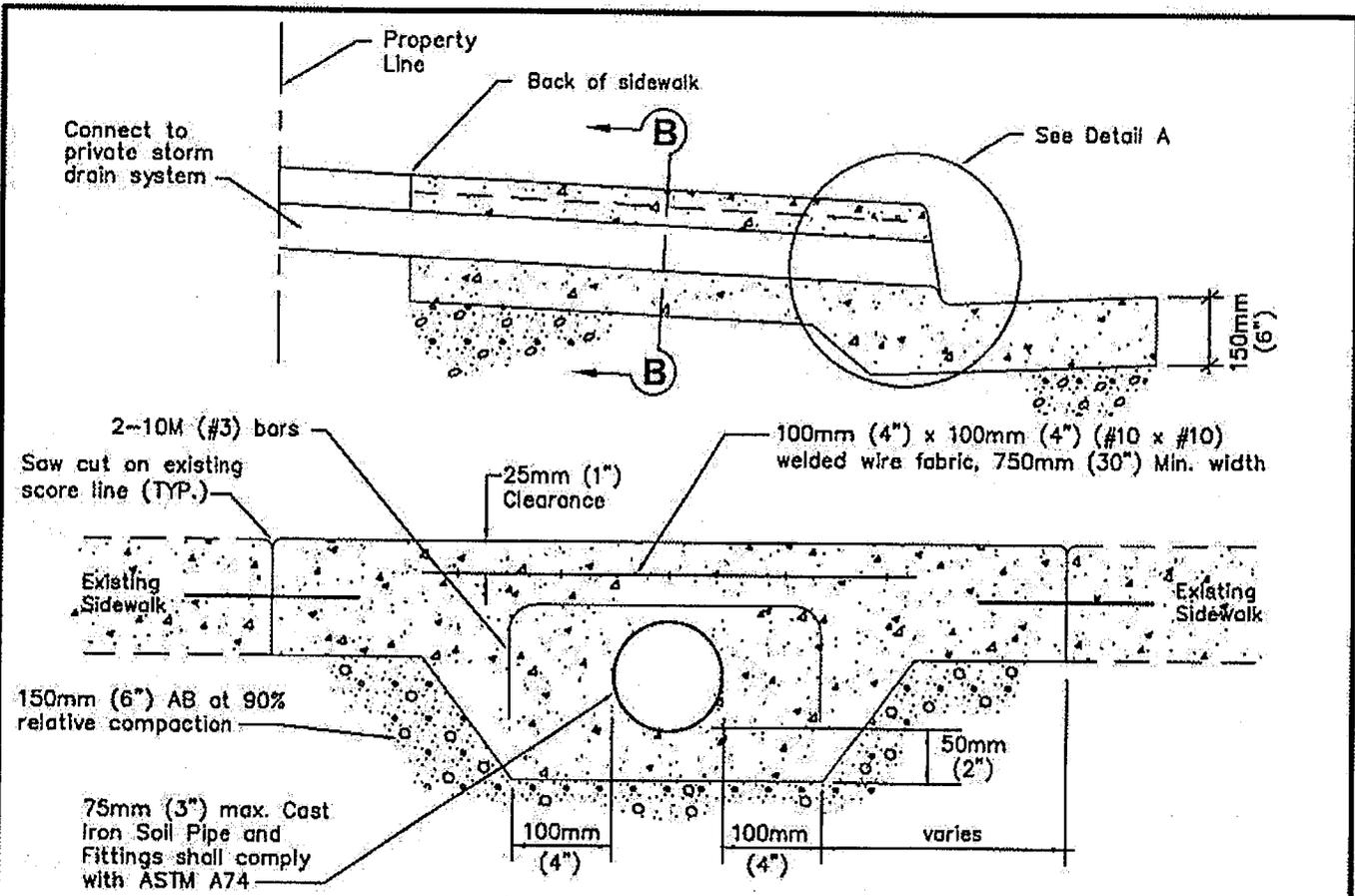
All base courses shall be mechanically compacted with a rammer or tamper with particular attention to the perimeter and corners of the excavation. Surface course shall be compacted with steel wheeled roller. A vibratory plate may be used for surface course of .37m<sup>2</sup> (4 sq. ft.) maximum. Caltrans 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**

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

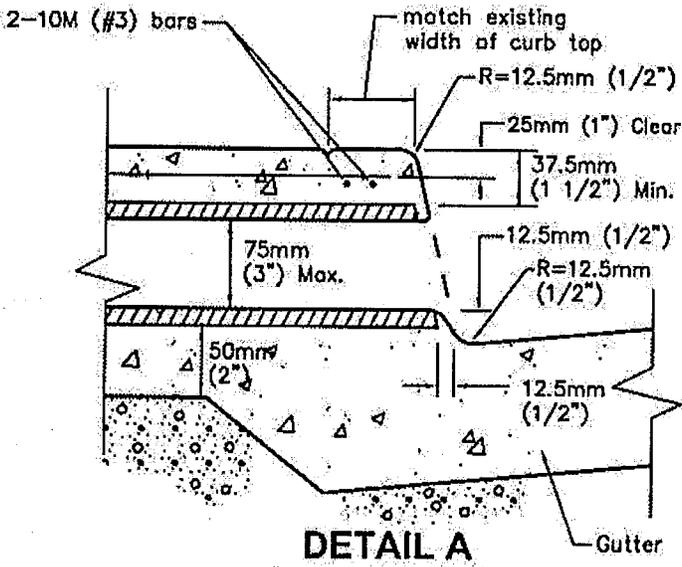


**SECTION B-B**

**NOTES:**

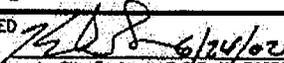
1. All work shall be done in accordance with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association and the Special Provisions (Technical Specifications) thereto adopted by the City.
2. General Concrete Notes Dwg. 104 Case 3101 shall apply.
3. Existing curb, gutter and sidewalk shall be saw cut along score lines.
4. Trim pipe flush with curb face.
5. Drain may be skewed as directed by the City Engineer. Drains shall not be installed in driveway curb transitions. Maintain 300mm (12 inch) clear from driveway approaches.
6. One drain required for each 395m<sup>2</sup> (4,250 square feet) of drained area.
7. Minimum 25mm (1 inch) clearance between adjacent pipes.
8. 100mm (4 inch) dia. CIP may be used for 200mm (8 inch) curb heights.

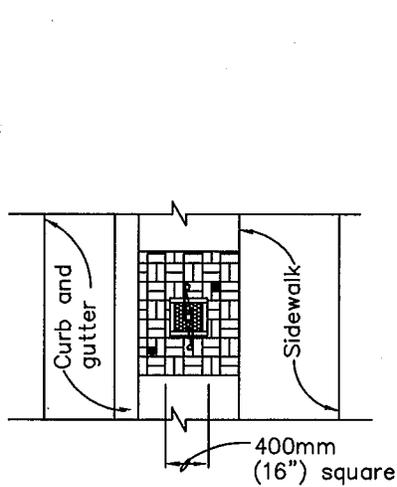
ACAD FILE NO. C31010212.DWG.



**DETAIL A**

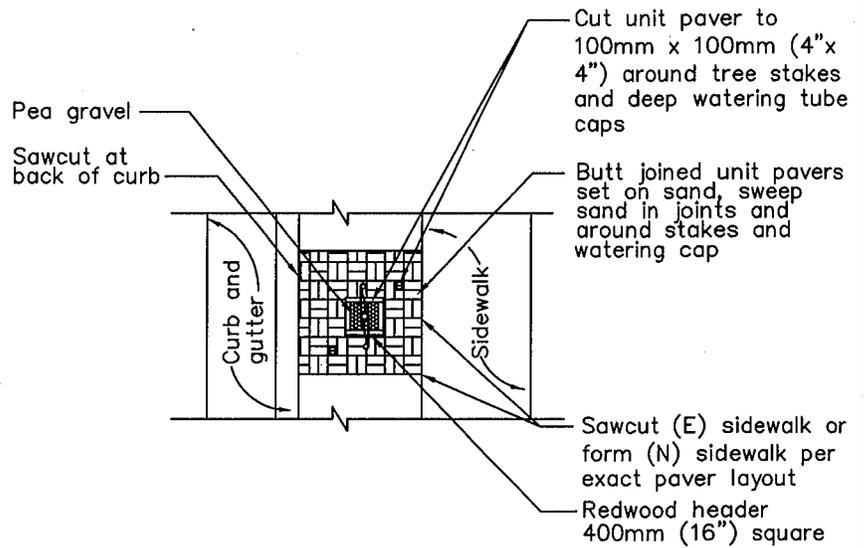
**CITY OF SAN LEANDRO \* STANDARD PLANS**

NO.	REVISIONS	DATE					APPROVED
			<b>CAST IRON PIPE CURB DRAIN</b>				 Kenneth Joseph, City Engineer R.C.E. #634870 Expires 9/30/03
DRAWN GF/NLWH/VL		CHECKED KJ/KRC	DATE May 2002	SCALE NONE	SHEET 1 of 1	DWG. NO. 212	CASE. 3101



**TREE WELL AND PAVER LAYOUT**

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



**TREE WELL AND PAVER LAYOUT**

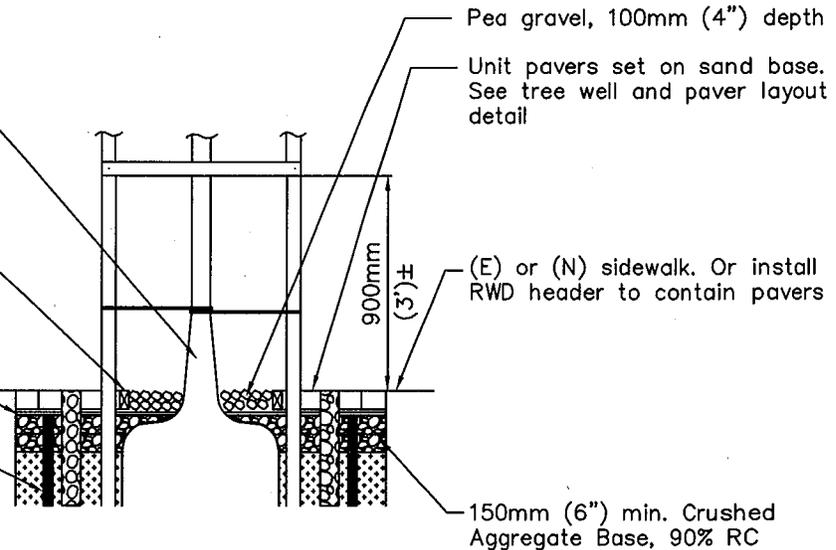
(1200mm x 1200mm (4'x4') Tree Well)

Tree planting per Dwg. 434 Case 3101

Redwood header cut over size to provide tight fit and produce lateral pressure to pavers

Install filter fabric to keep sand from going into crushed aggregate base

Root control barrier; set top edge at top of sand layer, use 5 panels or as required of Deep Root Corp. UB 24-2 or approved equal



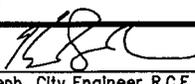
**TREE PLANTING AND STAKING**

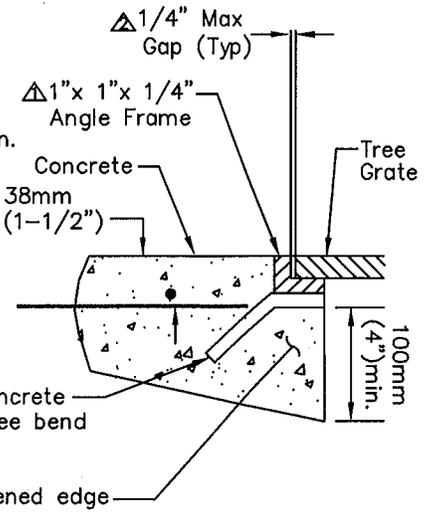
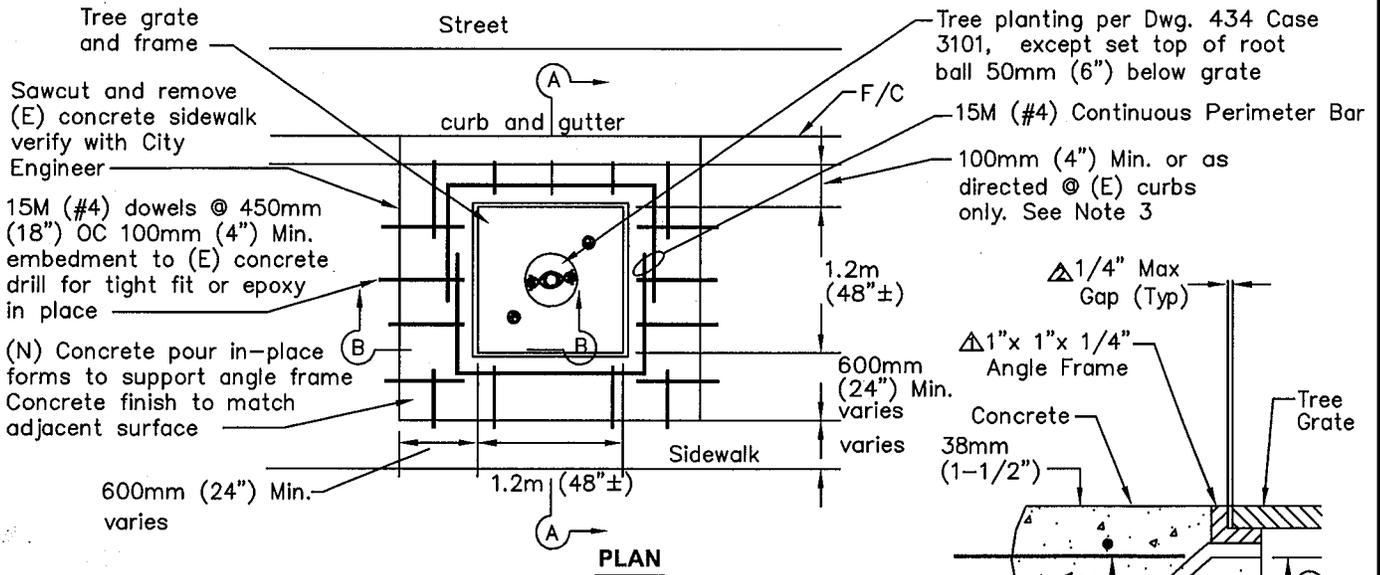
**NOTES:**

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.

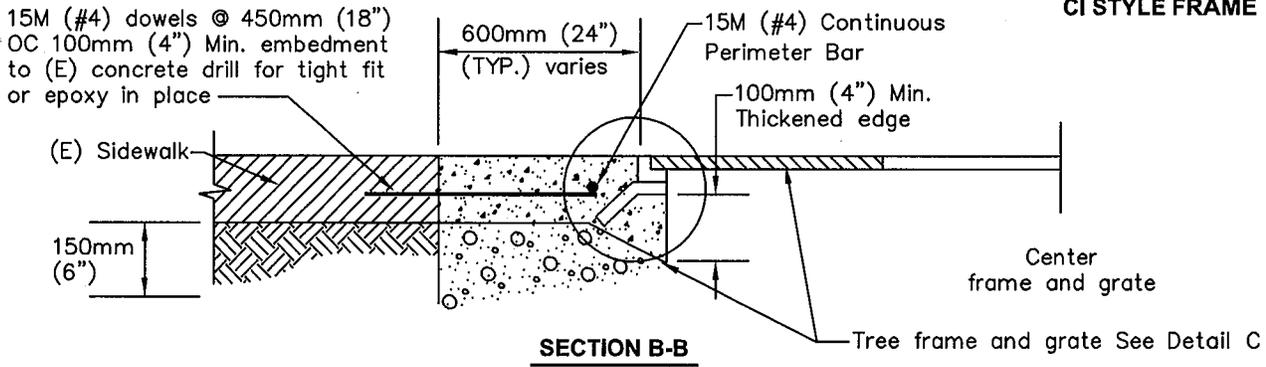
ACAD FILE: C3101D436 Rev1.DWG

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

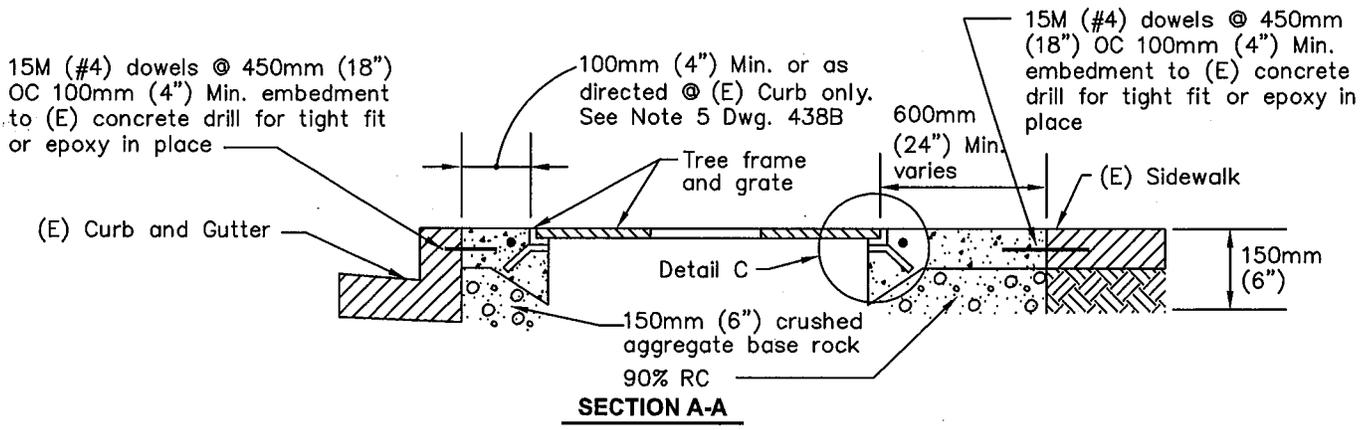
NO.	REVISIONS	DATE	INTERLOCKING PAVER TREE WELL INSTALLATION				APPROVED						
△	Revised note #2	11/1/06					 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09						
DRAWN	GF/MLWH/VL	CHECKED	KJ/KRC	DATE	May 2002	SCALE	NONE	SHEET	1 OF 1	DWG. NO.	436	CASE.	3101



**DETAIL C**  
**CI STYLE FRAME**



**SECTION B-B**



**SECTION A-A**

NOTES Dwg. 438B Case 3101 shall apply

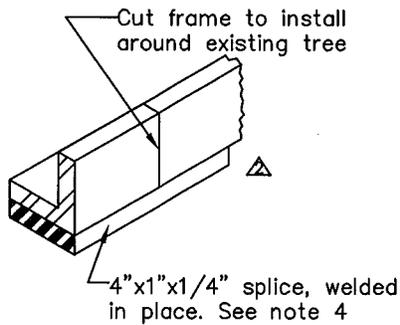
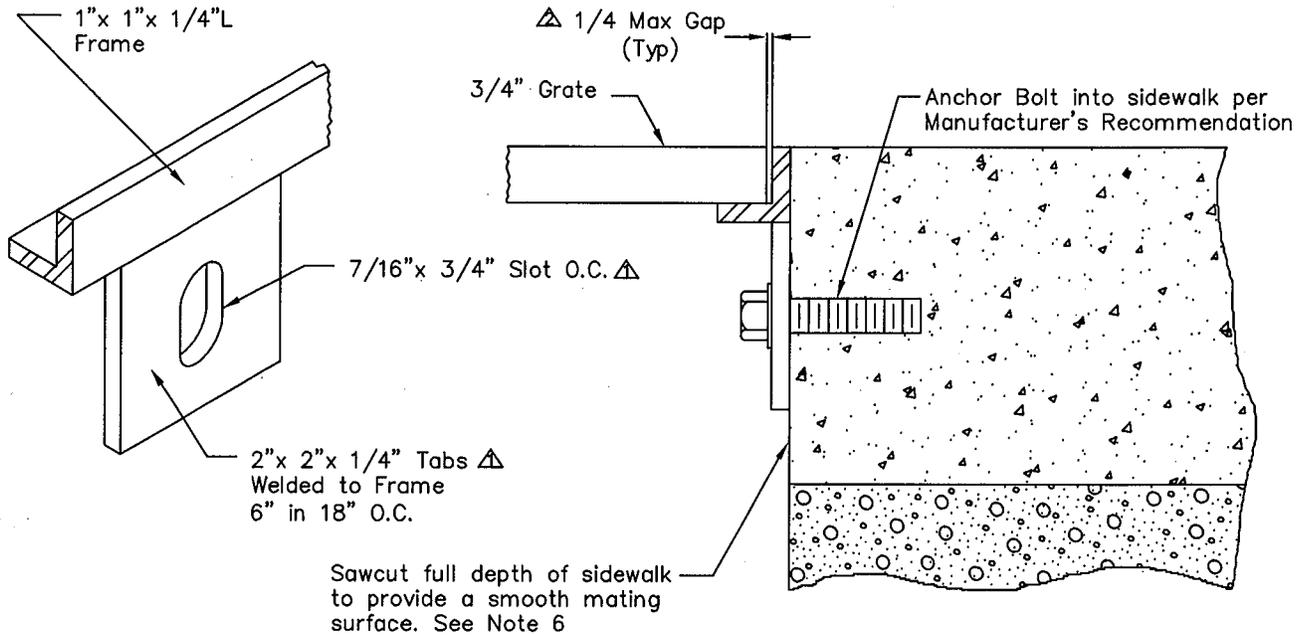
ACAD FILE NO. C3101D438AB Rev2.DWG

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

NO.	REVISIONS	DATE	BY
△	REVISED VENDOR & SPECS.	9/23/05	---
△	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



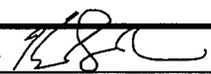
**RF STYLE FRAME**

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. Δ
- 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. Δ
- 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. Δ
- 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	GRATED TREE Δ WELL INSTALLATION			APPROVED						
Δ	REVISED VENDOR & SPECS.	9/23/05	---				 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09						
Δ	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. C3101D608ABC Rev1.DWG

## CITY OF SAN LEANDRO \* STANDARD PLANS

NO.	REVISIONS	DATE	BY	TRAFFIC CONTROL PLAN ▲ GUIDELINES			APPROVED
▲	ADDED "GUIDELINES" TO TITLE	10/1/07	AMS				Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/09
DRAWN GF/MLWH/VL		CHECKED KJ/KRC	DATE October 2007	SCALE NONE	SHEET 1 OF 3	DWG. NO. 608A CASE. 3101	

**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	⊙ DAVIS ST
ALVARADO ST	DAVIS ST	MARINA BLVD	COLLECTOR	YES	
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	E 14TH ST	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. C3101D608ABC Rev1.DWG

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

NO.	REVISIONS	DATE	BY
1	ADDED "GUIDELINES" TO TITLE	10/1/07	AMS

**TRAFFIC CONTROL PLAN  
Δ GUIDELINES**

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

**TRAFFIC CONTROL PLANS REQUIRED**

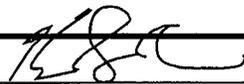
Street Name	Begin	End	Classification	Flashing Arrow Panel	Caltrans ROW
FREMONT AVE	ALVARADO ST	FLORESTA BLVD	ARTERIAL	YES	
GRAND AVE	JOAQUIN AVE	BENEDICT DR	COLLECTOR	YES	@ I-580 ON/OFF RAMP
HALCYON DR	WASHINGTON AVE	HESPERIAN BLVD	RES. ARTERIAL	YES	
HAYS ST	E 14TH ST	W JUANA AVE	LOCAL	YES	
HESPERIAN 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 RAMP
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 RAMP
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	

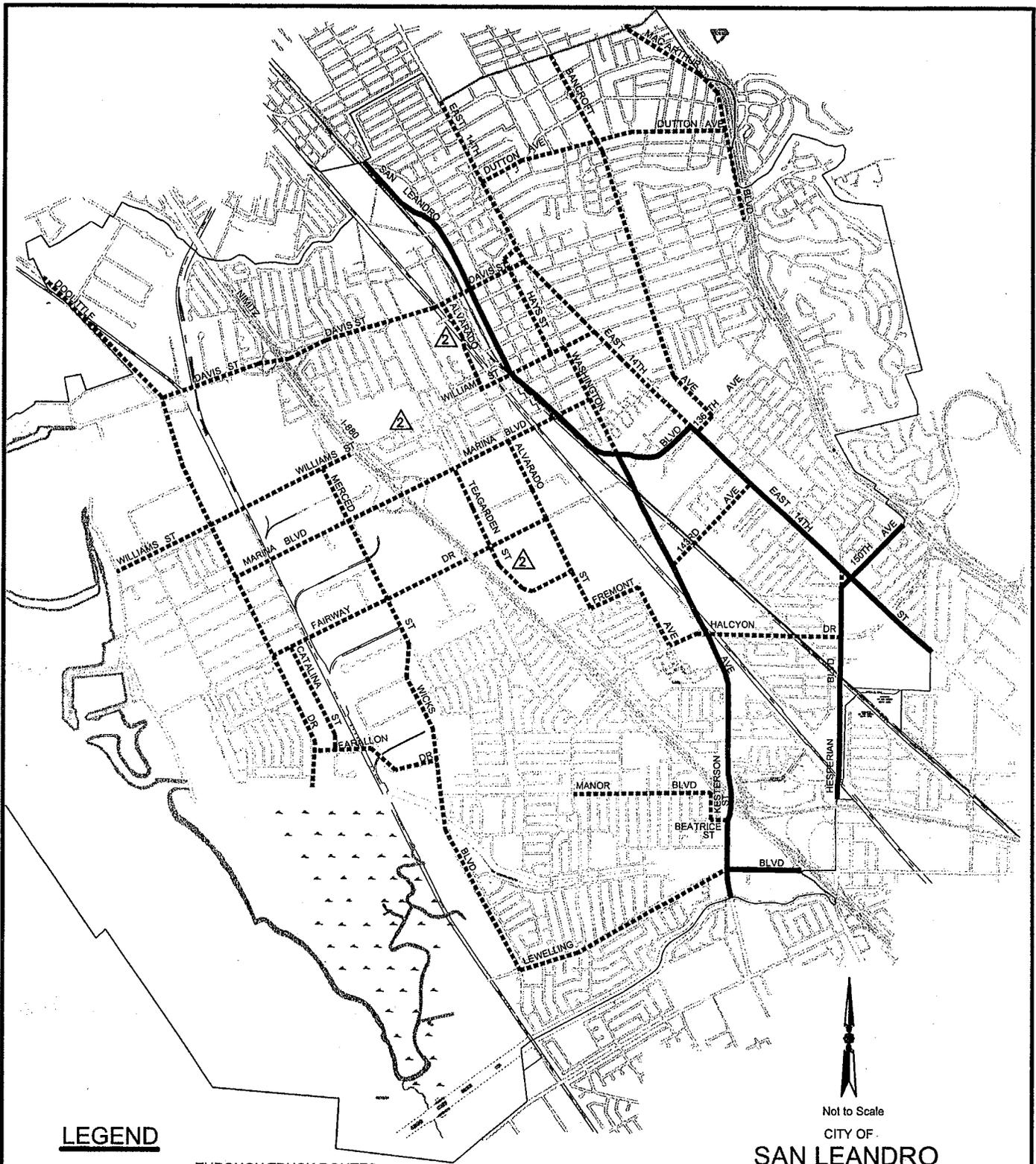
ACAD FILE NO. C3101D608C Rev1.DWG

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

NO.	REVISIONS	DATE	BY
1	ADDED "GUIDELINES" TO TITLE	10/1/07	AMS

**TRAFFIC CONTROL PLAN  
Δ GUIDELINES**

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



**LEGEND**

-  THROUGH TRUCK ROUTES
-  LOCAL TRUCK ROUTES

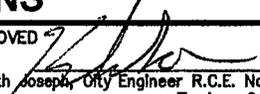
-  ORDINANCE NO. 88-026
-  ORDINANCE NO. 2000-018

Not to Scale

CITY OF  
**SAN LEANDRO**  
TRUCK ROUTE MAP

ACAD FILE NO.C3101D610 Rev2.DWG

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

NO.		REVISIONS		DATE	BY	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.RL		 Kenneth Joseph, City Engineer R.C.E. No.34870 Expires 9/30/11						
<b>TRUCK ROUTE MAP</b>													
DRAWN	AMS	CHECKED	KJ/KRC	DATE	May 2007	SCALE	NONE	SHEET	1 OF 1	DWG. NO.	610	CASE.	3101

**APPENDIX B:**

**GENERAL DECISION NUMBER: CA130029  
DATED 08/23/2013**

**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 PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Hours <sup>f</sup>	Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments		Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>					Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Group 1	\$39.02	\$41.02	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.18	\$68.18	\$85.69	\$88.69	\$105.20	\$109.20
Group 2	\$37.49	\$39.49	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.65	\$66.65	\$83.40	\$86.40	\$102.14	\$106.14
Group 3	\$36.01	\$38.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.17	\$65.17	\$81.18	\$84.18	\$99.18	\$103.18
Group 4	\$34.63	\$36.63	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.79	\$63.79	\$79.11	\$82.11	\$96.42	\$100.42
Group 5	\$33.36	\$35.36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.52	\$62.52	\$77.20	\$80.20	\$93.88	\$97.88
Group 6	\$32.04	\$34.04	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.20	\$61.20	\$75.22	\$78.22	\$91.24	\$95.24
Group 7	\$30.90	\$32.90	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.06	\$60.06	\$73.51	\$76.51	\$88.96	\$92.96
Group 8	\$29.76	\$31.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.92	\$58.92	\$71.80	\$74.80	\$86.68	\$90.68
Group 8-A	\$27.55	\$29.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$54.71	\$56.71	\$68.49	\$71.49	\$82.26	\$86.26
Group 1-A	\$39.90	\$41.90	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.06	\$69.06	\$87.01	\$90.01	\$106.96	\$110.96
Truck Crane Assistant to Engineer	\$32.93	\$34.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.09	\$62.09	\$76.56	\$79.56	\$93.02	\$97.02
Assistant to Engineer	\$30.64	\$32.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.80	\$59.80	\$73.12	\$76.12	\$88.44	\$92.44
Group 2-A	\$38.14	\$40.14	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.30	\$67.30	\$84.37	\$87.37	\$103.44	\$107.44
Truck Crane Assistant to Engineer	\$32.67	\$34.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.83	\$61.83	\$76.17	\$79.17	\$92.50	\$96.50
Assistant to Engineer	\$30.43	\$32.43	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.59	\$59.59	\$72.81	\$75.81	\$88.02	\$92.02
Group 3-A	\$36.40	\$38.40	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.56	\$65.56	\$81.76	\$84.76	\$99.96	\$103.96
Truck Crane Assistant to Engineer	\$32.43	\$34.43	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.59	\$61.59	\$75.81	\$78.81	\$92.02	\$96.02
Hydraulic	\$32.04	\$34.04	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.20	\$61.20	\$75.22	\$78.22	\$91.24	\$95.24
Assistant to Engineer	\$30.15	\$32.15	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.31	\$59.31	\$72.39	\$75.39	\$87.46	\$91.46
Group 4-A	\$33.36	\$35.36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.52	\$62.52	\$77.20	\$80.20	\$93.88	\$97.88

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

DETERMINATION: NC-23-63-1-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments							Hours	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments	Total Hourly Rate		Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>b</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$43.35	\$45.35	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.51	\$72.51	\$92.19	\$95.19	\$113.86	\$117.86
Group 2	\$41.62	\$43.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.78	\$70.78	\$89.59	\$92.59	\$110.40	\$114.40
Group 3	\$39.96	\$41.96	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.12	\$69.12	\$87.10	\$90.10	\$107.08	\$111.08
Group 4	\$38.40	\$40.40	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.56	\$67.56	\$84.76	\$87.76	\$103.96	\$107.96
Group 5	\$36.98	\$38.98	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.14	\$66.14	\$82.63	\$85.63	\$101.12	\$105.12
Group 6	\$35.48	\$37.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.64	\$64.64	\$80.38	\$83.38	\$98.12	\$102.12
Group 7	\$34.20	\$36.20	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.36	\$63.36	\$78.46	\$81.46	\$95.56	\$99.56
Group 8	\$32.93	\$34.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.09	\$62.09	\$76.56	\$79.56	\$93.02	\$97.02
Group 8-A	\$30.42	\$32.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.58	\$59.58	\$72.79	\$75.79	\$88.00	\$92.00
Group 1-A	\$44.33	\$46.33	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$71.49	\$73.49	\$93.66	\$96.66	\$115.82	\$119.82
Truck Crane Assistant to Engineer	\$36.50	\$38.50	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.66	\$65.66	\$81.91	\$84.91	\$100.16	\$104.16
Assistant to Engineer	\$33.91	\$35.91	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.07	\$63.07	\$78.03	\$81.03	\$94.98	\$98.98
Group 2-A	\$42.34	\$44.34	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$69.50	\$71.50	\$90.67	\$93.67	\$111.84	\$115.84
Truck Crane Assistant to Engineer	\$36.21	\$38.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.37	\$65.37	\$81.48	\$84.48	\$99.56	\$103.56
Assistant to Engineer	\$33.68	\$35.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.84	\$62.84	\$77.68	\$80.68	\$94.52	\$98.52
Group 3-A	\$40.38	\$42.38	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.54	\$69.54	\$87.73	\$90.73	\$107.92	\$111.92
Truck Crane Assistant to Engineer	\$35.94	\$37.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.10	\$65.10	\$81.07	\$84.07	\$99.04	\$103.04
Hydraulic	\$35.46	\$37.46	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.64	\$64.64	\$80.38	\$83.38	\$98.12	\$102.12
Assistant to Engineer	\$33.37	\$35.37	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.53	\$62.53	\$77.22	\$80.22	\$93.90	\$97.90
Group 4-A	\$36.98	\$38.98	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.14	\$66.14	\$82.63	\$85.63	\$101.12	\$105.12

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**DETERMINATION: NC-23-63-1-2013-2**

**CLASSIFICATIONS**

**GROUP 1**

Drill Equipment, over 200,000 lbs  
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  
Microtunneling Machine  
Power Blade Operator (finish)  
Power Shovels, (over 1 cu yd and 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  
Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply  
Crane Mounted Drill Attachments, Tonnage to apply  
Dozer, Slope Board  
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs  
Gradall  
Hydraulic Excavator up to 3 1/2 cu yds  
Loader 4 cu yds and over  
Long Reach Excavator  
Multiple Engine Scrapers (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/Boxman  
Chicago Boom  
Combination Backhoe and Loader up to and including 3/4 cu yds  
Concrete Batch Plants (wet or dry)  
Dozer and/or Push Cat  
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs  
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 Repairman 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  
Timber Skidder  
Track Loader up to 4 yards  
Tractor Drawn Scraper  
Tractor, Compressor Drill Combination  
Tubex Pile Rig  
Unlicensed Construction Work Boat Operator, On Site  
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 Guns  
Drilling Equipment, Watson 2000, Texoma 700 or similar  
Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)  
Concrete Mixers/all  
Man and/or Material Hoist  
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)  
Mechanical Burn, Curb and/or Curb and Gutter Machine, Concrete or Asphalt  
Mine or Shaft Hoist  
Portable Crushers  
Power Jumbo Operator (setting slip-forms, etc., in tunnels)  
Screedman (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  
Asst. Plant Engineer  
Bridge and/or Gantry Crane  
Chemical Grouting Machine, truck mounted  
Chip Spreading Machine Operator  
Concrete Barrier Moving Machine  
Concrete Saws (self-propelled unit on streets, highways, airports, and canals)  
Deck Engineer  
Drill Doctor  
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs  
Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.  
Helicopter Radioman  
Hydro-Hammer or similar  
Line Master  
Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)  
Locomotive  
Rotating Extendable Forklift, Lull Hi-Lift or similar  
Assistant to Engineer, 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)  
Screedman, (except asphaltic concrete paving)  
Self-Loading Chipper  
Self Propelled Pipeline Wrapping Machine  
Tractor

**GROUP 7**

Ballast Regulator  
Cary Lift or similar  
Combination Slurry Mixer and/or Cleaner  
Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)  
Drilling Equipment, 20 ft and under m.r.c.  
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs  
Fireman Hot Plant

Grouting Machine Operator  
Highline Cableway Signalman  
Stationary Belt Loader (Kolman or similar)  
Lift Slab Machine (Vagborg and similar types)  
Maginnes Internal Full Slab Vibrator  
Material Hoist (1 Drum)  
Mechanical Trench Shield  
Partsmen (heavy duty repair shop parts room)  
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)  
Signalman  
Slip-Form Pumps (lifting device for concrete forms)  
Super Sucker Vacuum Truck  
Tie Spacer  
Trenching Machine (maximum digging capacity up to and including 5 ft depth  
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Mantex or similar  
(Boom Truck) - Under 15 tons  
Truck Type Loader

**GROUP 8**

Bit Sharpener  
Boiler Tender  
Box Operator  
Brakeman  
Combination Mixer and Compressor (shotcrete/gunite)  
Compressor Operator  
Deckhand  
Fireman  
Generators  
Gunite/Shotcrete Equipment Operator  
Heavy Duty Repairman Helper  
Hydraulic Monitor  
Ken Seal Machine (or similar)  
Mast Type Forklift  
Mixemobile  
Assistant to Engineer  
Pump Operator  
Refrigerator 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  
Switchman  
Tar Pot Fireman  
Tugger Hoist, Single Drum  
Vacuum Cooling Plant  
Welding Machine (powered other than by electricity)

**DETERMINATION: NC-23-63-1-2013-2**

**GROUP 8-A**

Articulated Dump Truck Operator  
Elevator Operator  
Mini Excavator under 25 H.P. (Backhoe-Trencher)  
Skidsteer Loader, Bobcat 743 series or  
Smaller and similar (without attachments)

**GROUP 1-A**

Clamshells and Draglines over 7 cu yds  
Cranes 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-A**

Clamshells and Draglines over 1 cu yds up to and  
including 7 cu yds  
Cranes over 45 tons up to and including 100 tons  
Derrick Barge 100 tons and under  
Mobile Self-Erecting Tower Crane (Potain) over 3 stories  
Self Propelled Boom Type Lifting Device over 45 tons  
Tower Cranes

**GROUP 3-A**

Clamshells and Draglines up to and including 1 cu yd  
Cranes 45 tons and under  
Mobile Self-Erecting Tower Crane (Potain), 3 stories  
and under  
Self Propelled Boom Type Lifting Device 45 tons  
and under

**GROUP 4-A**

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)  
Truck-Mounted Rotating Telescopic Boom Type  
Lifting Device, Munitex or Similar (Boom Truck),  
under 15 tons

**DESCRIPTION FOR AREAS 1 AND 2:**

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,  
Thence Southerly to the Southwest corner of Township 20S, Range 6E,  
Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E  
Thence Easterly to the Northwest corner of Township 22S, Range 9E,  
Thence Southerly to the Southwest corner of Township 22S, Range 9E,  
Thence Easterly to the Northwest corner of Township 23S, Range 10E,  
Thence Southerly to the Southwest corner of Township 24S, Range 10E,  
Thence Easterly to the Southwest corner of Township 24S, Range 31E,  
Thence Northerly to the Northeast corner of Township 20S, Range 31E  
Thence Westerly to the Southeast corner of Township 19S, Range 29E,  
Thence Northerly to the Northeast corner of Township 17S, Range 29E,  
Thence Westerly to the Southeast corner of Township 16S, Range 28E,  
Thence Northerly to the Northeast corner of Township 13S, Range 28E,  
Thence Westerly to the Southeast corner of Township 12S, Range 27E,  
Thence Northerly to the Northeast corner of Township 12S, Range 27E,  
Thence Westerly to the Southeast corner of Township 11S, Range 26E,  
Thence Northerly to the Northeast corner of Township 11S, Range 26E,  
Thence Westerly to the Southeast corner of Township 10S, Range 25E,  
Thence Northerly to the Northeast corner of Township 9S, Range 25E,  
Thence Westerly to the Southeast corner of Township 8S, Range 24E,  
Thence Northerly to the Northeast corner of Township 8S, Range 24E,  
Thence Westerly to the Southeast corner of Township 7S, Range 23E,  
Thence Northerly to the Northeast corner of Township 6S, Range 23E,  
Thence Westerly to the Southeast corner of Township 5S, Range 20E,  
Thence Northerly to the Northeast corner of Township 5S, Range 20E,  
Thence Westerly to the Southeast corner of Township 4S, Range 19E,  
Thence Northerly to the Northeast corner of Township 1S, Range 19E,  
Thence Westerly to the Southeast corner of Township 1N, Range 18E,  
Thence Northerly to the Northeast corner of Township 3N, Range 18E,  
Thence Westerly to the Southeast corner of Township 4N, Range 17E,  
Thence Northerly to the Northeast corner of Township 4N, Range 17E,  
Thence Westerly to the Southeast corner of Township 5N, Range 15E,  
Thence Northerly to the Northeast corner of Township 5N, Range 15E,  
Thence Westerly to the Southeast corner of Township 6N, Range 14E,  
Thence Northerly to the Northeast corner of Township 10N, Range 14E,  
Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,  
Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,  
Thence Westerly to the Southeast corner of Township 18N, Range 10E,  
Thence Northerly to the Northeast corner of Township 20N, Range 10E,  
Thence Westerly to the Southeast corner of Township 21N, Range 9E,  
Thence Northerly to the Northeast corner of Township 21N, Range 9E,  
Thence Westerly to the Southeast corner of Township 22N, Range 8E,  
Thence Northerly to the Northeast corner of Township 22N, Range 8E,  
Thence Westerly to the Northwest corner of Township 22N, Range 8E,  
Thence Northerly to the Southwest corner of Township 27N, Range 8E,  
Thence Easterly to the Southeast corner of Township 27N, Range 8E,  
Thence Northerly to the Northeast corner of Township 28N, Range 8E,  
Thence Westerly to the Southeast corner of Township 29N, Range 6E,  
Thence Northerly to the Northeast corner of Township 32N, Range 6E,  
Thence Westerly to the Northwest corner of Township 32 N, Range 6E,  
Thence Northerly to the Northeast corner of Township 35N, Range 5E,  
Thence Westerly to the Southeast corner of Township 36N, Range 3E,  
Thence Northerly to the Northeast corner of township 36N, Range 3E,  
Thence Westerly to the Southeast corner of Township 37N, Range 1W,  
Thence Northerly to the Northeast corner of Township 38N, Range 1W,  
Thence Westerly to the Southeast corner of Township 39N, Range 2W,  
Thence Northerly to the Northeast corner of Township 40N, Range 2W,  
Thence Westerly to the Southeast corner of Township 41N, Range 4W,  
Thence Northerly to the Northeast corner of Township 42N, Range 4W,  
Thence Westerly to the Southeast corner of Township 43N, Range 5W,  
Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,  
Thence Southerly to the Southwest corner of Township 43N, Range 8W,  
Thence Easterly to the Southeast corner of Township 43N, Range 8W,  
Thence Southerly to the Southwest corner of Township 42N, Range 7W,  
Thence Easterly to the Southeast corner of Township 42N, Range 7W,  
Thence Southerly to the Southwest corner of Township 41N, Range 6W,  
Thence Easterly to the Northwest corner of Township 40N, Range 5W,  
Thence Southerly to the Southwest corner of Township 38N, Range 5W,  
Thence Westerly to the Northwest corner of Township 37N, Range 6W,  
Thence Southerly to the Southwest corner of Township 35N, Range 6W,  
Thence Westerly to the Northwest corner of Township 34N, Range 10W,  
Thence Southerly to the Southwest corner of Township 31N, Range 10W,  
Thence Easterly to the Northwest corner of Township 30N, Range 9W,  
Thence Southerly to the Southwest corner of Township 30N, Range 9W,  
Thence Easterly to the Northwest corner of Township 29N, Range 8W,  
Thence Southerly to the Southwest corner of Township 23N, Range 8W,  
Thence Easterly to the Northwest corner of Township 22N, Range 6W,  
Thence Southerly to the Southwest corner of Township 16N, Range 6W,  
Thence Westerly to the Southeast corner of Township 16N, Range 9W,  
Thence Northerly to the Northeast corner of Township 16N, Range 9W,  
Thence Westerly to the Southeast corner of Township 17N, Range 12W,  
Thence Northerly to the Northeast corner of Township 18N, Range 12W,  
Thence Westerly to the Northwest corner of Township 18N, Range 15W,  
Thence Southerly to the Southwest corner of Township 14N, Range 15W,  
Thence Easterly to the Northwest corner of Township 13N, Range 14W,  
Thence Southerly to the Southwest corner of Township 13N, Range 14W,  
Thence Easterly to the Northwest corner of Township 12N, Range 13W,  
Thence Southerly to the Southwest corner of Township 12N, Range 13W,  
Thence Easterly to the Northwest corner of Township 11N, Range 12W,  
Thence Southerly into the Pacific Ocean  
and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,  
Thence Easterly to the Northwest corner of Township 1S, Range 2E,  
Thence Southerly to the Southwest corner of Township 2S, Range 2E,  
Thence Easterly to the Northwest corner of Township 3S, Range 3E,  
Thence Southerly to the Southwest corner of Township 5S, Range 3E,  
Thence Easterly to the Southeast corner of Township 5S, Range 4E,  
Thence Northerly to the Northeast corner of Township 3S, Range 4E,  
Thence Westerly to the Southeast corner of Township 3S, Range 3E,  
Thence Northerly to the Northeast corner of Township 5N, Range 3E,  
Thence Easterly to the Southeast corner of Township 6N, Range 5E,  
Thence Northerly to the Northeast corner of Township 7N, Range 5E,  
Thence Westerly to the Southeast corner of Township 8N, Range 3E,  
Thence Northerly to the Northeast corner of Township 9N, Range 3E,  
Thence Westerly to the Southeast corner of Township 10N, Range 1E,  
Thence Northerly to the Northeast corner of Township 13N, Range 1E,  
Thence Westerly into the Pacific Ocean,  
excluding that portion of Northern California contained within the following lines:  
Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,  
Thence Easterly to the Southeast corner of Township 12N, Range 16E,  
Thence Northerly to the Northeast corner of Township 12N, Range 16E,  
Thence Westerly to the Southeast corner of Township 13N, Range 15E,  
Thence Northerly to the Northeast corner of Township 13N, Range 15E,  
Thence Westerly to the Southeast corner of Township 14N, Range 14E,  
Thence Northerly to the Northeast corner of Township 16N, Range 14E,  
Thence Westerly to the Northwest corner of Township 16N, Range 12E,  
Thence Southerly to the Southwest corner of Township 16N, Range 12E,  
Thence Westerly to the Northwest corner of Township 15N, Range 11E,  
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER

DETERMINATION: NC-63-3-75-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate						
		Health and Welfare	Pension and Holiday <sup>f</sup>	Vacation	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday and Holiday 2X					
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group I	\$29.64	31.64	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	56.34	58.34	71.16	74.16	71.16	74.16	85.98	89.98
Group II	26.04	28.04	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	52.74	54.74	65.76	68.76	65.76	68.76	78.78	82.78
Group III	21.43	23.43	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	48.13	50.13	58.845	61.845	58.845	61.845	69.56	73.56
Group IV	18.72	20.72	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	45.42	47.42	54.78	57.78	54.78	57.78	64.14	68.14

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for Annuity Fund \$0.40, Contract Administration Fund \$0.20, Industry Stabilization Fund \$0.06, Preservation Fund \$0.10, and Construction Industry Force Account Committee \$0.02.

<sup>e</sup> Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

<sup>f</sup> Includes an amount for Supplemental Dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS**

**Group I**

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

**Group II**

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck  
Backhoe  
Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment  
Hydro Seeder Machine  
Roller  
Rubber-Tired and Track Earthmoving Equipment  
Skiploader  
Straw Blowers  
Trencher - 35 Horsepower up to 65 Horsepower

**Group III**

Landscape Utility Operator  
Small Rubber-Tired Tractor  
Trencher - Under 35 Horsepower

**Group IV**

Assistant Landscape Utility Operator

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-63-3-75-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate						
		Health and Welfare	Pension and Holiday <sup>f</sup>	Vacation	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday & Holiday 2X					
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>					Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>		
Group I	\$33.05	35.05	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	59.75	61.75	76.275	79.275	76.275	79.275	92.80	96.80
Group II	29.00	31.00	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	55.70	57.70	70.20	73.20	70.20	73.20	84.70	88.70
Group III	23.81	25.81	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	50.51	52.51	62.415	65.415	62.415	65.415	74.32	78.32
Group IV	20.91	22.91	12.63	9.15	3.53	0.61	<sup>d</sup> 0.78	8	47.61	49.61	58.065	61.065	58.065	61.065	68.52	72.52

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for Annuity Fund \$0.40, Contract Administration Fund \$0.20, Industry Stabilization Fund \$0.06, Preservation Fund \$0.10, and Construction Industry Force Account Committee \$0.02.

<sup>e</sup> Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

<sup>f</sup> Includes an amount for Supplemental Dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS**

**Group I**

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

**Group II**

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

- A-Frame and Winch Truck
- Backhoe
- Forklift (Jobsite)

- HDR Welder - Landscape - Operating Engineer's Equipment
- Hydro Seeder Machine
- Roller
- Rubber-Tired and Track Earthmoving Equipment
- Skiploader
- Straw Blowers
- Trencher - 35 Horsepower up to 65 Horsepower

**Group III**

- Landscape Utility Operator
- Small Rubber-Tired Tractor
- Trencher - Under 35 Horsepower

**Group IV**

- Assistant Landscape Utility Operator

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) <sup>g</sup>**  
**AND**  
**# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

**DETERMINATION:** NC-23-102-13-2013-3

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare <sup>f</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday And Holiday

**TRAFFIC CONTROL AND RELATED CLASSIFICATIONS**

**AREA 1 <sup>d</sup>**

Traffic Control Person I	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Traffic Control Person II	25.44	6.64	9.47	2.63	0.39	0.15	8	44.72	57.44	57.44	70.16
Flag Person	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56

**AREA 2 <sup>d</sup>**

Traffic Control Person I	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Traffic Control Person II	24.44	6.64	9.47	2.63	0.39	0.15	8	43.72	55.94	55.94	68.16
Flag Person	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56

**DETERMINATION:** NC- 23-102-13-2013-3A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Traffic Control Trainee <sup>e</sup> Stage 1 (2000 hours only)	17.32	6.64	9.47	2.63	0.39	0.15	8	36.60	45.26	45.26	53.92
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Footnotes listed on page 44A.

**DETERMINATION:** NC-23-102-13-2013-3B

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** September 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health <sup>f</sup> and Welfare	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday And Holiday
<b>STRIPER AND RELATED CLASSIFICATIONS</b>											
Striper	29.44	6.54	7.55	2.48	0.34	0.13	8	46.48	61.20	61.20	75.92
Traffic Delineating Device Application (Traffic Delineating Device Applicator, Pavement Markings Applicator, Traffic Protective System Installer, Traffic Surface Abrasive Blaster)	28.00	6.54	7.55	2.48	0.34	0.13	8	45.04	59.04	59.04	73.04
Parking Lots, Game Courts, & Playgrounds Striper	24.23	6.54	7.55	2.48	0.34	0.13	8	41.27	53.385	53.385	65.50
Striper Trainee											
Stage 1 (1 <sup>st</sup> 2,000 hrs)	16.57	6.54	7.55	2.48	0.34	0.13	8	33.61	41.895	41.895	50.18
Stage 2 (2 <sup>nd</sup> 2,000 hrs)	17.57	6.54	7.55	2.48	0.34	0.13	8	34.61	43.395	43.395	52.18
Stage 3 (3 <sup>rd</sup> 2,000 hrs)	18.57	6.54	7.55	2.48	0.34	0.13	8	35.61	44.895	44.895	54.18

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

a Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues

c Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d **AREA 1** - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.

**AREA 2** - 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.

e An individual employer may employ one (1) Traffic Control Trainee for every one (1) journeyman Traffic Control Person I.

f Includes an amount for Retiree Health & Welfare

g The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2013-2

ISSUE DATE: AUGUST 22, 2013

EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>e</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily Rate 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	28.59	6.64	9.47	2.63	0.39	0.15	8	47.87	62.165	62.165	76.46
Group 1; Group 1(B) <sup>e</sup>	27.89	6.64	9.47	2.63	0.39	0.15	8	47.17	61.115	61.115	75.06
Group 1 (A)	28.11	6.64	9.47	2.63	0.39	0.15	8	47.39	61.445	61.445	75.50
Group 1 (C)	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Group 1 (E)	28.44	6.64	9.47	2.63	0.39	0.15	8	47.72	61.94	61.94	76.16
Group 1 (F-1)	28.47	6.64	9.47	2.63	0.39	0.15	8	47.75	61.985	61.985	76.22
Group 1 (F-2)	27.49	6.64	9.47	2.63	0.39	0.15	8	46.77	60.515	60.515	74.26
Group 1 (G)	28.09	6.64	9.47	2.63	0.39	0.15	8	47.37	61.415	61.415	75.46
Group 2	27.74	6.64	9.47	2.63	0.39	0.15	8	47.02	60.89	60.89	74.76
Group 3; Group 3(A)	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56
Group 4; Group 6(B)	21.33	6.64	9.47	2.63	0.39	0.15	8	40.61	51.275 <sup>d</sup>	51.275 <sup>d</sup>	61.94 <sup>d</sup>
Group 6	28.85	6.64	9.47	2.63	0.39	0.15	8	48.13	62.555	62.555	76.98
Group 6 (A)	28.35	6.64	9.47	2.63	0.39	0.15	8	47.63	61.805	61.805	75.98
Group 6 (C)	27.76	6.64	9.47	2.63	0.39	0.15	8	47.04	60.92	60.92	74.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	19.35	6.64	9.47	2.63	0.39	0.15	8	38.63	48.305	48.305	57.98
Stage 2 (2 <sup>nd</sup> 6 months)	22.11	6.64	9.47	2.63	0.39	0.15	8	41.39	52.445	52.445	63.50
Stage 3 (3 <sup>rd</sup> 6 months)	24.88	6.64	9.47	2.63	0.39	0.15	8	44.16	56.60	56.60	69.04
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	27.59	6.64	9.47	2.63	0.39	0.15	8	46.87	60.665	60.665	74.46
Group 1; Group 1(B) <sup>e</sup>	26.89	6.64	9.47	2.63	0.39	0.15	8	46.17	59.615	59.615	73.06
Group 1 (A)	27.11	6.64	9.47	2.63	0.39	0.15	8	46.39	59.945	59.945	73.50
Group 1 (C)	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Group 1 (E)	27.44	6.64	9.47	2.63	0.39	0.15	8	46.72	60.44	60.44	74.16
Group 1 (F-1)	27.47	6.64	9.47	2.63	0.39	0.15	8	46.75	60.485	60.485	74.22
Group 1 (F-2)	26.49	6.64	9.47	2.63	0.39	0.15	8	45.77	59.015	59.015	72.26
Group 2	26.74	6.64	9.47	2.63	0.39	0.15	8	46.02	59.39	59.39	72.76
Group 3; Group 3(A)	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56
Group 4; Group 6(B)	20.33	6.64	9.47	2.63	0.39	0.15	8	39.61	49.775 <sup>d</sup>	49.775 <sup>d</sup>	59.94 <sup>d</sup>
Group 6	27.85	6.64	9.47	2.63	0.39	0.15	8	47.13	61.055	61.055	74.98
Group 6 (A)	27.35	6.64	9.47	2.63	0.39	0.15	8	46.63	60.305	60.305	73.98
Group 6 (C)	26.76	6.64	9.47	2.63	0.39	0.15	8	46.04	59.42	59.42	72.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	18.77	6.64	9.47	2.63	0.39	0.15	8	38.05	47.435	47.435	56.82
Stage 2 (2 <sup>nd</sup> 6 months)	21.39	6.64	9.47	2.63	0.39	0.15	8	40.67	51.365	51.365	62.06
Stage 3 (3 <sup>rd</sup> 6 months)	24.07	6.64	9.47	2.63	0.39	0.15	8	43.35	55.385	55.385	67.42

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - 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.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINS  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HYDRAULIC DRILLS  
CERTIFIED WELDER

**GROUP 1** (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND 1/2 YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
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  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDNER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B)** - SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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 LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)  
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

**GROUP 1 (F-1)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (F-2)**

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (G)** APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, 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 IN CONTRA COSTA COUNTY ONLY

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, 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 LABORERS, GENERAL LABORERS AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)

**GROUP 3 (A)** - SEE GROUP 3 RATES

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE:** AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B)** - SEE GROUP 4 RATES

GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE).  
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 7**

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).  
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-1-2013-2A

**ISSUE DATE:** AUGUST 22, 2013

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>e</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	31.59	6.64	9.47	2.63	0.39	0.15	8	50.87	66.665	66.665	82.46
Group 1; Group 1(B) <sup>e</sup>	30.89	6.64	9.47	2.63	0.39	0.15	8	50.17	65.615	65.615	81.06
Group 1 (A)	31.11	6.64	9.47	2.63	0.39	0.15	8	50.39	65.945	65.945	81.50
Group 1 (C)	30.94	6.64	9.47	2.63	0.39	0.15	8	50.22	65.69	65.69	81.16
Group 1 (E)	31.44	6.64	9.47	2.63	0.39	0.15	8	50.72	66.44	66.44	82.16
Group 1 (F-1)	31.47	6.64	9.47	2.63	0.39	0.15	8	50.75	66.485	66.485	82.22
Group 1 (F-2)	30.49	6.64	9.47	2.63	0.39	0.15	8	49.77	65.015	65.015	80.26
Group 1 (G)	31.09	6.64	9.47	2.63	0.39	0.15	8	50.37	65.915	65.915	81.46
Group 2	30.74	6.64	9.47	2.63	0.39	0.15	8	50.02	65.39	65.39	80.76
Group 3; Group 3(A)	30.64	6.64	9.47	2.63	0.39	0.15	8	49.92	65.24	65.24	80.56
Group 4; Group 6(B)	24.33	6.64	9.47	2.63	0.39	0.15	8	43.61	55.775 <sup>d</sup>	55.775 <sup>d</sup>	67.94 <sup>d</sup>
Group 6	31.85	6.64	9.47	2.63	0.39	0.15	8	51.13	67.055	67.055	82.98
Group 6 (A)	31.35	6.64	9.47	2.63	0.39	0.15	8	50.63	66.305	66.305	81.98
Group 6 (C)	30.76	6.64	9.47	2.63	0.39	0.15	8	50.04	65.42	65.42	80.80
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	22.35	6.64	9.47	2.63	0.39	0.15	8	41.63	52.805	52.805	63.98
Stage 2 (2 <sup>nd</sup> 6 months)	25.11	6.64	9.47	2.63	0.39	0.15	8	44.39	56.945	56.945	69.50
Stage 3 (3 <sup>rd</sup> 6 months)	27.88	6.64	9.47	2.63	0.39	0.15	8	47.16	61.10	61.10	75.04
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	30.44	6.64	9.47	2.63	0.39	0.15	8	49.72	64.94	64.94	80.16
Group 1; Group 1(B) <sup>e</sup>	29.74	6.64	9.47	2.63	0.39	0.15	8	49.02	63.89	63.89	78.76
Group 1 (A)	29.96	6.64	9.47	2.63	0.39	0.15	8	49.24	64.22	64.22	79.20
Group 1 (C)	29.79	6.64	9.47	2.63	0.39	0.15	8	49.07	63.965	63.965	78.86
Group 1 (E)	30.29	6.64	9.47	2.63	0.39	0.15	8	49.57	64.715	64.715	79.86
Group 1 (F-1)	30.32	6.64	9.47	2.63	0.39	0.15	8	49.60	64.76	64.76	79.92
Group 1 (F-2)	29.34	6.64	9.47	2.63	0.39	0.15	8	48.62	63.29	63.29	77.96
Group 2	29.59	6.64	9.47	2.63	0.39	0.15	8	48.87	63.665	63.665	78.46
Group 3; Group 3(A)	29.49	6.64	9.47	2.63	0.39	0.15	8	48.77	63.515	63.515	78.26
Group 4; Group 6(B)	23.18	6.64	9.47	2.63	0.39	0.15	8	42.46	54.05 <sup>d</sup>	54.05 <sup>d</sup>	65.64 <sup>d</sup>
Group 6	30.70	6.64	9.47	2.63	0.39	0.15	8	49.98	65.33	65.33	80.68
Group 6 (A)	30.20	6.64	9.47	2.63	0.39	0.15	8	49.48	64.58	64.58	79.68
Group 6 (C)	29.61	6.64	9.47	2.63	0.39	0.15	8	48.89	63.695	63.695	78.50
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	21.62	6.64	9.47	2.63	0.39	0.15	8	40.90	51.71	51.71	62.52
Stage 2 (2 <sup>nd</sup> 6 months)	24.24	6.64	9.47	2.63	0.39	0.15	8	43.52	55.64	55.64	67.76
Stage 3 (3 <sup>rd</sup> 6 months)	26.92	6.64	9.47	2.63	0.39	0.15	8	46.20	59.66	59.66	73.12

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

- a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
- GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.  
**AREA 2** - 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.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
- f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # CEMENT MASON**

**DETERMINATION:** NC-23-203-1-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$29.07	8.05	9.30	5.22 <sup>b</sup>	0.47	8	52.11	66.645	66.645 <sup>c</sup>	81.18
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$29.82	8.05	9.30	5.22 <sup>b</sup>	0.47	8	52.86	67.77	67.77 <sup>c</sup>	82.68

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification <sup>b</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$27.44	\$14.74	\$5.50	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$51.21	\$64.93	\$64.93	\$78.65
Group 2	27.74	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	51.51	65.38	65.38	79.25
Group 3	28.04	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	51.81	65.83	65.83	79.85
Group 4	28.39	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	52.16	66.355	66.355	80.55
Group 5	28.74	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	52.51	66.88	66.88	81.25
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
	<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours										
	<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours										
	<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours										

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**DETERMINATION: NC-23-261-1-2013-1 and NC-23-261-1-2013-1A**

**CLASSIFICATIONS:**

**GROUP 1**

Dump Trucks under 6 yards  
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  
Snow Buggy  
Steam Cleaning  
Bus or Manhaul Driver  
Escort or Pilot Car Driver  
Pickup Truck  
Teamster Oiler/Greaser/and or Serviceman  
Hook Tenders  
Team Drivers  
Warehouseman  
Tool Room Attendant (Refineries)  
Fork Lift and Lift Jitneys  
Warehouse Clerk/Parts Man  
Fuel and/or Grease Truck Driver or Fuelman  
Truck Repair Helper  
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

**GROUP 2**

Dump Trucks 6 yards Under 8 yards  
Transit Mixers through 10 yards  
Water Trucks Under 7000 gals.  
Jetting Trucks Under 7000 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 Bootman  
Buggymobile  
Ross, Hyster and similar Straddle Carrier  
Small Rubber Tired Tractor  
Truck Dispatcher

**GROUP 3**

Dump Trucks 8 yards and including 24 yards  
Transit Mixers Over 10 yards  
Water Trucks 7000 gals and over  
Jetting Trucks 7000 gals and over  
Vacuum Trucks under 7500 gals  
Trucks Towing Tilt Bed or Flat Bed Pull Trailers  
Heavy Duty Transport Tiller Man  
Tire Repairman

**GROUP 3 (continued)**

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit  
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane  
P.B. or Similar Type Self Loading Truck  
Combination Bootman and Road Oiler  
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)  
Ammonia Nitrate Distributor, Driver and Mixer  
Snow Go and/or Plow

**GROUP 4**

Dump Trucks over 25 yards and under 65 yards  
Vacuum Trucks over 7500 gals  
Truck Repairman  
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers  
Helicopter Pilots  
Lowbed Heavy Duty Transport (up to and including 7 axles)  
DW 10s, 20s, 21s 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

**GROUP 5**

Dump Truck 65 yards and over  
Holland Hauler  
Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6** (Use dump truck yardage rate)

Articulated Dump Truck  
Bulk Cement Spreader (w/ or w/o Auger)  
Dumpcrete Truck  
Skid Truck (Debris Box)  
Dry Pre-Batch Concrete Mix Trucks  
Dumpster or Similar Type  
Slurry Truck

**GROUP 7** (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer  
Asphalt Burner  
Scarifier Burner  
Fire Guard  
Industrial Lift Truck (mechanical tailgate)  
Utility and Clean-up Truck  
Composite Crewman

**GROUP 8**

Trainee

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2013-1A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$29.44	\$14.74	\$5.50	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$53.21	\$67.93	\$67.93	\$82.65
Group 2	29.74	14.74	5.50	2.15	0.85	0.53	8	53.51	68.38	68.38	83.25
Group 3	30.04	14.74	5.50	2.15	0.85	0.53	8	53.81	68.83	68.83	83.85
Group 4	30.39	14.74	5.50	2.15	0.85	0.53	8	54.16	69.355	69.355	84.55
Group 5	30.74	14.74	5.50	2.15	0.85	0.53	8	54.51	69.88	69.88	85.25
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours											
<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours											
<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours											

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**APPENDIX C:**

**GENERAL FEDERAL/STATE CONDITIONS**

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 D:**

**HUD FORM WH-347 PAYROLL REPORT**





**APPENDIX E:**

**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 there to by the Secretary of Housing and Urban Development act 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 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 December 11, 2012)**

FAMILY SIZE	1	2	3	4	5	6	7	8
<b>MAXIMUM LOW-INCOME LIMIT*</b>	\$45,100	\$51,550	\$58,000	\$64,400	\$69,600	\$74,750	\$79,900	\$85,050

\* 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 \_\_\_\_\_

**CERTIFICATION FOR BUSINESS CONCERNS  
SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

**Type of Business:**

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

**For business entity as applicable:**

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholders and % ownership of each
- Partnership Agreement
- Organization chart with names and titles and brief function statement
- Latest Board minutes appointing officers
- Certificate of Good Standing
- Corporation Annual Report
- Additional documentation

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

- List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past 2 years

\_\_\_\_\_  
Authorizing Name and Signature

(Corporate Seal)

Attested by: \_\_\_\_\_