

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

## CONTRACT BOOK

Proposal  
Notice to Bidders  
Agreement  
Special Provisions

FOR  
**MONARCH BAY DRIVE BRIDGE REPAIR**

FOR USE WITH:

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

**PROJECT NO. 12-150-38-324**  
**FEDERAL AID PROJECT: BPMP 5041(039)**  
**BID NO. 12-13.013**

Engineering and Transportation Department  
835 East 14th Street  
San Leandro, CA 94577  
Telephone: (510) 577-3428  
Fax: (510) 577-3294

PROJECT ENGINEER: **Nick Thom, P.E.**

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



**BID OPENING:**  
**3:00 PM, Wednesday, December 11, 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 FORMS

# PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

FOR

## MONARCH BAY DRIVE BRIDGE REPAIR PROJECT NO. 12-150-38-324

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

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

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

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

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

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

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

The project plans for the work to be done are entitled “ MONARCH BAY DRIVE BRIDGE REPAIR,” consisting of three (3) sheets. Plans were approved by the **City Council on June 3, 2013**.

The work to be done consists of installing rip rap, repairing and sealing concrete, 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.

The price for bid item 10 is set and has already been entered into the bid form. Contractor may not adjust the price for this item.

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

The successful bidder must submit a signed agreement, all required bonds, and proof of insurance within 10 days, not including Saturdays, Sundays, and legal holidays after the bidder has received the contract for execution. If the successful bidder fails to do so, the City may, at its option, determine that the bidder has abandoned the contract, and the bidder's bid security will be forfeit. The City may then award the contract to the next qualified bidder. The executed contract documents shall be delivered to the City of San Leandro, 835 East 14<sup>th</sup> Street, San Leandro, CA 94577.

The undersigned, as bidder, declares as follows:

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

## CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization per section 9-3.4	1	LS	_____		
2.	Seal Deck per section 303-1.12	7200	SF	_____		
3.	Install Storm Drain per detail 2 sheet 2	2	EA	_____		
4.	Clear and Grub per section 300-1	1	LS	_____		
5.	Unclassified Excavation per section 300-2 and Unclassified Fill per section 300-4	1	LS	_____		
6.	Grout at abutment per section 303-8	5	CY	_____		
7.	Supply and Install Geotextile fabric per section 300-9	1	LS	_____		
8.	Supply and Install Rip Rap per section 300-11	400	TON	_____		
9.	Repair Concrete per section 303-1.13	100	SF	_____		
10.	Submittals per section 2-5.3	1	LS	Four Thousand Dollars	\$4,000.00	\$4,000.00

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

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

**UNITS OF MEASURE:**

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

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

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

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

<b>Firm Name/ Address/ City, State, ZIP</b>	<b>Phone/ Fax</b>	<b>Annual Gross Receipts</b>	<b>Description of Portion of Work to be Performed</b>	<b>Local Agency Use Only (Certified DBE?)</b>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input checked="" type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

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

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

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

<b>Firm Name/ Address/ City, State, ZIP</b>	<b>Phone/ Fax</b>	<b>Annual Gross Receipts</b>	<b>Description of Portion of Work to be Performed</b>	<b>Local Agency Use Only (Certified DBE?)</b>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

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

**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:

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**NATIONAL LABOR RELATIONS BOARD STATEMENT**

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

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has\_\_\_\_, has not\_\_\_\_been convicted within the preceding years of any offenses referred to in that section. These offenses include any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

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

YES\_\_\_

NO\_\_\_

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

---

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**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

**NON-COLLUSION AFFIDAVIT**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
**(TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE**  
**SECTION 7106)**

To the City of San Leandro

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## 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.

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

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

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

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

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities", in accordance with its instructions.

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

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

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b></p> <p style="text-align: right;">year _____ quarter _____</p> <p style="text-align: right;">date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known</p> <p style="padding-left: 40px;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="padding-left: 40px;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="padding-left: 40px;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)</p>	
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> <p style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL</p>
<p><b>Federal Use Only:</b></p>		

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if 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: (        ) \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

## CITY OF SAN LEANDRO BUSINESS LICENSE

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

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

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

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

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

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

**Or**

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

### **Subcontractor Business License**

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



# CITY OF SAN LEANDRO

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

## Business License Fee

See Fee Schedule

### BUSINESS LICENSE APPLICATION

For Businesses Located Outside of San Leandro

PLEASE TYPE OR PRINT WITH PEN	OFFICIAL USE ONLY
Business Name _____	Business License No. _____
Corporate Name <small>(if applicable)</small> _____	APN# _____
Business Location <small>(Cannot be P.O. Box per State of California Business &amp; Professions Code-Section 17538.5)</small> _____	Bus. Start Date _____
	<input type="checkbox"/> New Application <input type="checkbox"/> Change
	State Sales Tax No. _____
Mailing Address _____	Federal ID No. _____
	State ID No. _____
	State Contractor Lic. No. _____
Phone No. _____ Alt. No. _____	Expire Date _____
Description of Business _____	
Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Corp-Ltd Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust	
<b>Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)</b>	
1st Owner Name _____ Title _____	Soc. Sec. No. _____
Home Address <small>(Cannot be P.O. Box)</small> _____	Home Phone No. _____
	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 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>Base Fee <small>(required for each license)</small>    \$ _____</p> <p>Unit # _____ X \$ _____    \$ _____</p> <p><b>TOTAL AMOUNT DUE</b> <small>(Base Fee plus Unit Fee)</small>    \$ _____</p> <p>*** 1/2 Year fee for Businesses commencing after June 30th.</p> <p><b>TOTAL AMOUNT PAID</b>    \$ _____</p>
<p><b>SIGN HERE</b></p> <p>➔ _____ Signature of Owner or Representative</p> <p>Title _____ Date _____</p>	<p align="center"><b>RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF SAN LEANDRO.</b></p> <p align="center"><i>Thank you for doing business in the City of San Leandro.</i></p>

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**BID BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the  
accompanying Proposal dated \_\_\_\_\_, for Monarch Bay Drive Bridge Repair, Project No. 12-  
150-38-324

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

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

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

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

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

Address \_\_\_\_\_

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

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

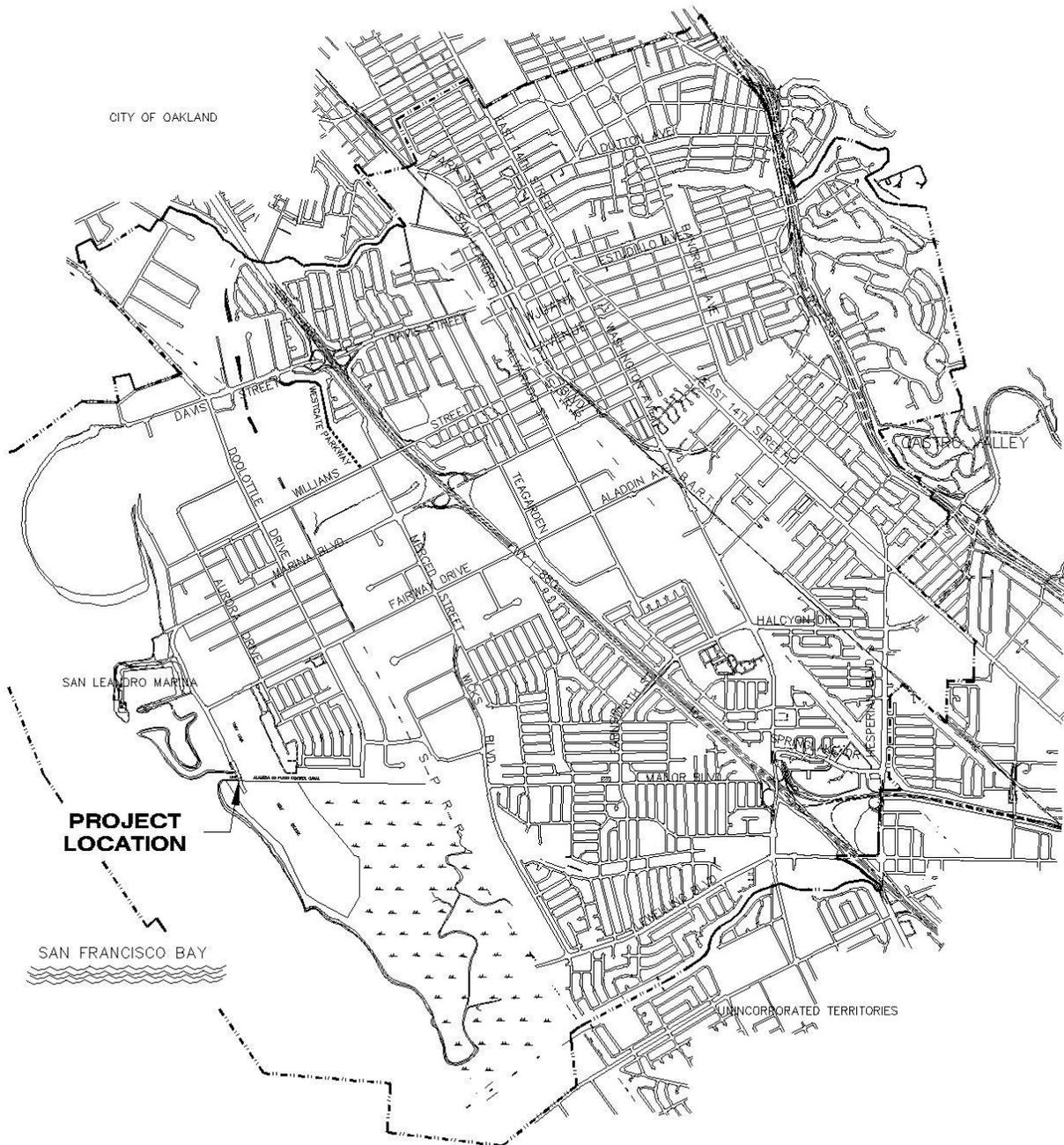
**END OF BID BOND**

PROPOSAL FORMS

**END OF**

**PROPOSAL TO THE CITY OF SAN LEANDRO**

# PROJECT LOCATION MAP



CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

**NOTICE TO BIDDERS**

FOR

**MONARCH BAY DRIVE BRIDGE REPAIR  
PROJECT NO. 12-144-38-324**

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 Monarch Bay Drive Bridge Repair, Project No. 12-150-38-324 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, December 11, 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 installing rip rap, repairing and sealing concrete, and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in Paragraph 1 above, and on file in the office of the **Engineer**. Reference to said plans and specifications is hereby made for further particulars.
4. This project has a goal of two percent disadvantaged business enterprise (DBE) participation. Information to be submitted no later than five (5) days from bid opening.
5. The City of San Leandro hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
6. This project is subject to the “Buy America” provisions of the surface transportation assistance act of 1982 as amended by the intermodal surface transportation efficiency act of 1991.
7. **CONTRACTOR’S LICENSE:** A Class A, General Engineering, Contractor’s License is required for this work. No bid will be awarded to a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.

8. **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.
9. **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.
10. **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.
11. **FEDERAL MINIMUM WAGE RATES.** Attention is directed to the Federal Minimum Wages included in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.
12. **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.
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 **\$30.00 (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 **9am, Thursday, November 21, 2013 at the site, south end of Marina Park, Monarch Bay Drive, San Leandro, CA** A bidder who fails to attend a pre-bid conference will be held responsible for any information that could have been reasonably deduced from said attendance. Attendance is strongly encouraged.

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

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. **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.
25. **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.
26. **BID RIGGING:** 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.

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, 835 East 14<sup>th</sup> Street, San Leandro, 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: June 3, 2013

Marian Handa  
**City Clerk**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**AGREEMENT**

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

Recitals

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

1. **WORK TO BE DONE:** The work to be done consists of installing rip rap, repairing and sealing concrete, and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled “**Monarch Bay Drive Bridge Repair. Project No. 12-150-38-324.**” 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) 150-35-324 and 144-38-324

**ACKNOWLEDGMENT**

State of California  
County of Alameda)

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

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

WITNESS my hand and official seal.

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

## CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization per section 9-3.4	1	LS	_____		
2.	Seal Deck per section 303-1.12	7200	SF	_____		
3.	Install Storm Drain per detail 2 sheet 2	2	EA	_____		
4.	Clear and Grub per section 300-1	1	LS	_____		
5.	Unclassified Excavation per section 300-2 and Unclassified Fill per section 300-4	1	LS	_____		
6.	Grout at abutment per section 303-8	5	CY	_____		
7.	Supply and Install Geotextile fabric per section 300-9	1	LS	_____		
8.	Supply and Install Rip Rap per section 300-11	400	TON	_____		
9.	Repair Concrete per section 303-1.13	100	SF	_____		
10.	Submittals per section 2-5.3	1	LS	_____		

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

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

**UNITS OF MEASURE:**

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

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

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

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

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

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

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

Business Phone: (    ) \_\_\_\_\_

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

**ALL BIDDERS:**

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must 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.



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

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The City of San Leandro established a Disadvantaged Business Enterprise (DBE) goal of 2% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

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

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

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for , **Monarch Bay Drive Bridge Repair, Project No. 12-150-38-324.**; 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 , **Monarch Bay Drive Bridge Repair, Project No. 12-150-38-324.**; 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)

Approved as to form:

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

\_\_\_\_\_  
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 **Monarch Bay Drive Bridge Repair, Project No. 12-150-38-324;** and

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

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

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

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

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

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

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

Address \_\_\_\_\_

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

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

(Seal)

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

Approved as to form:

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

**END OF MAINTENANCE BOND**

# SPECIAL PROVISIONS

## PART 1 - GENERAL PROVISIONS

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

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

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

- 1-2 Definitions
- 1-3 Abbreviations

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

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

### **2.0 GENERAL**

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

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

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

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

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

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

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

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

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

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

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

The Contractor, sub-recipient or subcontractor shall not discriminate 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 there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a form that meets the definition of DBE.

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

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

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

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer".

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

### **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 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> 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 4<sup>th</sup> business day after bid opening.

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

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

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

### **Good Faith Efforts Submittal**

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to the solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

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

#### **2-0.4 SUBMISSION OF DBE INFORMATION**

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

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

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

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

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

### **2-0.5 BUY AMERICA REQUIREMENTS:**

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

**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:

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

The following sections are added to the Standard Specifications:

**2-3.4 SUBCONTRACTOR AND DBE 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.

Contractor shall

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

Contractor shall maintain records including:

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

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

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

See forms at the end of section 2-3.

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

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

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

**2-3.6 PERFORMANCE OF SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

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

### **2-3.8 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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

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

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

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
 (DBE), FIRST-TIER SUBCONTRACTORS**

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT	
				NON-DBE	DBE	DATE WORK COMPLETE		
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
ORIGINAL COMMITMENT								
\$			TOTAL	\$	\$			

DBE

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

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

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

**Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Form CP-CEM 2403(F) (New 10/99)

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT**

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION  
**MONTHLY DBE TRUCKING VERIFICATION**  
 CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.			MONTH				YEAR
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (√ if applicable)
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
TOTAL AMOUNT PAID					\$		
PRIME CONTRACTOR			BUSINESS ADDRESS				BUSINESS PHONE NO.
* Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.							
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE				DATE

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

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

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

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

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

Payment information is derived using the following:

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

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

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

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

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

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

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

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

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

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

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

The plans for this project shall be as follows:

<u>Title</u>	<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Case No.</u>
Title Sheet	1	3743	202
Site Plan	2	3744	202
Plan	3	3745	202

The following documents are on file in the office of the Engineer and may be reviewed by the Contractor during normal business hours:

Original design drawings of bridge, undated

As-built plans of bridge dated 1/13/1978

Record drawings of modification to northern abutment dated 9/28/2005

**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. Five copies of each submittal shall be transmitted to the Engineer. Three copies will be returned to the Contractor.

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

Contractor's attention is directed to section 303-1.13.

**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:

Supporting Information shall also consist of:

- Construction Schedule per section 6-1
- Sample flyers and/or door hangers per Section 7-10.1.2
- Traffic Control Plans for each of the various stages and activities of construction, per Section 7-10.3
- Traffic Control Flagger Certifications, if flaggers are shown on the Traffic Control Plans (California Code of Regulations (CCR) Title 8, Section 1599)
- The name, daytime phone number, and 24-hour emergency phone number of the Contractor's representatives(s) per Section 7-6.
- Copies of Business Licenses for Contractor and all listed Subcontractors
- Copies of applicable licenses, permits, certifications, documents, etc. per Section 7-5
- Record Drawings per section 7-15

**2-5.3.5 PAYMENT** The following section is added the Standard Specifications:

Bid Item 10 shall include full compensation for all work required by section 2-5.3.

**2-5.4 REFERENCE DOCUMENTS** The following section is added to the Standard Specifications.

The following documents related to the work or the work area are available in the Engineering and Transportation office of the City of San Leandro. Contractor shall review these documents and base his bid upon the information within.

1. Neptune Drive Bridge Construction Documents: Drawings 672, 672A, 673, 674, 675, Case 202
2. Site Improvements at each end of bridge: Drawings 1021, 1022, 1023, 1024, Case 202
3. Bridge Protection plans: Drawings 3030.01, 3031.01, 3032.01, 3033.01, 3034.01, 3035.01, Case 202
4. Caltrans bridge inspection report dated 10/26/2010.

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

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

## **2-9 SURVEYING**

**2-9.2 SURVEY SERVICE** This section is replaced with the following text:

The contractor is responsible for constructing the work at the locations and to the grades shown. Any surveying required to construct this work is the contractor's responsibility.

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

Full compensation for any Construction Surveying required shall be included in the price bid for the item of work requiring such services and no additional compensation will be allowed.

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

The Contractor shall grant permission to any member of a permitting agency to conduct a site visit at the subject property during construction. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

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

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

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

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

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

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

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

5. For obvious non-compliance and/or for deviating from plans and specifications without the required approval of the Engineer.
6. Any unauthorized work.
7. Work not subject to initial inspection.
8. Continuous failure of material testing.

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

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

## SECTION 3 - CHANGES IN WORK

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

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

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

Bid Item No.	Description
8	Grout at abutment
9	Repair spalling concrete

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

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

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

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

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

### **3-3.2 PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

agencies or distributors shall be paid per invoice. The Contractor's owned equipment shall be used to the greatest extent possible.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## SECTION 4 - CONTROL OF MATERIALS

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

### **4-1.1.1 BUY AMERICA REQUIREMENTS**

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

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

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

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

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

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

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

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

#### **4-1.6 TRADE NAMES OR EQUAL**

The following provisions are added to the end of the fourth paragraph of Section 4-1.6:

Specific reference to manufacturer's names and products specified in these sections are used as standard. For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of manufacturer and the manufacturer's catalogue information. The use of an alternate article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted. However; this implies no right to substitute other materials or methods without written acceptance of the Engineer.

##### **4-1.6.1 SUBSTITUTIONS** Section 4-1.6.1 is added thus:

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

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

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

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

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

The Contractor shall be responsible for all materials furnished to him, and shall pay all demurrage and storage charges. City furnished materials lost 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:

1. Grant funding sign

## 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**

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Original will not follow.       Original will follow by:

- Regular Mail
- Federal Express/UPS
- E-mail/Other

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

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

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

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

The Contractor shall not begin work until the Notice to Proceed is issued by the City.

Contractor shall diligently prosecute bid item 10 to completion before the expiration of **30** working days. For bid item 10, the City shall begin charging working days on the date of issuance of the Notice to Proceed.

Contractor shall diligently prosecute bid items 1 through 9 beginning on September 2, 2014 and completing within **35** work days.

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

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

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

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

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

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

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

shall not relieve the Contractor of any other reporting requirements set forth in the contract documents.

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

- 1) Each activity shall be a unit of work that requires an amount of time for its performance not exceeding fifteen (15) days;
- 2) Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish;
- 3) The scope of the activity shall be formed from the largest grouping of related operations that permit a continuous and measurable flow of work and that can proceed without affecting or being abetted by other activities;
- 4) The scope of the activity shall be small enough to permit a reasonable appraisal of its status.

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

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

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

1. Installation of Advisory Signs
2. Installation of Stationary Mounted Construction Area Signs
3. USA/Caltrans Notification
4. Public Notice Distribution
5. Installation of No Parking Signs

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

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor’s control of the work:
  - A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor’s material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.

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

4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.
5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.
7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

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

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

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

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

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

Work below Mean High Water as shown on sheet 3 of the plans shall only be done within 4 hours of low tide. This requirement shall not be construed as permission to work outside of the work hours listed above.

Work activities that can be conducted while the work area is dry shall be performed when those areas are above the water level.

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

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

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

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

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

The following are the designated City holidays:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor's failure to fully perform the work or to fully perform all of the Contractor's obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$500.00 per day** for each and every calendar day completion of the work or performance of all of the Contractor's obligations that have accrued pursuant to the agreement is delayed beyond the time for completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the agreement.

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

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

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

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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 \$1,000,000.00 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 \$1,000,000.00 per occurrence and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 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.

- 1) General Requirements. Contractor shall purchase and maintain liability insurance with coverage, as further specified below, for losses arising from or in any way related to pollution conditions, both sudden and non-sudden (gradual), which arise from or in connection with the Contractor's transportation services and any disposal facilities used in connection with the underlying Agreement. The required insurance coverage shall be endorsed to cover Non-Owned Disposal Sites. The Contractor's insurance shall include:
  - a. Pollution Legal Liability; and,
  - b. Environmental Transportation Liability insurance; provided, however, if the Contractor does not maintain a separate policy evidencing pollution liability coverage in relation to the Contractor's transportation services, then the Contractor's automobile liability insurance policy must be endorsed so as to satisfy the minimum scope of coverage related to the Contractor's transportation services as set forth in this Addendum.
- 2) Limits: The Policies shall contain minimum liability limits of:
  - a. Pollution Legal Liability - \$5,000,000 per loss and \$5,000,000 in the aggregate.
  - b. Environmental Transportation Liability - \$5,000,000 per loss and \$5,000,000 in the aggregate.
- 4) Form and Duration: Continuous coverage under the Policies shall be maintained until final completion or termination of the Project, in accordance with the underlying

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

E. 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 Regulations 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:** The City has obtained the following permits and or authorizations for the work included in this project. Copies of the listed documents are included in this contract book as attachment C.

**Army Corp of Engineers Permit  
Dept of Fish and Game Authorization  
Regional Water Board Certification  
BCDC Permit (included as exhibit to ACOE permit)**

The plans for this work have been reviewed and approved by the Alameda County Flood Control and Water Conservation District. Contractor must provide an inspection deposit of \$3,000 and a security deposit of \$10,000 with the County in order to obtain a permit. Contractor will be reimbursed for the actual inspection costs levied by the County. Contractor will not be reimbursed for any portion of the security deposit that may be forfeited. Contractor is directed to contact John Rogers at telephone number (510) 670-5402 and to obtain the permit at 951 Turner Court, Hayward, CA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Separate materials on-site and:

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

Do not separate materials:

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

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

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

<p>1. Davis Street Transfer Station 2615 Davis St, San Leandro (510) 638-2303</p> <p>2. Fremont Recycling &amp; Transfer Station 41149 Boyce Rd, Fremont, (510) 252-0500</p> <p>3. Vasco Road Landfill &amp; Recycling 4001 N. Vasco Rd, Livermore, (925) 447-0491</p> <p>4. Marin Resource Recovery Center 565 Jacoby St, San Rafael, (415) 485-5646</p>	<p>5. Newby Island Landfill 1601 Dixon Landing Rd, Milpitas, (408) 262-1401</p> <p>6. Recology of San Francisco 501 Tunnel Ave, San Francisco, (415) 330-1400</p> <p>7. Zanker Material Processing Facility 675 Los Esteros Rd, San Jose, (408) 263-2384</p> <p>8. Guadalupe Materials Recovery Facility 15999 Guadalupe Mines Rd, San Jose, (408) 268-1670</p>
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The following company is a franchised waste hauler authorized to provide debris boxes within the portion of the City of San Leandro containing this project.

Alameda County Industries (ACI)  
510-357-7282  
www.alamedacountyindustries.com

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

Contractor shall demonstrate compliance with this section by completing and submitting a Waste Management Plan online with Green Halo Systems (www.greenhalosystems.com or at 1-888-525-1301). Contractor shall create an account with Green Halo and enter project information within 30 days of the notice to proceed. Contractor shall name the Green Halo file as #150-38-324. Contractor shall upload recycling and disposal receipts at least once every 30 days thereafter. Contractor shall complete and submit the waste management report before asserting project completion.

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

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

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

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

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

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

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

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

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

The plans show locations of stage areas and work areas. Contractor may store construction equipment and materials only in the stage areas. Stage area 2, if used, must be fenced. Contractor may fence stage area 1 if he desires. Work area 1 shall be fenced to protect pedestrians. Fencing for both stage and work areas shall consist of a 6' tall temporary chain link fence.

Excluding work on the bridge deck, Contractor shall confine his activity to the work areas shown on the plans.

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

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

7-8.6.2 **BEST MANAGEMENT PRACTICES (BMPs)** The following is added to Section 7-8.6.2 of the Standard Specifications:

Contractor shall install a sediment curtain around any section of the work area that could be immersed in standing water during excavation, rip rap removal, or rip rap placement. The curtain shall effectively contain disturbance of sediment in the entire water column (i.e. from the surface of the water to the channel bottom). The curtain shall be located as close to the work area as possible while still enabling completion of the work.

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

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

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

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

No paving or street sealing during wet weather.

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

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

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

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

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

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

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

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

Avoid mixing excess amounts of Portland cement materials.

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

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

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

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

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

**7-8.6.4.4 GRADING AND EXCAVATION OPERATIONS** The Contractor shall take all reasonable and adequate measures to protect the Work and shall exercise sound engineering and construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor's attention is directed to Standard Plan 610 showing truck routes in the City of San Leandro.

Contractor shall load and off load material only on the East side of the bridge. Trucks used to transport material shall only stop or park on the East side of the road.

Contractor shall not obstruct public pedestrian pathways with construction material or equipment. Pedestrian travel shall be maintained at all times as shown on the plans. When the Contractor is working within 8' of the sidewalk that is on the bridge a fence shall be provided to separate pedestrians and the work zone. The fence shall be temporary, 6' tall, and chain link.

Contractor shall not obstruct the vehicle gate at the north end of the bridge and shall maintain a travel lane on the bridge, as shown on the plans, except when the deck is being sealed.

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**

Contractor shall post signs on barricades at all approaches to the project indicating that the bridge is open for pedestrian and vehicle travel or that the bridge is only open for pedestrian travel as the case may be.

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.

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

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

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

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

**7-10.3.2 STREET CLOSURES AND ACCESS**

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

# LANE CLOSURE REQUIREMENTS

## CHART NO. 1

<b>LOCATION: Monarch Bay Drive Bridge at Estudillo Canal</b>												<b>DIRECTION OF TRAVEL: Southbound</b>												
<b>FROM</b>	<b>a.m.</b>											<b>p.m.</b>												
<b>HOUR to HOUR</b>	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<b>Flashing Arrow Board Required (mark one):</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>																								
<b>LEGEND:</b> 0 - Roadway may be closed in direction of travel. 1 - Provide at least one through lane open in direction of travel. 2 - Provide at least two through lanes open in direction of travel. 3 - Provide at least three through lanes open in direction of travel. W - No lane closure permitted; work permitted anywhere that does not require lane closure. X - No lane closure permitted; no work permitted on roadway.																								
<b>REMARKS: Pedestrian sidewalk on bridge shall remain open at all times. Bridge may be closed to vehicular traffic only during deck sealing operations, bridge may be reduced to one lane for both directions of traffic at all other times.</b>																								
<b>Approved by Traffic Operations Engineer:</b> <i>Robert N. Chon</i>												<b>Date:</b> 10/29/13												
<b>Note:</b> Minor deviations from the requirements of this section concerning lane closure hours that do not change the cost of the work may be permitted upon the written request of the Contractor, if in the sole opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.																								

## CHART NO. 2

<b>LOCATION: Monarch Bay Drive Bridge at Estudillo Canal</b>												<b>DIRECTION OF TRAVEL: Northbound</b>												
<b>FROM</b>	<b>a.m.</b>											<b>p.m.</b>												
<b>HOUR to HOUR</b>	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<b>Flashing Arrow Board Required (mark one):</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>																								
<b>LEGEND:</b> 0 - Roadway may be closed in direction of travel. 1 - Provide at least one through lane open in direction of travel. 2 - Provide at least two through lanes open in direction of travel. 3 - Provide at least three through lanes open in direction of travel. W - No lane closure permitted; work permitted anywhere that does not require lane closure. X - No lane closure permitted; no work permitted on roadway.																								
<b>REMARKS: Pedestrian sidewalk on bridge shall remain open at all times. Bridge may be closed to vehicular traffic only during deck sealing operations, bridge may be reduced to one lane for both directions of traffic at all other times.</b>																								
<b>Approved by Traffic Operations Engineer:</b> <i>Robert N. Chon</i>												<b>Date:</b> 10/29/13												
<b>Note:</b> Minor deviations from the requirements of this section concerning lane closure hours that do not change the cost of the work may be permitted upon the written request of the Contractor, if in the sole opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.																								

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall, at its sole expense, furnish, erect, and maintain such fences, temporary railing, barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents,

damage, or injury to the public. Such fences, temporary railing, barricades, lights, signs, and other devices furnished, erected, and maintained by the Contractor, at Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Specifications.

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

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

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

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

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

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

**7-15 RECORD DRAWINGS** The following section is added to the Standard Specifications:

**RECORD DRAWINGS (“As 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 other 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.

**7-16 ANIMAL PROTECTION** The following section is added to the Standard Specifications:

Engineer will survey the project limits for bat roosts prior to issuance of notice to proceed. If bat roosts are present they shall be avoided. If restrictions on pursuit of the work are imposed the contractor may request additional time or compensation as described in section 3.

Engineer will survey stage area 2 for mice prior to issuance of notice to proceed. If mice are present they shall be avoided. If restrictions on pursuit of the work are imposed the contractor may request additional time or compensation as described in section 3.

Contractor shall install a mouse exclusion fence east of stage area 2 and along the existing golf course fence, from the riprap along the canal to the north end of stage area 3. The mouse exclusion fence shall be monofilament erosion control fence, four feet high, with the bottom edge buried at least six inches below grade. In areas where digging is not feasible the fence shall be made flush with the ground surface using sandbags.

Engineer will conduct an environmental education presentation for the benefit of Contractor. Contractor shall schedule the presentation with the Engineer, shall arrange for all employees to attend the presentation, and shall not begin field work until the presentation has been performed. Contractor shall ensure that any personal who do not attend the Engineer's presentation obtain the information presented by the Engineer before they enter the site.

**7-17 PAYMENT** The following section is added to the Standard Specifications:

Bid item 1 shall include full compensation for all work required by section 7.

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

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

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

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

## SECTION 9 - MEASUREMENT AND PAYMENT

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

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

### **9-3 PAYMENTS**

**9-3.1 GENERAL** Paragraph 8 of section 9-3.1 is replaced with the following text:

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

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

The following paragraphs are added to Section 9-3.2 of the Standard Specifications:

Contractor shall submit a payment for bid item 10 at the expiration of contract time for that portion of the work.

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

- Work is not proceeding in accordance with the provisions of the contract, updated construction schedules, and traffic control plans;
- Updated record drawings are not provided with the application for payment;
- Contractor or subcontractors have not provided proof of valid City of San Leandro Business Licenses;
- Certified Payrolls are not provided per Section 7-2.2.4;
- Total value for the work done since the last payment amounts to less than \$1,000;
- Contractor has not submitted a request for payment.

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

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

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

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

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

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

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

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

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

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5 percent (5%) of the original contract amount, whichever is the lesser, will be included in said estimate for payment.
2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent (75%) of the contract item price for mobilization, or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent (20%) or more of the original contract amount, the total amount earned for mobilization shall be 95 percent (95%) of the contract item price for mobilization, or 9.5 percent (9.5%) of the

original contract amount, whichever is the lesser, and said amount will be included in said estimate for payment.

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

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

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

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

**SECTION 10. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

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

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

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

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

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

112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

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

Schedule B—Information for Determining Joint Venture Eligibility

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

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) \_\_\_\_\_
  - a. Describe the role of the DBE firm in the joint venture. \_\_\_\_\_
  - b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: \_\_\_\_\_
5. Nature of the joint venture's business \_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? \_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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

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

- a. Financial decisions \_\_\_\_\_
- b. Management decisions, such as:
  - 1. Estimating \_\_\_\_\_
  - 2. Marketing and sales \_\_\_\_\_
  - 3. Hiring and firing of management personnel \_\_\_\_\_
  - 4. Purchasing of major items or supplies \_\_\_\_\_
- c. Supervision of field operations \_\_\_\_\_

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

**Affidavit**

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

Revised 3-95  
08-07-95

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_  
[Seal]  
Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_  
[Seal]

**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

**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 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

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 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 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 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 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.

\* \* \* \* \*

## 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 contractor). "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 (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier 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.

\* \* \* \* \*

#### 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.

**FEMALE AND MINORITY 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 CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

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

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

**FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is \_\_\_\_\_.

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/County of \_\_\_\_\_:

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/County's of \_\_\_\_\_ approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

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

Do not employ as an apprentice or trainee an employee:

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

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

In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ 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

3.

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/County of \_\_\_\_\_ 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

## 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 2010 edition of California Department of Transportation (Caltrans) Standard Specifications; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

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

## **SECTION 200 – ROCK MATERIALS**

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

**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.

**200-1.4 COURSE AGGREGATE FOR PORTLAND CEMENT CONCRETE.** The following is added to section 200-1.4 of the standard specifications: Concrete aggregate shall be No. 4 of Table 200-1.4 (B)

**200-1.6 Stone for Riprap** Section 200-1.6 of the standard specifications is replaced with the following:

Rip Rap shall conform with Rock per section 72-2.02A of the State of California, Department of Transportation, Standard Specifications 2010, except that gradation Stone shall conform with the specifications on the plan sheets.

Contractor shall submit a cut sheet for Rip Rap indicating source and material properties and shall not import the material until the submittal is reviewed favorably.

**200-2.9 Fill** The following section is added to the Standard Specifications

Excavated material from within the channel profile may be reused as fill within the channel provided that it is free from organic material, concrete, and asphalt concrete, has not particles greater than 6” diameter, and has a moisture content that permits compaction to the specified percentage.

Imported material for fill shall be Class 2 aggregate base per section 26-1.02B of the State of California, Department of Transportation, Standard Specifications 2010 except that no recycled or reclaimed materials shall be permitted.

Contractor shall submit a cut sheet for imported fill indicating source and material properties and shall not import the material until the submittal is reviewed favorably.

*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, these Special Provisions and the Standard Plans.

**201-1.1.2 CONCRETE SPECIFIED BY CLASS AND ALTERNATE CLASS** The second sentence of the second paragraph has been replaced with the following:

Concrete for repair of structures shall be 560-C-3250.

**201-2 REINFORCEMENT FOR CONCRETE.** Work and material shall be per the Standard Specifications.

**201-2.3 FIBER REINFORCEMENT.**

Fibers shall be Type III per ASTM C 1116/C 1116M, and shall consist of 100% virgin homopolymer polypropylene, multifilament fibers.

**201-7 NON-MASONRY GROUT** The following is added to section 201-7 of the Standard Specifications: Grout for filling voids at the abutment shall be non-shrink grout.

**201-8 CONCRETE SEALANT** The following section is added to the Standard Specifications: Concrete sealant shall be high molecular weight methacrylate (HMWM) resin as described in section 15-5.05B of the State of California, Department of Transportation, Standard Specifications 2010.

**201-9 CONCRETE SCREW ANCHOR** The following section is added to the Standard Specifications: Concrete screw anchors shall be mechanical anchors designed for use in concrete, installed in a pilot hole of not more than 3” depth, stainless steel construction, 1/4” nominal diameter, with a hex head. Concrete screw anchors shall be rated for minimum 500 lbs tension load. Concrete screw anchors shall be sized such that they do not extend past the surface of the concrete repair.

*SECTION 206 MISCELLANEOUS METAL ITEMS*

**206-1 STRUCTURAL STEEL, RIVETS, BOLTS, PINS, AND ANCHOR BOLTS** Work shall conform to the provisions of Section 206-1 of the Standard Specifications and these Special Provisions.

Steel shall be as specified on the plans.

## **SECTION 213 ENGINEERING FABRIC**

**213-2 GEOSYNTHETICS** The following is added to section 213-2 of the Standard Specifications:  
Rock slope projection fabric shall be non-woven type 250N.

**SECTION 215 ROADSIDE SIGNS,  
CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL SIGNS**

Section 215 “Roadside Signs, Construction Area Signs and Traffic Control Signs” is added to the Standard Specifications as follows:

**215-1 ROADSIDE SIGNS**

Not Used

**215-2 CONSTRUCTION AREA SIGNS**

**215-2.1 GENERAL.**

All construction area signs shall be installed and maintained throughout the duration of the projects at the locations shown on the plans and as directed by the Engineer in accordance with the 2006 CA MUTCD and these Special Provisions. This requirement will apply continuously and will not be limited to normal working hours. All construction area signs shall conform to the nominal dimensions, color and legend requirements of the plans, the 2006 CA MUTCD. All sign panels shall be the product of a commercial sign manufacturer.

Construction Area Signs shall meet the requirements of Section 7-10, “Public Convenience and Safety” of the Standard Specifications and these Special Provisions.

Sign panels for all Construction Area Signs shall be visible at 152 m (500’) and legible at 91 m (300’), at noon on a cloudless day and at night under illumination of legal low beam headlights, by persons with vision of or corrected to 20/20. Sign panels for construction area signs shall consist of 3M Scotchlite Diamond Grade VIP Reflective Sheeting, Series 3990 applied to an aluminum or plywood sign substrate.

Signs shall be the size indicated in the following table:

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

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 above. A significant difference between day and night-time reflective color will be grounds for rejecting signs.

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

**215-3 TRAFFIC CONTROL SIGNS**

**215-3.1 GENERAL.** Traffic control shall meet the requirement of Section 7-10, “Public Convenience and Safety” of the Standard Specifications and these Special Provisions.

All traffic control signs shall conform to the nominal dimensions, color and legend requirements of the plans, the 2006 CA MUTCD. 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 3M Scotchlite Diamond Grade VIP 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 above. 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.

If any component in the traffic control systems is displaced, or ceases to operate or function specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed for the traveled way. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right-of-way.

Contractor is hereby directed to the presence of high volume of pedestrians in the vicinity of the project site. The city will require that the Contractor provide clear pedestrian access within the construction limit. The Contractor shall at all times be responsible for the safety of all pedestrians within construction limit through the duration of this project. Contractor equipment shall not obstruct automobile line of sight to pedestrians. The Contractor's attention is directed to Section 7-10.1.1 "Pedestrian Access".

#### **215-4 GRANT FUNDING SIGNS**

City will provide a 36"x48" aluminum grant funding sign.

## **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 the 2008 supplement thereto, adopted by the Southern California Chapter of the American Public Works Association; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

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

## **SECTION 300 - EARTHWORK**

### **300-1 CLEARING AND GRUBBING**

**300-1.1 GENERAL.** The following is added to Section 300-1.1 of the Standard Specifications: All existing rock and debris shall be removed from areas designated for clearing and grubbing.

**300-1.4 PAYMENT.** The following is added to Section 300-14 of the Standard Specifications: Bid Item 4 shall include full compensation for all work required by section 300-1.

### **300-2 UNCLASSIFIED EXCAVATION:**

**300-2.6 SURPLUS MATERIAL** The following is added to Section 300-2.6 of the Standard Specifications:

Excess material shall become the property of the contractor and shall be removed and legally disposed of by the Contractor. Adequate tests shall be performed at the Contractor's expense to determine the profile of waste materials to determine appropriate disposal locations. The Contractor shall be responsible for any storage or stockpiling of materials as necessary for the profile testing.

**300-2.9 PAYMENT** Section 300-2.9 is replaced with the following: Bid Item 5 shall include full compensation for all work required by section 300-2.

### **300-4 UNCLASSIFIED FILL:**

**300-4.3 OTHER FILL MATERIALS** Section 300-4.3 of the Standard Specifications is replaced with the following:

Contractor shall only use fill material as specified in section 200.

Excavated material used for fill shall be dried to the proper moisture content before placement.

**300-4.9 PAYMENT** Section 300-4.9 is replaced with the following: Bid Item 5 shall include full compensation for all work required by section 300-4.

### **300-9 GEOTEXTILES FOR EROSION CONTROL:**

**300-9.1.2 MEASUREMENT AND PAYMENT:** Section 300-9.1.2 is replaced with the following: Bid Item 7 shall include full compensation for all work required by section 300-9.

### **300-11 STONWORK FOR EROSION CONTROL:**

**300-11.4 MEASUREMENT AND PAYMENT:** Section 300-11.4 is replaced with the following: Quantity of stone installed shall be as shown on the invoices or tags created by the quarry. Bid Item 8 shall include full compensation for all work required by section 300-11.

## SECTION 303 CONCRETE AND MASONARY CONSTRUCTION

### **303-1 CONCRETE STRUCTURES**

**303-1.12 DECK SEAL** The following Sections are added to the Standard Specifications:

#### **303-1.12.1 GENERAL:**

Sealant shall be as described in section 201-8.

Prior to beginning field work specified in this section Contractor shall submit the following information:

1. Description of equipment for applying sealant
2. Range of gel time and final cure time for sealant
3. Description of absorbent material to be used
4. Description of equipment for applying and removing excess sand and absorbent material
5. Material safety data sheet for sealant

Area to receive sealant shall be cleaned as described in section 15-5.01C(2) of the State of California, Department of Transportation, Standard Specifications 2010.

Contractor shall capture and dispose off site all dirt, debris, and effluent generated by the deck cleaning operation, none of these materials shall be allowed to enter the canal below the bridge.

Sealant shall be installed in accordance with section 15-5.05C of the State of California, Department of Transportation, Standard Specifications 2010.

#### **303-1.12.2 MEASUREMENT:**

Quantity of work done shall be measured in length and width and multiplied as appropriate to find the area.

#### **303-1.12.3 PAYMENT:**

Bid Item 2 shall include full compensation for all work required by section 303-1.12.

**303-1.13 CONCRETE REPAIR** The following Sections are added to the Standard Specifications:

#### **303-1.13.1 GENERAL**

Filler shall be concrete as described in section 201-1.

Concrete screw anchor shall be as described in section 201-9.

Prior to beginning field work described in this section Contractor shall submit the following information:

1. Specification or mix design of filler to be used
2. Cut sheet of concrete screw anchor to be used
3. Description of equipment and procedure for removing unsound concrete
4. Description of materials and procedure for collecting removed material and dust
5. Description of method used to place and support filler material

Contractor shall remove all unsound concrete. Remove concrete to a depth of 3", removal of material to a greater depth, if required, will be paid as extra work. Concrete shall be removed as required to expose sound reinforcing steel, the Engineer shall approve the limits of removal. Sound concrete at the edge of the removal zone shall be sawcut to a depth of 1/2". Concrete shall be removed to the sawcut line.

Unsound concrete shall be removed in a manner that the adjacent concrete and reinforcing steel is not damaged. Contractor may either remove the material by use of hand held impact tools such as a chipping hammer or remove the material by abrading it with steel shot. Impact tools shall not be applied to any rebar as the vibration will break the bond between the rebar and concrete and eliminate value of said rebar.

Concrete exposed by removal work shall be roughened to an amplitude of 3/8".

Corrosion shall be removed from exposed steel. Contractor may leave corrosion that remains after heavy effort with a stiff wire brush.

Install concrete screw anchors at 24" on center, each way. Drill pilot hole per manufacturers recommendations but no deeper than 3", install anchor until it bottoms in the hole and leave approximately 2" of anchor protruding from existing concrete. Specifications are based on removal of 3" of concrete, Engineer shall provide instruction should a different depth of concrete be removed.

Existing concrete shall be cleaned immediately prior to installing filler. Compressed air may be used to clean the concrete provided that the air contains no lubricating oil.

Immediately prior to placing filler containing Portland cement saturate the surface with potable water. Treat surface as recommended by manufacturer prior to placement of alternative filler.

If used, falsework shall be per section 303-1.6 and shall be installed prior to placing filler. Contractor shall allow a path for air to escape when filler is placed. Falsework shall be sealed to prevent leakage of wet concrete onto tidally exposed areas or into the waters of the bay.

Place filler and consolidate to eliminate voids and pockets, allow to cure.

Finish filler by performing the following:

1. Fill holes or depressions in finished filler
2. Repair rock pockets
3. Remove fins and projections until they are flush with the surface of the surrounding area

### **303-1.13.2 MEASUREMENT AND PAYMENT:**

Quantity of concrete repair shall be measured in length and width and multiplied as appropriate to find the area. Bid Item 9 shall include full compensation for all work required by section 303-1.13.

**303-8 GROUT** The following Sections are added to the Standard Specifications:

### **303-8.1 GENERAL**

Grout shall be as specified in section 201-7

Grout below abutment shall be placed after unclassified excavation and before placement of unclassified fill.

Area to receive grout shall be formed as required to ensure that the surface of the grout is flush with the face of the abutment wall. Forms shall comply with section 301-1.

Grout shall be pumped or otherwise placed in a manner to ensure the cavity is completely filled.

### **303-8.2 PAYMENT:**

Quantity of grout shall be as shown on tags from the plant (if purchased premixed) or shall be the sum of materials used on site (if mixed on site). Bid Item 6 shall include full compensation for all work required by section 303-8.

## **SECTION 308 LANDSCAPE AND IRRIGATION MATERIALS**

### **308-4 PLANTING**

Contractor shall repair damage to any vegetated area caused by his actions

1. Lawn areas shall be replaced with sod
2. Non-lawn areas shall be graded smooth and covered with hydroseed

Payment

Bid item 1 shall include full compensation for all work required by section 308-4

## **SECTION 315 ROADSIDE SIGNS, CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL**

The following Sections are added to the Standard Specifications:

### **315-1 ROADSIDE SIGNS**

Not Used

### **315-2 CONSTRUCTION AREA SIGNS.**

Except as shown on the plans, locations where construction activities lasting less than five (5) working days, Temporary Mounted Construction Area Signs may be mounted on portable supports or barricades in conformance to the provisions in Section 315-2.1.1.

For locations where construction activities last five (5) or more working days, Stationary Mounted Construction Area Signs in conformance to the provisions in Section 315-2.1.2 shall be used.

#### **315-2.1 GENERAL.**

Contractor shall maintain signs so that they are legible and accurately reflect the limits of work. This requirement will apply continuously and will not be limited to the normal days and/or working hours (24 hour/day; 7 days/week).

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

Signs shall be covered whenever there is cessation of work for three (3) consecutive working days. Covers for construction area signs shall be of sufficient size and density to completely block out the message so that it is not visible either during the day or at night. Covers shall be fastened securely to prevent movement caused by wind action.

The Contractor shall clean all construction area signs panels at the time of installation and as often thereafter as the Engineer determines to be necessary, but at least once every four (4) months.

#### **315-2.1.1 TEMPORARY MOUNTED CONSTRUCTION AREA SIGNS.**

Each Temporary Mounted Construction Area Sign shall consist of a base, framework and a sign panel and shall be mounted on a portable support or appropriately sized barricade. The support or barricade shall be in good condition, capable of staying in position under anticipated traffic or weather conditions. The unit shall be capable of being delivered to the site of use and placed in immediate operation and removed after construction.

Sign panels shall conform to the provisions in Section 215-2, "Construction Area Signs". Size, color, and legend shall be the same as stationary construction area signs.

The height to the bottom of the sign panel above the edge of traveled way shall be at least one foot and be visible to traffic. Signs may be placed on both sides of the roadway and within the roadway. Sign supports shall be placed in such a way as not to interfere with pedestrians or bicyclists. A minimum 4-foot of lateral width shall be maintained for pedestrian pathways.

If temporary mounted signs are displaced or overturned, from any cause, during the progress of the work, the contractor shall immediately replace the signs in their original locations.

#### **315-2.1.2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS.**

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

The height to the bottom of the sign panel above the edge of traveled way shall be at least 1.5 m (5 feet), except when the sign is located in the path of pedestrians or bicycles the height to the bottom of the sign panel shall be at least 2.1 m (7 feet). Temporary sign supports or posts shall provide a minimum of 4-foot lateral width for pedestrian access.

All Stationary Mounted Construction Area Signs and supplemental signs shall be removed immediately upon substantial completion of the work. If the Contractor fails to remove said signs in a timely manner, the City shall proceed with removal and deduct the cost thereof from money due or to become due from the Contractor.

### 315-3 TRAFFIC CONTROL SYSTEM, LANE CLOSURES AND DETOURS

Contractor shall install signs indicating one lane bridge ahead when the travel way on the bridge is reduced to less than 20'. One sign shall be installed at each end of the bridge.

Contractor shall install road closed signs when the travel way on the bridge is closed. One sign shall be installed at each end of the bridge.

Detour signs are not required.

### 315-4 TRAFFIC CONTROL SYSTEM, LANE CLOSURES AND DETOURS

Not used

### 315-5 PEDESTRIAN ACCESS

Pedestrian travel shall be maintained at all times across the bridge and at the locations shown on the plan.

Contractor shall install one sign at each end of the bridge indicating that the sidewalk is open for bicycles and pedestrians.

### 315-6 GRANT FUNDING SIGNS

Grant funding signs shall be installed at the locations indicated on the plans. Signs shall be installed prior to beginning field work and shall remain in place until the punch list is issued. If signs are furnished by the City then they shall be returned to the City after use. Signs shall be installed on 4x4 wooden posts or other supports approved by the engineer. Installation shall conform with section 315-2.1.2.

### 315-7 MEASUREMENT AND PAYMENT

Bid item 1 shall include full compensation for all work required by section 315.

**ATTACHMENT A**

**FEDERAL WAGE RATES (INTERNET WEBSITE ADDRESS)**

<http://www.wdol.gov/dba.aspx>

**GENERAL DECISION NUMBER: CA130029**

**CONTRACTOR IS REQUIRED TO REVIEW THE DOCUMENTS AT THE WEBSITE ABOVE, PAY ALL WORKERS THE HIGHER OF THE WAGE LISTED ABOVE OR THE WAGE LISTED IN ATTACHMENT B, AND INCLUDE ALL COSTS OF COMPLIANCE IN HIS BID.**

**CITY WILL PRINT THE PREVAILING WAGES 10 DAYS PRIOR TO BID AND INCLUDE THEM IN THIS CONTRACT VIA ADDENDUM.**

**ATTACHMENT B**

**CALIFORNIA GENERAL PREVAILING WAGES AS OF  
October 1, 2013**

**CONTRACTOR IS RESPONSIBLE FOR CHECKING MOST RECENT WAGE RATE. CONTRACTOR SHALL ALSO PAY HIGHER RATE OF EITHER FEDERAL WAGE DETERMINATION OR CURRENT STATE PREVAILING WAGE.**

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: # IRON WORKER**

**DETERMINATION:** C-20-X-1-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** December 31, 2013\*\* 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 the State of California

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	<sup>b</sup> Daily 1 1/2X	<sup>b</sup> Saturday 1 1/2X	Sunday/ Holiday
Iron Worker (Ornamental, Reinforcing, Structural)	\$33.00	8.72	9.31	<sup>a</sup> 3.92	0.72	4.165	8	59.835	76.335	76.335	92.835
Fence Erector	\$26.58	6.55	6.79	<sup>a</sup> 2.62	0.51	1.465	8	44.515	57.805	57.805	71.095

# 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> Includes supplemental dues.

<sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:** C-DT-830-261-7-2009-1

**Issue Date:** February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

**Localities:** All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta, Siskiyou and Trinity Counties.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time Hours</u>	<u>Total Hourly Rate</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>			<u>Daily (1½ X)</u>	<u>Sunday/Holiday (1½ X)</u>
Driver: Dump Truck	\$22.50	<sup>a</sup>	-	\$0.43 <sup>b</sup>	-	-	8.0	\$22.93	\$34.18 <sup>c</sup>	\$34.18

<sup>a</sup> Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as well.

<sup>b</sup> \$0.78 after 90 days of service with the employer  
\$1.21 after 5 years of service with the employer  
\$1.65 after 10 years of service with the employer

<sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

**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/DLSR/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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/DLRS/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>g</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		Sunday/ Holiday 2X
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	
<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 ½) 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 AW  
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 ½ 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  
GARDENER-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 PAVEMENT 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>f</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: 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					Other Payments	Straight-Time		Overtime Hourly Rate		
		Health and Welfare <sup>f</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	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 (Journeyperson)	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: # 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>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training Payments	Other		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 Hours Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training Payments	Other		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.

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: #CARPENTER AND RELATED TRADES

**DETERMINATION:** NC-23-31-1-2013-1

**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate				Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>c</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>g</sup>			
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
<b><sup>b</sup> Area 1</b>													
Carpenter	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$39.50	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.27	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
<b><sup>b</sup> Area 2</b>													
Carpenter	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.710
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>b</sup> Area 3<sup>j</sup></b>													
Carpenter	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>b</sup> Area 4<sup>j</sup></b>													
Carpenter	\$32.12	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$58.89	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$32.27	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$59.04	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

**DETERMINATION:** NC-23-31-1-2013-1A

**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate				Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>c</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>g</sup>			
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
Bridge Builder/Highway Carpenter	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8.0	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

**Footnote and Millwright listed on page 34A**

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

**DETERMINATION:** NC-23-31-1-2013-1B

**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate				
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>b</sup>	Hours	Total Hourly Rate	Daily		Saturday <sup>a</sup>		Sunday and Holiday <sup>j</sup>
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
<sup>b</sup> Area 1 Millwright	\$39.45	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$67.82	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>b</sup> Area 2 Millwright	\$35.97	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$64.34	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>b</sup> Area 3 <sup>j</sup> Millwright	\$35.97	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$64.34	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>b</sup> Area 4 <sup>j</sup> Millwright	\$34.62	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$62.99	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

**DETERMINATION:** NC-23-31-1-2013-1, NC-23-31-1-2013-1A and NC-23-31-1-2013-1B

# 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> 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 or major mechanical breakdown.

<sup>b</sup> **AREA 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

**AREA 2** - Monterey, San Benito, and Santa Cruz Counties.

**AREA 3** - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

**AREA 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>c</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>d</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

<sup>e</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>f</sup> For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

<sup>g</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>h</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>i</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

<sup>j</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

**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: #CARPENTER AND RELATED TRADES (SECOND SHIFT)\*

**DETERMINATION:** NC-23-31-1-2013-1

**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>e</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
<b><sup>c</sup> Area 1</b>													
Carpenter	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$42.13	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.90	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
<b><sup>c</sup> Area 2</b>													
Carpenter	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 3<sup>l</sup></b>													
Carpenter	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 4<sup>l</sup></b>													
Carpenter	\$34.26	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.03	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$34.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.19	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

**DETERMINATION:** NC-23-31-1-2013-1A

**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.

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CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>e</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
Bridge Builder/Highway Carpenter	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

**DETERMINATION:** NC-23-31-1-2013-1B

**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>j</sup>	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
<sup>c</sup> Area 1 Millwright	\$42.08	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$70.45	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>c</sup> Area 2 Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 3 <sup>l</sup> Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 4 <sup>l</sup> Millwright	\$36.93	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$65.30	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

**DETERMINATION:** NC-23-31-1-2013-1, NC-23-31-1-2013-1A and NC-23-31-1-2013-1B (FOR SECOND AND THIRD SHIFTS)

# 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>.

\* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.

<sup>a</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.

<sup>b</sup> 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 or major mechanical breakdown.

<sup>c</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>d</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>e</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

<sup>f</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>g</sup> Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.

<sup>h</sup> For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day

<sup>i</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>j</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>k</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

<sup>l</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

**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: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

**DETERMINATION:** NC-23-31-1-2013-1

**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily		Saturday <sup>h</sup>		Sunday and Holiday <sup>k</sup>
									1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	
<b><sup>c</sup> Area 1</b>													
Carpenter	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$45.14	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.91	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
<b><sup>c</sup> Area 2</b>													
Carpenter	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 3<sup>l</sup></b>													
Carpenter	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 4<sup>l</sup></b>													
Carpenter	\$36.71	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.48	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.88	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.65	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

**DETERMINATION:** NC-23-31-1-2013-1A  
**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

**DETERMINATION:** NC-23-31-1-2013-1B  
**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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>j</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
<sup>c</sup> Area 1 Millwright	\$45.09	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$73.46	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>c</sup> Area 2 Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 3 <sup>l</sup> Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 4 <sup>l</sup> Millwright	\$39.57	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$67.94	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>c</sup>**

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

**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						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours <sup>e</sup>	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>a&amp;b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$40.87	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.03	\$88.47	\$88.47	\$108.90
Truck Crane Assistant to Engineer	\$33.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.71	\$77.49	\$77.49	\$94.26
Assistant to Engineer	\$31.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.48	\$74.14	\$74.14	\$89.80
Group 2	\$39.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.26	\$85.81	\$85.81	\$105.36
Truck Crane Assistant to Engineer	\$33.33	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.49	\$77.16	\$77.16	\$93.82
Assistant to Engineer	\$31.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.21	\$73.74	\$73.74	\$89.26
Group 3	\$37.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.78	\$83.59	\$83.59	\$102.40
Truck Crane Assistant to Engineer	\$33.06	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.22	\$76.75	\$76.75	\$93.28
Hydraulic	\$32.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.83	\$76.17	\$76.17	\$92.50
Assistant to Engineer	\$30.83	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.99	\$73.41	\$73.41	\$88.82
Group 4	\$35.60	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.76	\$80.56	\$80.56	\$98.36
Group 5	\$34.30	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.46	\$78.61	\$78.61	\$95.76

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

<sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>c</sup> For Building Construction, see page 40B

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

<sup>e</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.

**GROUP 1**

Cranes over 100 tons  
Derrick over 100 tons  
Self Propelled Boom Type Lifting Device over 100 tons

**GROUP 2**

Cranes over 45 tons up to and including 100 tons  
Derrick, 100 tons and under  
Self Propelled Boom Type Lifting Device, over 45 tons  
Tower Crane

**GROUP 3**

Cranes, 45 tons and under  
Self Propelled Boom Type Lifting Device, 45 tons and under

**GROUP 4**

Chicago Boom  
Forklift, 10 tons and over  
Heavy Duty Repairman/Welder

**GROUP 5**

Boom Cat

**NOTE:** For Special Single and Second Shift rates, please see page 45A.

**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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>c</sup>  
(SPECIAL SINGLE AND SECOND SHIFT)**

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

**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						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>a,b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$45.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$72.58	\$95.29	\$95.29	\$118.00
Truck Crane Assistant to Engineer	\$37.19	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.35	\$82.95	\$82.95	\$101.54
Assistant to Engineer	\$34.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.83	\$79.17	\$79.17	\$96.50
Group 2	\$43.44	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.60	\$92.32	\$92.32	\$114.04
Truck Crane Assistant to Engineer	\$36.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.10	\$82.57	\$82.57	\$101.04
Assistant to Engineer	\$34.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.55	\$78.75	\$78.75	\$95.94
Group 3	\$41.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.92	\$89.80	\$89.80	\$110.68
Truck Crane Assistant to Engineer	\$36.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.80	\$82.12	\$82.12	\$100.44
Hydraulic	\$36.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.37	\$81.48	\$81.48	\$99.58
Assistant to Engineer	\$34.13	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.29	\$78.36	\$78.36	\$95.42
Group 4	\$39.50	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.66	\$86.41	\$86.41	\$106.16
Group 5	\$38.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.19	\$84.21	\$84.21	\$103.22

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

<sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>c</sup> For Building Construction, see page 40B

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

**GROUP 1**

Cranes over 100 tons  
Derrick over 100 tons  
Self Propelled Boom Type Lifting Device over 100 tons

**GROUP 2**

Cranes over 45 tons up to and including 100 tons  
Derrick, 100 tons and under  
Self Propelled Boom Type Lifting Device, over 45 tons  
Tower Crane

**GROUP 3**

Cranes, 45 tons and under  
Self Propelled Boom Type Lifting Device, 45 tons and under

**GROUP 4**

Chicago Boom  
Forklift, 10 tons and over  
Heavy Duty Repairman/Welder

**GROUP 5**

Boom Cat

**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)**

**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						Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments	Hours <sup>f</sup>	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>		
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.

**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 ¾ 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 ¾ 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 (Vagtborg and similar types)  
 Maginnes Internal Full Slab Vibrator  
 Material Hoist (1 Drum)  
 Mechanical Trench Shield  
 Partsman (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, Manitex 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  
 Mixer/mobile  
 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 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 4S, 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 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	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
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>	
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	\$99.58	\$103.58
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	\$35.48	\$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
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

# 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.

**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: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) <sup>a</sup>**

**DETERMINATION:** NC-200-X-17-2013-3

**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 San Joaquin, Tuolumne, and Yolo counties.

CLASSIFICATION	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	<sup>b</sup> 31.35	7.50	4.05	-	0.10	-	8	43.00	<sup>d</sup> 58.675	74.35	74.35
Parking Lots, Gamecourts, Playgrounds	<sup>b</sup> 26.65	7.50	4.05	-	0.10	-	8	38.30	<sup>d</sup> 51.625	64.95	64.95
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	<sup>b</sup> 26.96	7.50	4.05	-	0.10	-	8	38.61	<sup>d</sup> 52.09	65.57	65.57

# 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> The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

<sup>b</sup> Includes an amount withheld for Dues Check-Off.

<sup>c</sup> Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

<sup>d</sup> Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time 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.

**ATTACHMENT C**

**Project approvals issued by outside agencies**



REPLY TO  
ATTENTION OF

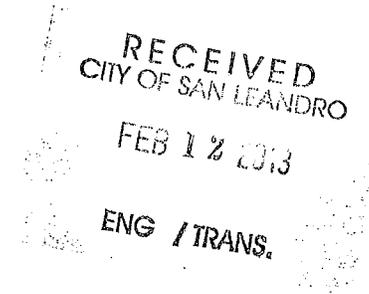
**DEPARTMENT OF THE ARMY**  
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
1455 MARKET STREET, 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94103-1398

FEB - 7 2013

Regulatory Division

SUBJECT: File Number 28654S

Mr. Nick Thom  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, California 94577



Dear Mr. Thom:

This correspondence is in reference to your submittal of June 26, 2012, requesting Department of the Army (DA) authorization to conduct structural repairs to the bridge carrying Monarch Bay Drive over the Estudillo Canal, directly adjacent to the San Francisco Bay shoreline, located at the southern end of the San Leandro Marina Park, in the City of San Leandro, Alameda County, California.

The project consists of excavation of approximately 130 cubic yards (cy) of riprap and dirt, to be replaced with 215 cy of riprap, within 0.05 acre of Estudillo Canal. Work within U.S. Army Corps of Engineers' (Corps) jurisdiction would include removal and replacement of existing riprap to prevent further erosion under the north abutment of the bridge, concrete repairs to a crack underneath the north side of the bridge, and application of a deck sealant on the road surface of the bridge. Riprap removal and replacement would occur both on the shoreline and in open waters of the San Francisco Bay. One temporary access road underneath the north abutment as well as a staging area in ruderal vegetation east of the bridge is also proposed. Work will require placement of approximately 190 cy of riprap within 0.05 acre of the San Francisco Bay.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material, occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

Based on a review of the information in your submittal, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 3 - Maintenance, 77

Fed. Reg. 10184, February 21, 2012, (enclosure 1), pursuant to Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 *et seq.*) and Section 10 of the Rivers and Harbors Act (RHA) of 1899, as amended (33 U.S.C. § 403 *et seq.*). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program, and the San Francisco District regional conditions cited in enclosure 2. You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law.

All work shall be completed in accordance with the plans and drawings titled "USACE File #28654, Monarch Bay Drive Bridge Repair", dated February 4, 2013, in 3 pages, provided as enclosure 3.

This verification will remain valid for two years from the date of this letter. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5 (c) or (d). The Chief of Engineers will periodically review NWPs and their conditions and will decide to either modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (<http://www.spn.usace.army.mil/regulatory/index.html>). Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 4, verifying that you have complied with the terms and conditions of the permit.

This authorization will not be effective until you have obtained a Section 401 water quality certification from the San Francisco Bay Regional Water Quality Control Board (RWQCB). If the RWQCB fails to act on a valid request for certification within two months after receipt of a complete application, the Corps will presume a waiver of water quality certification has been obtained. You shall submit a copy of the certification to the Corps prior to the commencement of work.

You shall comply with all terms and conditions set forth by Permit No. M2004.014.01, issued by the San Francisco Bay Conservation and Development Commission on December 23, 2004, as Permit No. M04-14, and amended through January 28, 2013 (enclosure 5). You shall consider such conditions to be an integral part of the NWP authorization for your project.

General Condition 18 stipulates that project authorization under a NWP does not allow for the incidental take of any federally-listed species in the absence of a biological opinion with incidental take provisions. As the principal federal lead agency for this project, the Corps initiated consultation with the National Marine Fisheries Service (NMFS) to address project related impacts to list species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended, 16 U.S.C. Section 1531 *et seq.* By letter of January 8, 2013, cited in enclosure 6, NMFS concurred with the determination that the project was not likely to adversely affect federally listed green sturgeon (*Acipenser medirostris*), central California coast steelhead (*Oncorhynchus mykiss*) or designated critical habitat for these species.

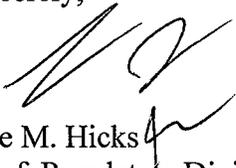
In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. NMFS concurred with the determination that the project was not likely to adversely affect green sturgeon, central California coast steelhead, and designated critical habitat for these species. This concurrence was premised, in part, on project work restrictions outlined in enclosure 6. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.
2. A post construction report shall be submitted 45 days after the conclusion of construction activities. The report shall document construction activities and contain as-built drawings (if different from drawings submitted with application) and include before and after photos.

You may refer any questions on this matter to Holly Costa of my Regulatory staff by telephone at (415) 503-6780 or by e-mail at [holly.n.costa@usace.army.mil](mailto:holly.n.costa@usace.army.mil). All correspondence should be addressed to the Regulatory Division, South Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. My Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner, while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: <http://www.spn.usace.army.mil/regulatory/>.

Sincerely,

  
Jane M. Hicks  
Chief, Regulatory Division

Enclosures

Copy Furnished (w/ encl 1 only):

CA RWQCB, Oakland, CA

Copies Furnished (w/o encls):

U.S. EPA, San Francisco, CA  
CA SWRCB, Sacramento, CA

**Nationwide Permit 3 - Maintenance.** (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer. (c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

*Notification:* For activities authorized by paragraph (b) of this NWP, the permittee must submit a reconstruction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

**Note:** This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

NWP Program General Conditions (2012)

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific regional endangered species conditions to the NWP. (e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. *Migratory Birds and Bald and Golden Eagles.* The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. *Historic Properties.* (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed. (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete preconstruction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or

completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment. (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs. (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

**24. Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

**25. Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

**26. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State

the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWP 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the



Enclosure 3  
 USACE File #28654  
 Monarch Bay Drive Bridge Repair  
 February 4, 2013  
 Page 1 of 3

U.S. Army Corps  
 of Engineers  
 San Francisco District  
 Regulatory Division

**CITY OF SAN LEANDRO**

**BRIDGE MAINTENANCE AND REPAIR 2011**

MONARCH BAY DRIVE BRIDGE

PROJECT NO. 12-150-38-324

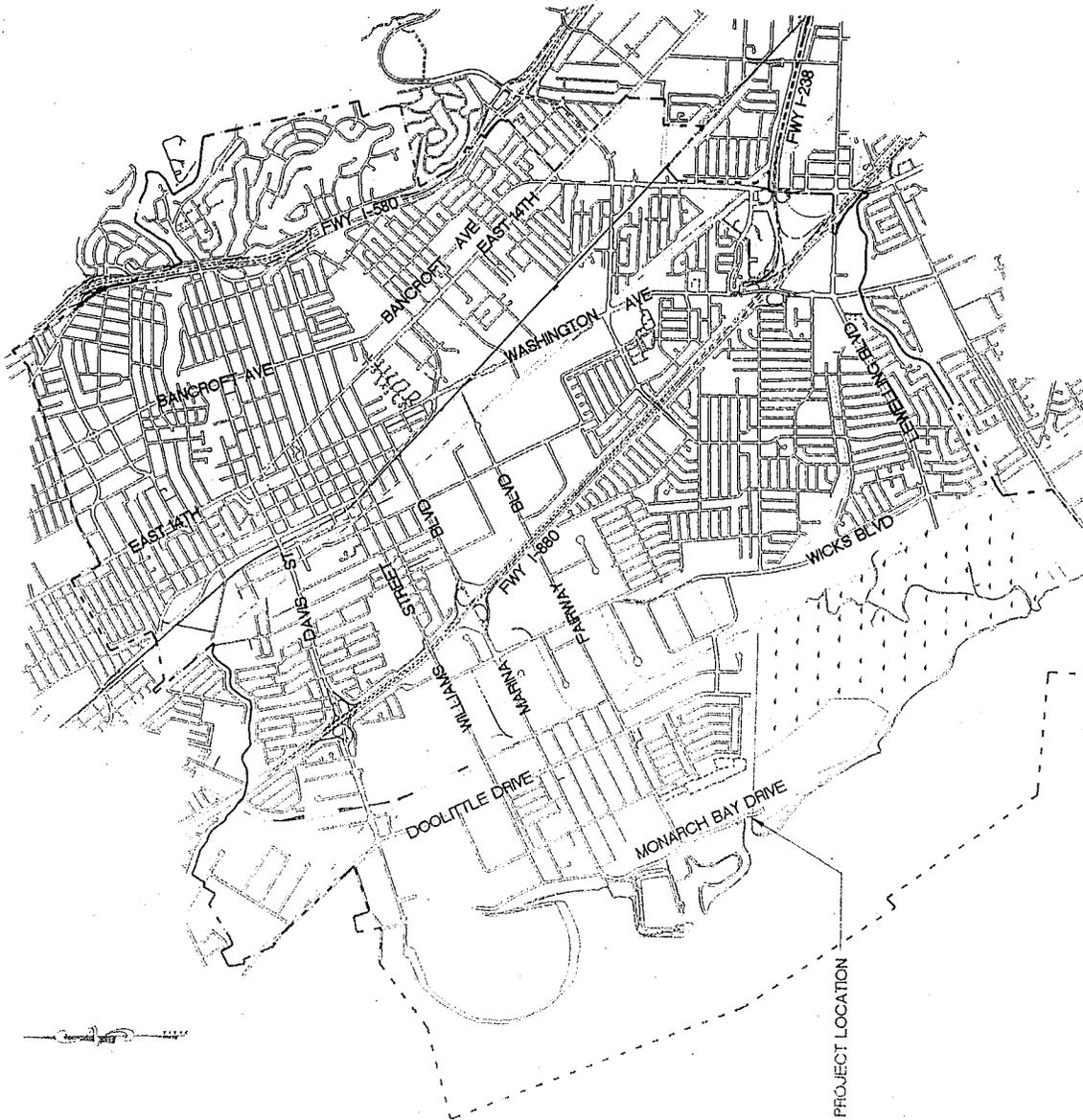
FEDERAL AID PROJECT: BRMP 5041 (036)

BD NO. XXX

SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	XXX	XXX
2	SITE PLAN	XXX	XXX
3	PLAN	XXX	XXX

**GENERAL NOTES:**

1. THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAILS.
2. CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE HIS WORK WITH THAT OF OTHERS IN AN EFFICIENT, CRAFTSMANLIKE AND TIMELY MANNER SO AS TO PROVIDE THE CITY WITH A WELL CONSTRUCTED, EASILY MAINTAINABLE PROJECT.
3. AT ALL TIMES, CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SITE SAFETY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND HOLD THE CONTRACTOR RESPONSIBLE FOR THE PERFORMANCE OF WORK ON THIS PROJECT.
4. THE CONTRACTOR IS HEREBY ADVISED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL SURVEY OF ALL UTILITY LOCATIONS AND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (USA) AND SHALL BE CONTACTED AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING DOWNHOLE WORK BY CALLING 811 or (800) 727-7600.



**VICINITY MAP**

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
 REVIEWED FOR PERMIT ISSUANCE

BY: [Signature]  
 DEPARTMENT OF PUBLIC WORKS  
 DEVELOPMENT SERVICES DEPARTMENT  
 PUBLIC WORKS AGENCY

DATE:



PERSONS WHO USE THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAILS.

NO DATE REVISION

DESIGNED BY: DATE: 2/16/2012  
 DRAWN BY: DATE: 2/16/2012  
 PROJECT NO.:  
 SHEET NO.:  
 SCALE: 1" = 100'  
 APPROVED BY: DATE:

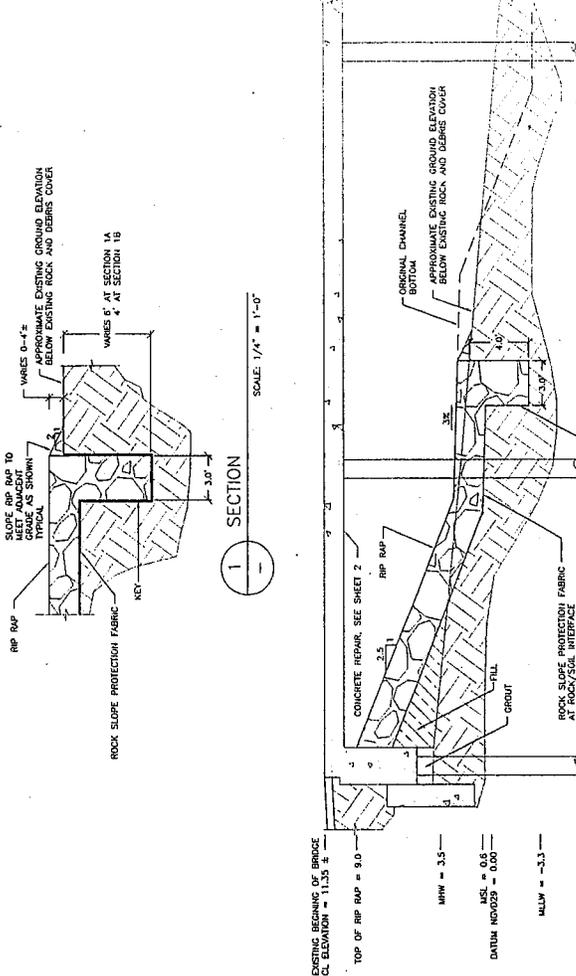
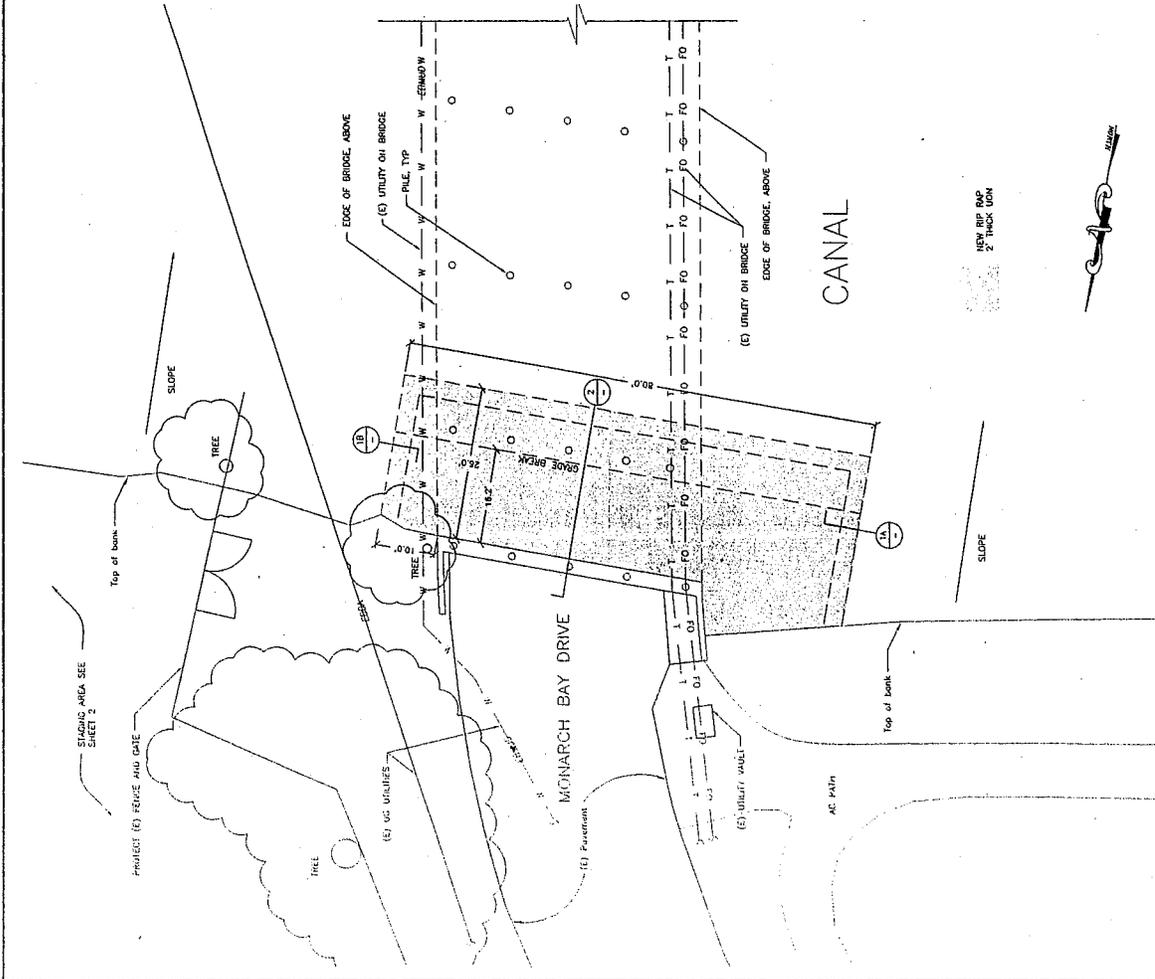
CITY OF SAN LEANDRO  
 BRIDGE MAINT. AND REPAIR 2011  
 MONARCH BAY DRIVE BRIDGE  
 TITLE SHEET

AT FULL SIZE  
 THIS LINE MEASURES 1"  
 SHEET 1 OF 3  
 JOB NO. 12-150-38-324  
 SCALE NOT TO SCALE  
 DWG. 000 CASE 000





U.S. Army Corps  
 of Engineers  
 San Francisco District  
 Regulatory Division



EXISTING BEGINNING OF BRIDGE  
 CL ELEVATION = 11.35 ±  
 TOP OF RIP RAP = 9.0  
 MHW = 3.5  
 MS = 0.5  
 DATUM NUMBER = 0.00  
 MLW = -3.3

RIP RAP SHALL CONFORM WITH THE FOLLOWING TABLE AND THE SPECIFICATIONS

ROCK SIZE	% LARGER THAN
500 LB	0-2
250 LB	0-5
125 LB	10-5
75 LB	95-100

3 RIP RAP  
 NO SCALE

- PROTECT ALL EXISTING UTILITIES AND IMPROVEMENTS.
- RIP RAP SHALL EXTEND TO ABUTMENT OR EXISTING TOP OF BANK
- RIP RAP SHALL TRANSITION SMOOTHLY WITH ADJACENT SURFACES, SEE DETAIL 1/2-.
- CLEAR AND GRUB AREAS TO RECEIVE RIP RAP PRIOR TO EXCAVATION. REMOVE ALL EXISTING ROCK, RUBBLE, AND DEBRIS.
- EXCAVATE AREAS TO RECEIVE RIP RAP AS REQUIRED TO OBTAIN PREFILE SHOWN
- PLACE ROCK SLOPE PROTECTION FABRIC BELOW RIP RAP AND IN KEYS AS SHOWN
- CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DEPARTMENT WITHIN THE DISTRICT'S JURISDICTION. THE PERMIT SHALL BE IN ACCORDANCE WITH THE DISTRICT'S STANDARDS AND BE DONE TO THE SATISFACTION OF THE DISTRICT.

4 GENERAL NOTES  
 NO SCALE

CITY OF SAN LEANDRO  
 BRIDGE MAINT. AND REPAIR 2011  
 MONARCH BAY DRIVE BRIDGE  
 PLAN

DESIGNED BY	DATE 2/15/2012
DRAWN BY	DATE 2/15/2012
PROJECT MGR.	DATE 2/15/2012
TRANS. ADMIN.	DATE
SKETCH ENGR.	DATE
APPROVED BY:	DATE
CITY ENGINEER, P.L.C. NO. 34029	

REVIEWED BY: FOR ACFC & WCD

SCALE 1"=10'

12 PLAN

SHEET 3 OF 3  
 JOB NO. 12-150-28-224  
 SCALE: NOT TO SCALE  
 DWG. NO. CASE: 1002

Enclosure 4

Permittee: City of San Leandro, POC: Mr. Nick Thom

File Number: 28654S

**Certification of Compliance  
for  
Nationwide Permit**

"I hereby certify that the work authorized by the above referenced File Number and all required mitigation have been completed in accordance with the terms and conditions of this Nationwide Permit authorization."

---

(Permittee)

---

(Date)

Return to:

Holly Costa  
U.S. Army, Corps of Engineers  
San Francisco District  
Regulatory Division, CESP-N-R-S  
1455 Market Street  
San Francisco, CA 94103-1398



Making San Francisco Bay Better

## Permittee's Copy

**PERMIT NO. M2004.014.01**  
 (Issued on December 23, 2004, As  
 Permit No. M04-14, and Amended  
 Through January 28, 2013)

City of San Leandro  
 835 E. 14<sup>th</sup> Street  
 San Leandro, California 94577

Ladies and Gentlemen:

### I. Authorization

A. Subject to the conditions stated below, the permittee, the City of San Leandro, is hereby authorized to do the following:

**Location:** In the Bay and within the 100-foot shoreline band, on and under the Monarch Bay Drive Bridge (previously known as the Neptune Drive Bridge), where it crosses Estudillo Canal, south of Fairway Drive, in the City of San Leandro, Alameda County.

**Description:** Partially In the Bay and Within the 100-foot Shoreline Band

Strengthen the ~~Neptune~~ Monarch Bay Drive Bridge by doing the following: (1) temporarily remove the existing paving over the two bridge abutments (one on either side of the canal) to access the backfill on the upland side of the abutments; (2) excavate behind the abutments and add soil to repair sinkholes; (3) construct a concrete skirt around the abutment wingwalls; (4) remove concrete riprap from an approximately 10,000-square-foot area near the abutments; (5) excavate 610 cubic yards of material from the canal banks to prepare the banks for new riprap and use the material as the backfill behind the abutments; (6) replace the excavated concrete riprap with approximately 9,500 square feet of engineered rock riprap layed down over filter fabric and "keyed in" at the toe consistent with Cal Trans standards; and (7) repave the bridge platform over the two abutments; (8) remove existing, failing riprap, restore the grade of the channel bank to its original slope at the time of bridge construction, and replace the removed concrete

riprap with approximately 200 cubic yards of engineered rock riprap placed over filter fabric and keyed in at the toe of the bank over a 2,080-square-foot area (Amendment No. One); and (9) clean and repair the underside of the bridge and clean and remove loose concrete and apply a sealant over approximately 7,200 square feet of the bridge's deck surface (Amendment No. One). The project would result in a slight increase in Bay volume and surface area.

B. This authority is generally pursuant to and limited by your application dated March 24, 2004 for the original permit, and your application dated April 30, 2012 requesting Amendment No. One, including its all accompanying exhibits and all conditions of this permit.

C. ~~Work authorized herein must in the original permit was to commence prior to December 17, 2005, and or this permit will lapse and become null and void. Such work must also be diligently pursued to completion and must was to be completed within two years of commencement, or by December 17, 2007, whichever is was earlier, unless an extension of time is was granted by amendment of the permit. Work authorized in Amendment No. One to this permit must commence prior to December 31, 2013, or this permit will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed within two years of commencement, or by December 31, 2015, whichever is earlier, unless an extension of time is granted by amendment of this permit.~~

## II. Special Conditions

The authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

~~C.~~ **A. Public Access Provisions.** During project construction, the permittee shall make every effort to minimize closures and impacts to the pedestrian and bicycle path that connects to and crosses the bridge. This existing public access path shall be open to the public after work hours and on weekends, whenever possible. Any closure of the path exceeding two days must be approved by or on behalf of the Commission. In addition, signs shall be installed at all public access entrances informing the public of why the area is closed, when it will be open, possible detours, and when project construction will be completed. Upon completion of construction, the public access path shall be restored to the condition it was in prior to commencement of construction.

### ~~D.~~ **B. Riprap**

1. **Riprap Material.** Riprap material shall be either quarry rock or specially cast or carefully selected concrete pieces free of reinforcing steel and other extraneous material and conforming to quality requirements for specific gravity, absorption, and durability specified by the California Department of Transportation or the U. S. Army Corps of Engineers. The material shall be generally spheroid-shaped.

The overall thickness of the slope protection shall be no more than three feet measured perpendicular to the slope. Use of dirt, small concrete rubble, concrete pieces with exposed rebar, large and odd shaped pieces of concrete, and asphalt concrete as riprap is prohibited.

2. **Riprap Placement.** Riprap material shall be placed so that a permanent shoreline with a minimum amount of fill is established by means of an engineered slope that is consistent with the existing slope on either side of the new riprap. The slope shall be created by the placement of a filter layer protected by riprap material of sufficient size to withstand wind and wave generated forces at the site.
3. **Riprap Plans**
  - a. **Design.** Professionals knowledgeable of the Commission's concerns, such as civil engineers experienced in coastal processes, should participate in the design of the shoreline protection improvements authorized herein.
  - b. **Plan Review.** No work whatsoever shall be commenced on the shoreline protection improvements authorized herein until final riprap plans have been submitted to, reviewed, and approved in writing by or on behalf of the Commission. The plans shall consist of appropriate diagrams and cross-sections that (1) show and clearly label the Mean High Tide Line, or a line five feet above Mean Sea Level in marshland, property lines, grading limits, and details showing the location, types, and dimensions of all materials to be used, (2) indicate the source of all materials to be used, and (3) indicate who designed the proposed shoreline protection improvements and their background in coastal engineering and familiarity with the Commission's concerns. Approval or disapproval of the plans shall be based upon (1) completeness and accuracy of the plans in showing the features required above, (2) consistency of the plans with the terms and conditions of this permit, (3) assuring that the proposed fill material does not exceed this permit, (4) the appropriateness of the types of fill material and their proposed manner of placement, and (5) the preparation of the plans by professionals knowledgeable of the Commission's concerns, such as civil engineers experienced in coastal processes. All improvements constructed pursuant to this permit shall conform to the final approved plans. No changes shall be made thereafter to any final plans or to the constructed shoreline protection improvements without first obtaining written approval of the change(s) by or on behalf of the Commission.
4. **Maintenance.** The shoreline protection improvements authorized herein shall be regularly maintained by, and at the expense of the permittee, any assignee, lessee, sublessee, or other successor in interest to the project. Maintenance shall include, but not be limited to, collecting any riprap materials that become dislodged and

repositioning them in appropriate locations within the riprap covered areas, replacing in-kind riprap material that is lost, repairing the required filter fabric as needed, and removing debris that collects on top of the riprap. Within 30 days after notification by the staff of the Commission, the permittee or any successor or assignee shall correct any maintenance deficiency noted by the staff.

C. Minimizing Impacts to Sensitive Species. In order to minimize impacts to sensitive species, all bank protection work in tidally exposed areas shall be done within four hours of low tides and performed when the area is dry. Any work in wet areas shall require the use of sediment curtains to contain disturbed sediments and turbid water (Amendment No. One).

~~A.~~ D. Debris Removal. All construction debris shall be removed to an authorized location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittee, its assigns, or successors in interest, or the owner of the improvements, shall remove such material, at its expense, within ten days after it has been notified by the Executive Director of such placement.

~~F.~~ E. Construction Operations. All construction operations shall be performed to prevent construction materials from falling, washing, or blowing into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittee shall immediately retrieve and remove such material at its expense.

~~B.~~ F. Abandonment. If, at any time, the Commission determines that the improvements in the Bay authorized herein, have been abandoned for a period of two years or more, or have deteriorated to the point that public health, safety or welfare is adversely affected, the Commission may require that the improvements be removed by the permittee, its assigns or successors in interest, or by the owner of the improvements, within 60 days or such other reasonable time as the Commission may direct.

~~E.~~ G. Notice to Contractor. The permittee shall provide a copy of this permit to any contractor or person working in concert with the permittee to carry out the activities authorized herein and shall point out the special conditions contained herein.

### III. Findings and Declarations

On behalf of the Commission, I find and declare that:

#### A. Minor Repair or Improvement.

1. Original Permit. The project authorized by this in the original permit involves the reinforcement of two bridge abutments and the replacement of 9,500 square feet of riprap and, therefore, is was an activity that involves: (1) the installation of new protective works and repairs to existing protective works, such as bulkheads and riprap, that constitute the minimum amount necessary to stabilize existing dikes and

banks or to provide improved fish or wildlife habitat and involves repairs to existing work(s) covering less than 10,000 square feet of the horizontal projection of the work below the line of highest tidal action, as defined in Regulation Section 10601(a)(2); an activity that involves routine repairs, reconstruction, replacement, removal, and maintenance that do not involve any substantial enlargement or change in use as defined in Regulation Section 10601(a)(6), and the placement of small amounts of inert inorganic fill in the shoreline band that ~~will~~ did not adversely effect present or possible future public access, as defined by Commission Regulation Section 10601(b)(1), and thus ~~is~~ was found to be a "minor repair or improvement" for which the Executive Director may issue a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a).

2. Amendment No. One. Work authorized by Amendment No. One involves repairs to the Monarch Bay Drive Bridge and replacing riprap with approximately 200 cubic yards of new, engineered rock riprap along the channel banks under the bridge to provide more slope stability. Thus, the project involves the installation of new protective works and repairs to existing protective works, such as bulkheads and riprap, that constitutes the minimum amount necessary to stabilize existing dikes and banks and would cover less than 10,000 square feet of the horizontal projection of the work below the shoreline, as defined in Regulation Section 10601(a)(2), and routine repairs, reconstruction, replacement, removal and maintenance, that does not involve any substantial enlargement or change in use in the Bay, as defined in Regulation Section 10601(a)(6), and thus, is a "minor repair or improvement" for which the Executive Director may issue an amendment to a permit pursuant to Regulation Section 10810.

B. C. Consistency with the McAteer-Petris Act and the Bay Plan. The project authorized by this permit is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay. Special Conditions II. ~~B, D, E, F, and G~~ A, B, D, E, and F are included to ensure that the project is constructed consistent with the project plans and in a manner that will minimize or avoid any adverse impacts to the Bay. Special Condition II. ~~A~~ C is included to minimize adverse impacts to the existing public access path during project construction as required by the Commission's public access policies. Special Condition II-C has been included pursuant to advice from NOAA's National Marine Fisheries Service to minimize impacts to sensitive fish species during bank stability work in the Bay (Amendment No. One).

C. D. Consistency with the Coastal Zone Management Act of 1972. The Commission further finds, declares, and certifies that the activity or activities authorized herein are consistent with the Commission's Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

~~D. E. **Environmental Document.** Pursuant to Section 15300 of the California Environmental Quality Act, the City of San Leandro determined that the project authorized by this permit is categorically exempt from the requirement to prepare an environmental impact report. Pursuant to Regulation Section 11501, the Commission finds that the project authorized by Amendment No. One is categorically exempt from the requirement to prepare an environmental impact report because the project is one in which the Commission may issue an administrative permit pursuant to Section 10601(a)(2) and (a)(6), will not have an adverse impact on an environmental resource or involve a hazard of critical concern, and will not have a cumulatively adverse impact when considered with successively similar projects.~~

~~E. F. **Listing.** Pursuant to Regulation Section 10620, this the original project was listed with the Commission on December 16, 2004.~~

#### IV. Standard Conditions

~~A. All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city and/or county in which the work is to be performed, whenever any of these may be required. This permit does not relieve the permittee of any obligations imposed by State or Federal law, either statutory or otherwise.~~

~~B. The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.~~

~~C. Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the permit and any plans approved in writing by or on behalf of the Commission.~~

~~D. Work must be performed in a manner so as to minimize muddying of waters, and if diking is involved, dikes shall be waterproof. If any seepage returns to the Bay, the permittee will be subject to the regulations of the Regional Water Quality Control Board in that region.~~

~~E. The rights, duties, and obligations contained in this permit are assignable. When the permittee transfers any interest in any property either on which the authorized activity will occur or which is necessary to the full compliance of one or more conditions to this permit, the permittee/transferor and the transferee shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignee executes and the Executive Director receives an acknowledgment that the assignee has read and understands the permit and agrees to be bound by the terms and conditions of the permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the permit.~~

~~F. Unless otherwise provided in this permit, all the terms and conditions of this permit shall remain effective for so long as the permit remains in effect or for so long as any use or construction authorized by this permit exists, whichever is longer.~~

~~G. Unless otherwise provided in this permit, the terms and conditions of this permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.~~

~~H. Unless otherwise provided in this permit, any work authorized herein shall be completed within the time limits specified in this permit, or, if no time limits are specified in the permit, within three years. If the work is not completed by the date specified in the permit, or, if no date is specified, within three years from the date of the permit, the permit shall become null and void. If a permit becomes null and void for a failure to comply with these time limitations, any fill placed in reliance on this permit shall be removed by the permittee or its assignee upon receiving written notification by or on behalf of the Commission to remove the fill.~~

~~I. Except as otherwise noted, violation of any of the terms of this permit shall be grounds for revocation. The Commission may revoke any permit for such violation after a public hearing held on reasonable notice to the permittee or its assignee if the permit has been effectively assigned. If the permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this permit shall be removed by the permittee or its assignee if the permit has been assigned.~~

~~J. This permit shall not take effect unless the permittee executes the original of this permit and returns it to the Commission within ten days after the date of the issuance of the permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.~~

~~K. Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this permit.~~

~~L. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.~~

~~M. Unless the Commission directs otherwise, this permit shall become null and void if any term, standard condition, or special condition of this permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this permit becomes null and void, any fill or structures placed in reliance on this permit shall be~~

~~subject to removal by the permittee or its assignee if the permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.~~

A. Permit Execution. This amended permit shall not take effect unless the permittee executes the original of this amended permit and returns it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.

B. Notice of Completion. The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

C. Permit Assignment. The rights, duties, and obligations contained in this amended permit are assignable. When the permittee transfers any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this amended permit, the permittee/transferor and the transferee shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignee executes and the Executive Director receives an acknowledgment that the assignee has read and understands the amended permit and agrees to be bound by the terms and conditions of the amended permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the amended permit.

D. Permit Runs With the Land. Unless otherwise provided in this amended permit, the terms and conditions of this amended permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

E. Other Government Approvals. All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This amended permit does not relieve the permittee of any obligations imposed by State or Federal law, either statutory or otherwise.

F. Built Project must be Consistent with Application. Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the amended permit and any plans approved in writing by or on behalf of the Commission.

G. Life of Authorization. Unless otherwise provided in this amended permit, all the terms and conditions of this amended permit shall remain effective for so long as the amended permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer.

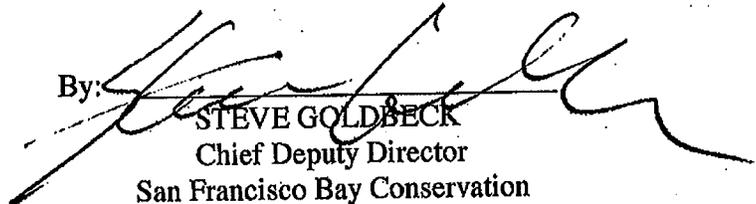
PERMIT NO. M2004.014.01

City of San Leandro

(Issued on December 23, 2004, As Permit No. M04-14,  
and Amended Through January 28, 2013)

Page 10

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and  
Development Commission on the date first above written.

By:   
STEVE GOLDBECK  
Chief Deputy Director  
San Francisco Bay Conservation  
and Development Commission

SG/MY/ra

cc: U. S. Army Corps of Engineers, Attn.: Regulatory Functions Branch  
San Francisco Bay Regional Water Quality Control Board,  
Attn.: Certification Section  
Environmental Protection Agency

\* \* \* \* \*

Receipt acknowledged, contents understood and agreed to:

Executed at San Leandro, Alameda Co.   
Applicant

On 2/1/2013 By: Nick Thom  
Senior Engineer  
Title



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
NATIONAL MARINE FISHERIES SERVICE  
Southwest Region  
501 West Ocean Boulevard, Suite 4200  
Long Beach, California 90802-4213

January 8, 2013

In response refer to:  
2012/9270

Lieutenant Colonel John K. Baker  
U.S. Department of the Army  
San Francisco District, Corps of Engineers  
1455 Market Street  
San Francisco, California 94103-1398

Dear Colonel Baker;

Thank you for your letter of November 6, 2012, requesting initiation of consultation with NOAA's National Marine Fisheries Service (NMFS) pursuant to section 7 of the Endangered Species Act of 1973 (ESA), as amended (16 U.S.C. § 1531 *et seq.*), and the essential fish habitat (EFH) provisions of the Magnuson-Stevens Fishery Conservation and Management Act (MSA). This response also serves as consultation under the Fish and Wildlife Coordination Act (FWCA) of 1934, as amended. These consultations pertain to an application from the City of San Leandro (City) to perform structural repairs to the Monarch Bay Drive Bridge and replace existing bank protection over Estudillo Canal, located along the San Francisco Bay shoreline at the southern end of the San Leandro Marina Park, in the City of San Leandro, Alameda County, California (U.S. Army Corps of Engineers File #28654S). The U.S. Army Corps of Engineers (Corps) proposes to authorize the City to perform this work pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 USC §403) and section 404 of the Clean Water Act of 1973 (33 USC §1344).

NMFS has reviewed the information provided with the Corps' letter of November 6, 2012. Additional information was provided by Nick Thom of the City of San Leandro by electronic mail and telephone in December 2012. The proposed project consists of (1) application of deck sealant to the road surface of the bridge; (2) removal and replacement of concrete to repair a crack underneath the north side of the bridge; and (3) removal of existing unsound bank protection and replacement with rock riprap under and adjacent to the north abutment of the bridge. Deck sealing activities will be done from atop the bridge. Prior to sealing, the area will be cleaned by abrasive blasting (*e.g.*, sand blasting), sweeping, and blowing with air. Deck sealant will be applied by mop or spray application. Concrete repair of the bridge will be conducted from the underside of the bridge. Existing cracked concrete will be removed with hand tools. New concrete will be poured into temporary concrete forms which will contain the wet concrete and form it to the bridge. A tractor and small excavator will be used to remove existing bank protection materials consisting of exposed rebar, asphalt, broken concrete debris, and other rubble. New rock riprap will be installed in its place along Estudillo Canal. Upon completion, placement of new riprap will result in a net increase of 85 cubic yards of hardscape materials along the bank.



To minimize potential impacts, the project has incorporated several measures to protect water quality and aquatic habitat in the vicinity. Bank protection work in tidally exposed areas will be scheduled within four hours of low tides, and will be performed in the dry. For work in wetted areas, sediment curtains will be used to contain disturbed sediments and turbid water. During deck sealing, no wash water, sealant, effluent, loose material, or other materials will be allowed to enter waters of Estudillo Canal or the San Francisco Bay. To prevent the introduction of wet concrete into tidally exposed or wetted areas below the bridge, concrete forms will be constructed and sealed in such a manner as to preclude leakage of wet concrete. Any debris that falls within the channel will be removed and appropriately disposed of. A City inspector will monitor construction operations to ensure implementation of measures protecting water quality and aquatic habitat.

The Corps has determined that the proposed project is not likely to adversely affect ESA-listed fish and designated critical habitat, and has requested NMFS' concurrence with this determination. Regarding EFH, NMFS evaluated the potential effects of this project and determined that the project may adversely affect EFH; however, NMFS determined that the project includes measures to avoid and minimize adverse effects, such that NMFS has no further EFH conservation recommendations to provide. This determination regarding EFH was provided by electronic mail message from Autumn Cleave of NMFS to Holly Costa of the Corps on December 19, 2012.

### **Endangered Species Act**

Available information indicates the following listed species (Evolutionarily Significant Units (ESU) or Distinct Population Segments [DPS] under the jurisdiction of NMFS may be affected by the proposed project:

**Central California Coast steelhead (*Oncorhynchus mykiss*) DPS**

threatened (71 FR 834; January 5, 2006)  
critical habitat (70 FR 52488; September 2, 2005); and

**North American green sturgeon (*Acipenser medirostris*) southern DPS**

threatened (71 FR 17757; April 7, 2006)  
critical habitat (74 FR 52300; October 9, 2009).

The life history of steelhead is summarized in Busby *et al.* (1996). Central California Coast (CCC) steelhead use San Francisco Bay primarily as a migration corridor while en route to the Pacific Ocean to rear as juveniles or to upstream areas to spawn as adults. Their migrations generally take place in the winter and spring months.

The life history of threatened green sturgeon in California is summarized in Adams *et al.* (2002) and NMFS (2005). The southern DPS of North American green sturgeon include a single spawning population in the Sacramento River. They have strong homing capabilities, which lead to high spawning site fidelity. Green sturgeon may be present in San Francisco Bay year-round. Adults return from the ocean in late winter and spring while en route to freshwater spawning sites in the upper Sacramento River. As juvenile green sturgeon age, they migrate downstream and live in the lower delta and bays and spend three to four years there before entering the ocean.

NMFS has evaluated the proposed project for potential adverse effects to threatened CCC steelhead, threatened green sturgeon, and designated critical habitat. The project site is located where Estudillo Canal meets San Francisco Bay. Estudillo Canal is a channelized and riprap stabilized waterway which is tidally influenced by San Francisco Bay. There are no freshwater tributary streams to the Estudillo Canal that support runs of anadromous ESA-listed steelhead. It is possible that listed steelhead may occasionally enter Estudillo Canal, or occur in San Francisco Bay in the vicinity of the project area during their migration to or from the Pacific Ocean. However, the occurrence of steelhead in the action area is expected to be remote due to the lack of nearby freshwater steelhead streams and the poor quality of estuarine habitat in the action area. Additionally, the applicant has proposed to perform work between September 1 and October 31, a period outside of the migration season for adult and juvenile steelhead in San Francisco Bay. Thus, NMFS anticipates no CCC steelhead will be present in the action area during construction. As presented below, impacts associated with construction will be temporary and fully dissipate when construction activities cease; therefore, any construction effects related to threatened CCC steelhead are anticipated to be discountable.

For threatened southern DPS green sturgeon, poor estuarine habitat conditions in Estudillo Canal limit the likelihood of this species occurrence in the action area. However, green sturgeon are present in San Francisco Bay year round and have the potential to be in the project vicinity during the proposed work period. The following considers potential project-related effects to the southern DPS of green sturgeon.

Construction activities in tidal and submerged areas, such as proposed for this project, have the potential to affect fish by exposing them to impaired water quality. For this project, effects to green sturgeon are not expected, because the use of silt curtains and restricting construction activities to periods of low tide are expected to effectively preclude green sturgeon from the project site during work activities. In addition, green sturgeon are unlikely to occur in the action area, because the habitat in Estudillo Canal is poor and the project's in-water footprint is very small (i.e. approximately 80 linear feet). The project's proposed measures are anticipated to prevent the introduction of construction materials, debris, and sediment to the waters of Estudillo Canal and adjacent San Francisco Bay. With regard to construction activities, effects to water quality are expected to be limited to turbidity in a very small area immediately adjacent to the shoreline, behind silt curtains, and have an insignificant effect on threatened green sturgeon.

The action area is located within designated critical habitat for CCC steelhead and the southern DPS of green sturgeon. Primary constituent elements (PCEs) of designated critical habitat for CCC steelhead include estuarine areas free of obstruction with water quality, water quantity, and salinity conditions supporting juvenile and adult physiological transitions between fresh- and saltwater; natural cover such as submerged and overhanging large wood, aquatic vegetation, large rocks and boulders, and side channels; and juvenile and adult forage, including aquatic invertebrates and fishes, supporting growth and maturation. The PCEs of designated critical habitat for the southern DPS of green sturgeon in estuarine areas include food resources, water flow, water quality, migratory corridor, water depth, and sediment quality. PCEs include sites essential to support one or more life stages of the species. These sites in turn contain physical and biological features that are essential to the conservation of the species.

The proposed project will affect designated critical habitat by resulting in a net increase of 85 cubic yards of bank protection. The 85 cubic yards of additional will be restricted to the bank of Estudillo Canal, which is already extensively channelized and stabilized, lacks significant amounts of submerged aquatic vegetation, and offers limited habitat value for steelhead and sturgeon. Considering the available aquatic habitat area in San Francisco Bay and the very small area of shoreline permanently affected by the placement of riprap, the proposed action is not expected to degrade PCEs for listed fish.

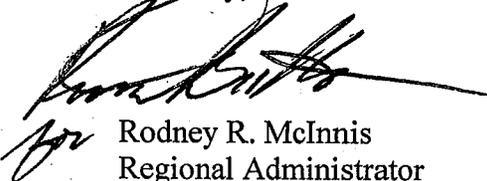
Based on the best available information, NMFS concurs with the Corps' determination that ESA-listed steelhead, green sturgeon, and designated critical habitat are not likely to be adversely affected by this project. This concludes consultation in accordance with 50 CFR 402.13(a) for the proposed structural repairs and associated bank protection at the Monarch Bay Drive Bridge over Estudillo Canal, located along the San Francisco Bay shoreline at the southern end of the San Leandro Marina Park, in the City of San Leandro, Alameda County, California. However, further consultation may be required if (1) new information becomes available indicating that listed species or critical habitat may be affected by the project in a manner or to an extent not previously considered; (2) current project plans change in a manner that causes an effect to listed species or critical habitat in a manner not previously considered; or (3) a new species is listed or critical habitat designated that may be affected by the action.

#### **Fish and Wildlife Coordination Act**

The purpose of the FWCA is to ensure that wildlife conservation receives equal consideration, and is coordinated with other aspects of water resources development [16 U.S.C. 661]. The FCA establishes a consultation requirement for federal departments and agencies that undertake any action that proposes to modify any stream or other body of water for any purpose, including navigation and drainage [16 U.S.C 662(a)]. Consistent with this consultation requirement, NMFS provides recommendations and comments to federal action agencies for the purpose of conserving fish and wildlife resources. The FWCA allows the opportunity to offer recommendations for the conservation of species and habitats beyond those currently managed under the ESA and MSA. NMFS has no FWCA recommendations to provide for this project, because the project has proposed measures that adequately protect the marine environment.

If you have any questions about these comments, please contact Darren Howe at (707) 575-3152 or [darren.howe@noaa.gov](mailto:darren.howe@noaa.gov).

Sincerely,



Rodney R. McInnis  
Regional Administrator

cc: Holly Costa, San Francisco, California  
Copy to file #151422SWR2012SR01904

**Literature Cited**

- Adams, P.B., C.B. Grimes, J.E. Hightower, S.T. Lindley, and M.L. Moser. 2002. Status Review for North American Green Sturgeon, *Acipenser medirostris*. National Marine Fisheries Service, Southwest Fisheries Science Center. 49 pages. [Document available at: <http://www.nwr.noaa.gov/Other-Marine-Species/upload/grn-sturgeon-status.pdf>]
- Busby, P.J., T.C. Wainwright, G.J. Bryant, L. Lierheimer, R.S. Waples, F.W. Waknitz, and I.V. Lagomarsino. 1996. Status review of West Coast steelhead from Washington, Idaho, Oregon and California. United States Department of Commerce, National Oceanic and Atmospheric Administration Technical Memorandum NMFS-NWFSC-27. 261 pages.
- NMFS (National Marine Fisheries Service). 2005. Green Sturgeon (*Acipenser medirostris*) Status Review Update. National Marine Fisheries Service, Southwest Fisheries Science Center. 31 pages. [Document available at: <http://swr.nmfs.noaa.gov/psd/Final%20Green%20Sturgeon%20Status%20Review%20Update.pdf>]

RECEIVED  
CORPS OF ENGINEERS  
LEEDS DISTRICT DIVISION

2013 JAN 10 P 2:31

RECEIVED  
CORPS DISTRICT



State of California – The Natural Resources Agency

EDMUND G. BROWN, Jr, Governor

DEPARTMENT OF FISH AND GAME

Bay Delta Region  
7329 Silverado Trail  
Napa, California 94558  
(707) 944-5520  
[www.dfg.ca.gov](http://www.dfg.ca.gov)



RECEIVED  
CITY OF SAN LEANDRO

AUG 22 2012

ENG / TRANS.

August 20, 2012

Nick Thom  
City of San Leandro  
Engineering and Transportation Department  
Civic Center, 835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

Subject: Notification of Lake or Streambed Alteration No. 1600-2012-0153-R3  
Bridge Maintenance and Repair 2011 – Monarch Bay Drive Impacting  
Estudillo Canal, Tributary to San Francisco Bay, Alameda County

Dear Mr. Thom:

The Department had until August 7, 2012 to submit a draft Lake or Streambed Alteration Agreement ("Agreement") to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to August 7, 2012. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Marcia Grefsrud, Environmental Scientist, at (707) 644-2812 or [mgregsrud@dfg.ca.gov](mailto:mgregsrud@dfg.ca.gov).

Sincerely,

Ar

Liam Davis  
Habitat Conservation Supervisor  
Bay Delta Region

cc: Lieutenant Christensen  
Marcia Grefsrud



**JARPA**

Received 5/10/12  
 Amount received \$1673.00  
 City of San Leandro  
 Check # 194112

**SAN FRANCISCO BAY AREA**  
 JOINT AQUATIC RESOURCE PERMIT APPLICATION

M. Grefsrud  
 LT. Christensen  
 WDN O'Brien

**This form is for use in San Francisco, Contra Costa, Alameda Counties, Marin County (except Estero San Antonio watershed), San Mateo County (except Gazos Creek Watershed), and the portions of the following counties that drain to San Francisco Bay: Sonoma, Napa, Solano, Santa Clara**

Fish & Game

MAY 10 2012

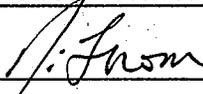
**Please consult JARPA Instructions before completing the form**

Yountville

Copies of this form are being submitted to the following agencies:

Agency	Contact	Phone	Type of Application	Application/ Permit #	Status
<input checked="" type="checkbox"/> San Francisco Bay Regional Water Quality Control Board (RWQCB)			CWA Section 401 Permit and/or Waste Discharge Requirements		In Review
<input checked="" type="checkbox"/> US Army Corps of Engineers (Corps)			Section 404 Nationwi		In Review
<input checked="" type="checkbox"/> CA Dept of Fish and Game (DFG)			Water Application		In Review
<input type="checkbox"/> US Environmental Protection Agency (EPA)			CWA 404 Individual		Select One
<input type="checkbox"/> US Fish and Wildlife Service (FWS)			As suggested by US EPA for Sec. 7 consultation		Select One
<input type="checkbox"/> National Marine Fisheries Service (NMFS)			As suggested by US EPA for Sec. 7 consultation		Select One
<input type="checkbox"/> US Coast Guard			Section 9 Bridge		Select One
<input checked="" type="checkbox"/> San Francisco Bay Conservation and Development Commission (BCDC)			Administrative Permit		In Review
<input type="checkbox"/> CA Lands Commission			Select One		Select One
<input type="checkbox"/> Federal Funding Agency					Select One
<input type="checkbox"/> Lead Local Agency			CEQA		Select One
<input type="checkbox"/> Other Local Agency			Local Permit		Select One
<input type="checkbox"/> Other Local Agency			Local Permit		Select One

**SECTION ONE – TO BE COMPLETED BY ALL APPLICANTS**

<b>Box 1 Project Name</b> Bridge Maintenance and Repair 2011 – Monarch Bay Drive		<b>Applicant Name</b> Nick Thom	
Business/Agency City of San Leandro			
Mailing Address 835 East 14 <sup>th</sup> Street, San Leandro, CA 94577			
Work Phone 510-577-3431	Cell Phone 925-899-9671	Fax # 510-577-3294	E-mail Address nthom@sanleandro.org
Relationship of applicant to property: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Purchaser <input type="checkbox"/> Lessee <input type="checkbox"/> Other			
Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed, in-progress or completed work. I agree to start work <u>only</u> after all necessary permits have been received.			
<b>Signature of applicant</b> 			Date 4/30/2012

<b>Box 2 Authorized Agent/Operator Name and Signature</b>			
Mailing Address			
E-mail Address			
Work Phone	Home Phone	Fax #	Cell Phone #
I hereby designate the above named authorized agent to act as my agent in matters related to this application for permit(s). I understand that I am bound by the actions of my agent and I understand that if a federal or state permit is issued, I, or my agent, must sign the permit.			
<b>Signature of applicant</b>			Date mo/date/year
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate.			
<b>Signature of authorized agent</b>			Date mo/date/year

<b>Box 3 Name of property owner(s), if other than applicant.</b>			
Mailing Address			
E-mail Address			
Work Phone	Home Phone	Fax #	Cell Phone #
I understand I am bound by actions of authorized agent and/or the applicant.			
<b>Signature of property owner</b> (except public entity landowners)			Date mo/date/year

**This page must be signed by the applicant, property owner and agent to be considered complete.**

**Box 4 Location, including street address, city, county, zip code where proposed activity will occur**

Work will occur on and around an existing bridge that carries Monarch Bay Drive over the Estudillo Canal. The bridge is located approximately 1800 feet South of the intersection of Monarch Bay Drive and Fairway Drive in San Leandro, Alameda County, 94577

Waterbody (if known): Estudillo Canal

Tributary to: San Francisco Bay

Latitude & longitude if known:

Lat 37d 41' 28.6" North

Long 122d 11' 1.6" West

Zoning Designation: n/a zoning code does not apply to public right of way.

Assessors parcel number:  
n/a

Section, Township, Range, USGS Quadrangle Map,  
Latitude/Longitude:  
Unnumbered section, T2S, R3W, San Leandro  
7.5 minute quadrangle

**Box 5 Existing site conditions:** Describe the existing condition of the site, including wetlands, channels, streams, ponds, seeps and ditches, and other jurisdictional features. Include information on elevations, vegetation, property use, and structures. Use additional pages if necessary. **If any portion of the proposed activity has already been initiated or completed on this property, indicate type of activity and month and year of completion, if applicable:**

Bridge 33C104 carries Monarch Bay Drive over the Estudillo Canal; this segment of the roadway is used for maintenance vehicles and the San Francisco Bay Trail.

The bridge is a reinforced concrete slab supported by reinforced concrete piles and abutments consisting of concrete walls with foundations. There is a loss of soil material around the northern abutment and spalling of concrete on the underside of the deck.

Estudillo Canal is approximately 200 feet wide at the crossing. The banks of the canal are lined with rubble and construction debris.

Northwest of the road and canal lies Marina Park, a City park with picnic areas, a par course, play structures, and a large grass field.

Northeast and Southeast of the road and canal lies the Tony Lema Golf Course, a City owned facility that is operated by American Golf Corporation under a lease agreement.

Southwest of the road and canal is the San Francisco Bay.

**Box 6 Proposed project starting date: 9/2012**

Estimated duration of activity: 2 months Estimated completion date: 10/31/2012

Will the project be constructed in stages?  Yes  No

Describe any anticipated activities that will take place during the rainy season (October to April)?

Deck seal, concrete repair, and installation of rip rap as described below may occur in October.

**Box 7 Description of the proposed project:** Use as many pages as necessary to describe the project as completely as possible. Describe the area within the project site that will be used each for development features and open space. Include construction plans pertaining to the project. For additional guidance on what to include, refer to the instructions.

This is a bridge maintenance project consisting of a deck seal, concrete repair, and installation of rip rap. Locations and dimensions of work is shown on the attached plans titled 'Bridge Maint and Repair 2011, Monarch Bay Drive Bridge' and dated 4/16/2012. The bridge spans the Estudillo Canal which is not listed in the basin plan but which does drain to the San Francisco Bay.

The deck seal activity will involve cleaning the deck, removing loose concrete from the deck, and applying a sealant to the deck. The final work product will have no impact on either the canal or the San Francisco Bay. This work may be done by hand or with truck mounted sweepers and sprayers. The deck area is 7,200 sf or 0.16 acres.

The concrete repair will involve removal of unsound concrete on the underside of the bridge, cleaning the remaining concrete, and installing new concrete. The final work product will have no impact on either the canal or the San Francisco Bay. This work will be done with hand tools. The concrete repair is approximately 100sf and is included in area listed above for deck sealing.

The installation of rip rap will involve removing existing rock and debris, restoring the canal bank to its original grade, excavating a key, and installing new rip rap, all at the northern abutment. The existing bank is covered with broken concrete (with rebar) and asphalt as well as rocks. There is no vegetation within the limits of rip rap installation. The final work product will include fabric under the rip rap to reduce sediment moving from the bank into the bay. The new rip rap will not contain any concrete, rebar, or asphalt and therefore should reduce pollutant loading from those sources. Overhead clearance is very limited under the bridge; this work will be done with a small excavator and tractor. The rip rap replacement will cover 2080 sf or 0.05 acres.

This project will not change any drainage patterns, and will not involve dewatering.

Specify the equipment and machinery to be used to complete the project

Powered hand tools such as a concrete saw and chipping hammer will be used to remove the spalling concrete. A small excavator or front end loader will be used to move rubble, soil, and rip rap.

Will water be present in the waterbody during the proposed work period?

Yes  No

Will the proposed project require work in the wetted portion of the channel?

Yes (enclose a plan to divert water around the worksite)  No

See plans for work within the wetted portion of the canal. The applicant proposes that installing and subsequently removing a coffer dam will cause more sediment to enter the bay than performing the work behind a sediment screen.

**Purpose of the proposed project:**

Extend life of existing structure with no increase in capacity or use.

**Environmental Documents (non-CEQA):** List any environmental studies, surveys, etc. that have been prepared for the project and/or the project site. Provide the date of the document and the name of the individual, firm, or agency that prepared it. Attach additional pages as needed. See instructions.

A Natural Environmental Study dated March 2012 has been prepared by Environmental Science Associates. A copy is included with this application.

See special section of the instructions on drawings, figures and photographs. Attach figures, maps, and directions to the project site. One set of original or good quality reproducible drawings must be attached to applications to each agency. Applicants are encouraged to submit photographs of the project site, but these do not substitute for drawings. BCDC, the Corps Of Engineers and Coast Guard require at least one set of drawings on 8-1/2 x 11 inch sheets.

**Box 8A Placement of Structures And/Or Fill Material in Waters under Army Corps Jurisdiction**

- ◆ Will fill be placed below the ordinary high water line for fresh waters?  Yes  No
- ◆ Will rock, fill, bulkhead, pilings, structures or other material be placed waterward of the mean high water line for tidal waters?  Yes  No
- ◆ Will fill be placed below the high tideline in tidal waters?  Yes  No

If applicable, number of linear feet of impact 80 lineal feet

Amount of **total** fill - 200 cubic yards, 2080 square feet, 0.05 acreage

Amount of fill **below the ordinary high water mark or high tide line** 190 cubic yards .048 acreage

Type of fill soil and rip rap

Material source to be determined

**Box 8B Waterway Impacts: Placement of Structures and/or Fill in Waters of the State**

Will the project or activity involve work in the bed, bank or channel of a river, stream (including seasonal streams), or lake?  No  Yes

If yes, describe both temporary and permanent impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Estudillo Canal is not a river, stream, or lake. Limits of work are described in box 8A.

Will the project affect any vegetation?  No  Yes. If yes, complete Box 17-FG11

**Box 9 Impacts on Wetlands**

◆ Will the proposed project have temporary or permanent impacts to wetlands, including isolated wetlands, seasonal wetlands, managed wetlands or on tide or submerged lands (i.e. fill, flooding, draining)?  Yes  
 No

If yes, please describe the wetlands, using additional pages as necessary. Provide one or more photographs of the existing conditions.

There are no wetlands within the project limits. Saline emergent wetland exists approximately 200 feet upstream of the project limits. A description of this habitat is included in the Natural Environmental Study that is attached.

- ◆ If a wetlands delineation has been completed, please submit it with application.  Yes, Attached  No
- ◆ If a geology or soils report has been prepared, please submit with application.  Yes, Attached  No

**Box 10 Potential for Impacts to Threatened and Endangered Species**

Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?  Yes  No  Unknown

If yes, list here

There are no special status plant species that will be impacted by the project. The project has the potential to impact the following animal species: Green Sturgeon, Longfin Smelt, Pacific Herring, Chinook Salmon, Steelhead, California Clapper Rail, California Brown Pelican, Double-crested Cormorant, California Least Tern, Cooper's Hawk, and the White tailed Kite.

Identify the source(s) of information that supports a "yes" or "no" answer above:  
Information on impacts to species is contained in the Natural Environmental Study listed in box seven.

Have surveys, using US Fish and Wildlife Service protocols, for possible listed species been conducted?  
 Yes, Attached  No

If a federal or state listed species is being impacted, a biological assessment or study may be required to evaluate potential project impacts on biological resources. Has such a study been completed?  Yes, Attached  No

Has a hydrological study been completed for the project or project site?  Yes, Attached  No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

**Box 11. Avoidance of Impacts**

Provide a full, technically accurate description of the entire activity and associated environmental impacts, including areas outside of jurisdictional waters. (90 percent of applications to the Regional Board require an Alternatives Analysis.) See instructions.

This is a bridge maintenance project consisting of a deck seal, concrete repair, and installation of rip rap. Locations and dimensions of work is shown on the attached plans titled 'Bridge Maint and Repair 2011, Monarch Bay Drive Bridge' and dated 4/16/2012. The bridge spans the Estudillo Canal which is not listed in the basin plan but which does drain to the San Francisco Bay.

The deck seal activity will involve cleaning the deck, removing loose concrete from the deck, and applying a sealant to the deck. The wash effluent, loose material, and sealant all have the potential to be spilled into the canal during construction. The final work product will have no impact on either the canal or the San Francisco

Bay. This work may be done by hand or with truck mounted sweepers and sprayers. The deck area is 7,200 sf or 0.16 acres.

The concrete repair will involve removal of unsound concrete on the underside of the bridge, cleaning the remaining concrete, and installing new concrete. The existing concrete to be removed and the new concrete have the potential to be spilled into the canal during construction. The final work product will have no impact on either the canal or the San Francisco Bay. This work will be done with hand tools. The concrete repair is approximately 100sf and is included in area listed above for deck sealing.

The installation of rip rap will involve removing existing rock and debris, restoring the canal bank to its original grade, excavating a key, and installing new rip rap, all at the northern abutment. This work has the potential to increase sediment in the canal during construction. The existing bank is covered with broken concrete (with rebar) and asphalt as well as rocks. There is no vegetation within the limits of rip rap installation. The final work product will include fabric under the rip rap to reduce sediment moving from the bank into the bay. The new rip rap will not contain any concrete, rebar, or asphalt and therefore should reduce pollutant loading from those sources. Overhead clearance is very limited under the bridge; this work will be done with a small excavator and tractor. The rip rap replacement will cover 2080 sf or 0.05 acres.

This project will not change any drainage patterns, and will not involve dewatering.

### **Box 12 Mitigation**

Describe the size, type, location, function, and values of the proposed mitigation and a time line for implementation. Describe success criteria, monitoring, and long-term funding, management, and protection of the mitigation site. Attach A Mitigation Plan, if needed. Attach additional pages as needed. See instructions and contact APPROPRIATE AGENCY staff for additional assistance.

Impacts to the waters of the State due to the decksealing activities will be avoided by collecting all effluent, loose material, excess sealant before it leaves the bridge and legally disposing of it off site. This mitigation measure will be monitored by a City inspector during construction. Success will require capture of 100% of the effluent, material, and effluent.

Impacts to the waters of the State due to concrete repair will be avoided by collecting all demolition debris from the ground and legally disposing of it offsite. Additionally, a sediment curtain will be installed in the water around the work area. All debris that falls within the curtained area will be removed and legally disposed at an offsite location. This mitigation measure will be monitored by a City inspector during construction. Success will require capture of 100% of the demolition debris.

The potential for impacts to the waters of the State due to installation of rip rap have been minimized by reducing the area of work to the minimum that will achieve project goals. Impacts to the waters of the State due to installation of rip rap will be avoided by restricting the work to the period of September 1 to November 30, by performing work below the water line only within 4 hours of low tide, and by installing a sediment curtain in the water around the work area. This mitigation measure will be monitored by a City inspector during construction. Success will require working within the specified hours within the specified date range and maintaining a curtain continuously throughout the work process.

All mitigation measures proposed in the Natural Environmental Study will be implemented.

**Box 13 Excavation And/Or Dredging**

**For Non-Navigational Dredging Projects (construction, flood control, remediation, etc.) that do not propose disposal or reuse of dredged materials in aquatic environments [Navigational Dredging Projects or Dredging Projects that Propose Aquatic Placement of Dredged Material for which Testing may be Needed should be completed through the Dredged Material Management Office (DMMO)].**

Will excavation or dredging be required in water or wetlands?  Yes  No

If dredging or excavation:

- ◆ Volume: 160 (cubic yards)/area .05 (acres)/80 (linear feet of channel)
- ◆ Composition of material to be removed: soil, rubble, and construction debris such as concrete, brick, and asphalt
- ◆ Disposal location for excavated material: Material will be disposed of off site, at a location to be determined
- ◆ Method of dredging: The material will be removed by a small excavator or front end loader.
- ◆ Purpose of the dredging: Material will be removed because it is a source of pollution, to restore the canal bank to its original profile, and to install a key so that the bank will be stable when the project is complete.
- ◆ Estimated future maintenance dredging required annually: 0 cubic yards
- ◆ Additional information to be provided in an attachment  Yes  No

**Box 14 Environmental Impact Documentation**

Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?

Yes (Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each)

No (Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared)

- Notice of Exemption       Mitigated Negative Declaration       NEPA document (type): \_\_\_\_\_
- Initial Study       Environmental Impact Report       CESA document (type): \_\_\_\_\_
- Negative Declaration       Notice of Determination (Enclose)       ESA document (type): \_\_\_\_\_
- THP/ NTMP       Mitigation, Monitoring, Reporting Plan

State Clearinghouse Number (if applicable)

Has a CEQA lead agency been determined?  Yes  No

If yes, CEQA Lead Agency City of San Leandro  
Contact Person Phil Millenbah  
Telephone Number 510-577-3327

If the project described is part of a larger project or plan, briefly describe the larger project or plan.

This project is not part of a larger project or plan.

**Box 15 Public Notice** Has a federal agency or the applicant provided public notice of this application for water quality certification?

**Federal Agency**  Yes If yes, date, , and  No

**Applicant**  Yes If yes, date, , and  No

**Other**  Yes If yes, date, , and  No

If public notice has not been made, please provide the names, addresses and telephone numbers of adjoining property owners, lessees, etc. (Note that local governments may require additional notice – consult your local government agency.)

Name	Address	Phone number
City Of San Leandro	835 East 14 <sup>th</sup> Street San Leandro, Ca 94577	510-577-3428
American Golf Corporation	13800 Monarch Bay Drive San Leandro, Ca, 94577	510-895-2162
American Golf Corporation, Headquarters	2951 28 <sup>th</sup> Street Santa Monica, Ca, 90405	310-664-4000

**Box 16 Site Inspection**

In the event that public agencies determines that a site inspection is necessary, I hereby authorize public agency representatives to enter the property where the project described in this application will take place at any reasonable time, and hereby certify that I am authorized to grant public agency representatives such entry.

I request agencies first contact (insert name) \_\_\_\_\_ at (insert telephone number) \_\_\_\_\_ to schedule a date and time to enter the property where the project described in this application will take place. I understand that this may delay the issuance of project permits.

**End of Section One**

**Section Two – Agency Specific Requirements for Project Permitting**

**Box 17 Department of Fish and Game – Projects Adjacent to Creeks, Streams, Lakes, and the Bay**

This project does not involve this agency (no additional questions completed)

**FG4. AGREEMENT TERM REQUESTED**

Regular (5 Years or less)     Long Term (greater than 5 years)

Project Term		Seasonal Work Period		Number of work days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	
2012	2015	9/1	10/31	35

**FG5. AGREEMENT TYPE**

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.

A.	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A)    Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B)    THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)
F.	<input type="checkbox"/> DFG Fisheries Restoration Grant Program (FRGP) FRGP Contract Number: _____
G.	<input type="checkbox"/> Master
H.	<input type="checkbox"/> Master Timber Harvesting

**FG6. FEES**

	A. Project	B. Project Cost	C. Project Fee
1	Bridge Maint and Repair 2011 – Monarch Bay Drive	\$240,000	\$1,673.00
2			
3			
4			
5			
		D. Base Fee (if applicable)	
		<b>E. TOTAL FEE ENCLOSED</b>	\$1,673.00

**FG7. PRIOR NOTIFICATION OR ORDER**

**A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?**

Yes (Provide the information below)       No

Applicant: City of San Leandro Notification Number: 2004-0220-3 Date: 7-6-2004

The rip rap portion of this project was previously approved by the above permit. The deck seal and concrete repair have not been previously submitted.

**B. Is this notification being submitted in response to an order, notice, or other directive ("order") by a court or administrative agency (including the Department)?**

No       Yes (Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)

Continued on additional page(s)

**FG8. PROJECT LOCATION**

*Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway*

**D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?**       Yes       No       Unknown

**E. County**      Alameda County

F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. 1/4 Section
San Leandro	2S	3W	Not numbered	

**K. Meridian (check one)**       Humboldt       Mt. Diablo       San Bernardino

**L. Assessor's Parcel Number(s)**

n/a

**M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)**

<b>Latitude/Longitude</b>	Latitude: Lat 37d 41' 28.6" North		Longitude: Long 122d 11' 1.6" West	
	<input checked="" type="checkbox"/> Degrees/Minutes/Seconds		<input type="checkbox"/> Decimal Degrees <input type="checkbox"/> Decimal Minutes	
<b>UTM</b>	Easting:	Northing:	<input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11	
<b>Datum used for Latitude/Longitude or UTM</b>	<input type="checkbox"/> NAD 27		<input checked="" type="checkbox"/> NAD 83 or WGS 84	

**FG9. PROJECT CATEGORY AND WORK TYPE** (Check each box that applies)

PROJECT CATEGORY	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR/MAINTAIN EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diversion structure – weir or pump intake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal – pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing : Horizontal Directional Drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FG11 PROJECT IMPACTS		
B. Vegetation Type	Temporary Impact	Permanent Impact
Ruderal annual grassland that is regularly mowed may be used for an equipment staging area.	Linear feet: <u>50</u> Total area: <u>500 sf</u>	Linear feet: <u>0</u> Total area: <u>0</u>
C. Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
n/a	none	

Continued on additional page(s)

**FG12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES**

**C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.**

The following measures will mitigate the impact of the work on fish, wildlife, and plants:  
 Work is restricted to the period between 9/1 and 10/31  
 Work in the water will be contained with a sediment curtain  
 Work in areas that are wet is limited to within 4 hours of low tide  
 Work areas will be surveyed for bats and mice before construction  
 Workers will be educated on protecting mice  
 A mouse exclusion fence will be constructed around the work area

Refer to the Natural Environmental Study dated March 2012 by Environmental Science Associates for more detailed descriptions of these measures.

**FG 13. PERMITS**

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. CWA 401 Permit, Regional Water Quality Control Board	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
B. NWP section 404 permit, Army Corps of Engineers	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
C. Administrative Permit, SF Bay Conservation and Development Commission	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
D. Unknown whether <input type="checkbox"/> local, <input type="checkbox"/> state, or <input type="checkbox"/> federal permit is needed for the project. (Check each box that applies)		

Note that the rip rap portion of this work has been previously permitted by each of the above entities but those permits have expired and new applications have been made.

**FG 14 ENVIRONMENTAL REVIEW**

Has an environmental filing fee (DFG Code section 711.4) been paid?

Yes (Enclosed)       No (Explain why it has not been paid)

**FG 16. DIGITAL FORMAT**

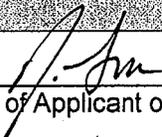
Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

Yes (Please enclose the information via digital media with the completed notification form)

No

**FG 17. SIGNATURE**

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

 \_\_\_\_\_ 4/30/12  
Signature of Applicant or Applicant's Authorized Representative      Date

Nick Thom, Senior Engineer, City of San Leandro  
Print Name

**End of BOX 17**

<b>Box 18 Bay Conservation and Development Commission – Projects on the Shore of the San Francisco Bay or Other BCDC Areas of Jurisdiction</b>	
<input type="checkbox"/> <b>This project does not involve this agency (no additional questions completed)</b>	
Does the project involve development within the primary management area of the Suisun Marsh? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide any relevant Duck Club number(s):	Does the project involve development within the 100-foot shoreline band around San Francisco Bay? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No San Francisco Bay Plan Shoreline Designation
Length of shoreline on the project site, in feet: 80	Length of shoreline of any adjacent property owned by the owner of the project site, in feet: 0
Area reserved for non-public access uses: 0 Sq. Feet	Area reserved for public access: 0 Sq. Feet
Total size of underwater and tidal areas of the project site: 1975 Sq. Feet	ID Number(s) of previous BCDC permit(s) issued for work on this site: M04-14
<b>Total cost of project. (This means the fair market value of the project, including materials, labor, machine rentals, etc.)</b> <b>\$ 240,000</b> <b>Processing Fee</b> _____	
<b>Bay Fill Information</b> - Fill means earth or any other substance or material, including pilings or structures placed on pilings, and structures floating at some or all times and moored for extended periods such as houseboats and floating docks. <ul style="list-style-type: none"> <li>▪ Total Volume of solid fill to be placed in water or marsh areas: <u>5400</u> cubic feet</li> <li>▪ Area to be covered with solid fill: <u>2080</u> square feet</li> <li>▪ Area to be covered with floating fill: <u>0</u> sq feet</li> <li>▪ Area to be covered with pile-supported fill: <u>0</u> sq feet</li> <li>▪ Area to be covered with cantilevered fill: <u>0</u> sq feet</li> <li>▪ Salt pond area to be filled: <u>0</u> sq feet</li> <li>▪ Managed wetland area in the primary management</li> <li>▪ Area of the Suisun Marsh to be filled: <u>0</u> sq feet</li> <li>▪ Area on new fill to be reserved for private, commercial, or other uses: <u>0</u> sq feet</li> <li>▪ Area on new fill to be reserved for public access: <u>0</u> sq feet</li> <li>▪ What is the basic purpose of the new fill in the Bay, salt pond, managed wetland, or certain waterway?</li> </ul> <p><b>Information on Fill to be provided in an attachment</b></p> <ul style="list-style-type: none"> <li>▪ Please specify the area of fill, in square feet, proposed to be covered in structures; used for roads; used for parking; used for pathways and sidewalks; covered with landscaping; used for piers, docks, and other maritime related purposes; placed for shoreline protection; and used for other purposes (specify uses).</li> <li>▪ Please provide dimensions of portions of all structures to be built on new fill, including length, width, area, height and number of stories.</li> <li>▪ Please provide one or more photographs of existing shoreline conditions.</li> </ul> <p><b>Provide the following information to justify the proposed fill in an attachment:</b></p> <p>BCDC can approve new fill for only five purposes: (1) accommodating a water-oriented use; (2) improving shoreline appearance; (3) providing new public access to the Bay; (4) accommodating a project that is necessary to the health, safety, or welfare of the public in the entire Bay Area; and (5) accommodating a project that is consistent with either: (1) the Suisun Marsh Preservation Act and the Suisun Marsh Protection Plan; or (2) the Suisun Marsh Local Protection Program. Please explain how the project is consistent with one or more of these purposes.</p> <ul style="list-style-type: none"> <li>▪ If the fill is to be used for improving shoreline appearance or providing new public access to the Bay, please explain why it is physically impossible or economically infeasible to accomplish these goals without filling the Bay.</li> <li>▪ Please explain how the fill will result in a stable and permanent shoreline.</li> <li>▪ Please explain the steps that will be taken to assure that the project will provide reasonable protection to persons and property against hazards of unstable geologic or soil conditions or of flood or storm waters.</li> <li>▪ Please provide the names, addresses, and telephone numbers of any licensed geologists, engineers, or architects involved in the project design who can provide technical information and certify to the safety of the project.</li> </ul>	

**BOX 18 (CONTINUED)**

- Please explain:

1. What possible effects the proposed fill would have on the Bay Area, such as (1) any impact on the volume of Bay waters, on Bay surface area, or on the circulation of Bay water; (2) any impact on water quality; (3) any impact on the fertility of marshes or fish and wildlife resources; and (4) any impact on other physical conditions that exist within the area which would be affected by a proposed project, including land, air, water, minerals, flora, fauna, noise, or objects of historic or aesthetic significance; and

2. How the nature, location, and extent of the proposed fill would minimize any possible harmful conditions or effects.

- Please explain how the public benefits of the project would exceed the public detriment from the loss of water or marshlands.
- For marina projects, please indicate how many berths, if any, are to be made available for live-aboard boats and explain how these live-aboard boats will contribute to public trust purposes.
- Please identify any other specific policies of the McAteer-Petris Act (California Government Code Title 7.2, especially Section 66605), the Suisun Marsh Preservation Act (California Public Resources Code Sections 29000-29612), the San Francisco Bay Plan and the Suisun Marsh Preservation Plan, and BCDC's regulations regarding minor fill for improving public access and shoreline appearance, that are relevant to and offer support for the project and explain how the project is consistent with these policies.

**Shoreline Band Information** - Shoreline band means the land area lying between the bay shoreline and a line drawn parallel to and 100 feet from the bay shoreline. The bay shoreline is the mean high water line, or five feet above mean sea level in marshlands.

- Types of activities to be undertaken or materials to be placed within the shoreline band
- Will the project be located within a water-oriented priority use area that is designated in the San Francisco Bay Plan?
  - Yes     No    If "yes", please attach an explanation of how the project can be approved despite this inconsistency. If no, complete the questions below:
    - Total shoreline band area within project site: \_\_\_\_\_ sq feet
    - Area within shoreline band to be reserved for non-public uses: \_\_\_\_\_ sq feet
    - Area within shoreline band to be reserved for public access: \_\_\_\_\_ sq feet
- Information about the shoreline work to be provided in an attachment:
  - Please describe the area, in square feet, to be covered by structures; used for roads; used for parking; used for pathways and sidewalks; covered with landscaping; used for shoreline protection; and used for other purposes (specify uses).
  - Please identify the total number of parking spaces in the project and within the shoreline band.
  - Please provide dimensions of portions of all structures to be built within the shoreline band, including length, width, area, height, and number of stories.

**Environmental Impact Documentation**

- Is the project statutorily exempt from the need for environmental documentation?  Yes     No If "yes", please attach a statement supporting this exemption.
  - Is the project categorically exempt from the need for environmental documentation?  Yes     No If "yes", please attach a statement supporting this exemption.
  - Has a government agency other than the lead agency certified a "negative declaration" on the project?  Yes  
 No If "yes", please attach a copy of the certified negative declaration. If "no", please provide sufficient information to allow agencies to make the necessary findings regarding all applicable policies.
- Has a government agency other than the lead agency, certified an environmental impact document on the project?  Yes  
 No If "yes", please attach copies of the certification and the document. also, please provide a summary of the document if it is longer than 10 pages. If "no", please provide sufficient information to allow agencies to make the necessary findings regarding all applicable policies. the certified document must be submitted prior to action on the permit.

**Public Access Information**

- Does public access to the shoreline or views to the bay presently exist on the site of a property contiguous to the project?  Yes  No

If "yes", please attach a description of the public access. If "no", explain what is preventing public access to the shoreline.

- Will the project block public views of the bay or adversely impact present or future public access to the shoreline?  Yes  No

Please describe why the project will or will not affect public views or public access to the shoreline. For most large projects, identify: (1) the existing number of people or employees using the site; and (2) the existing number of cars, bicycles, and pedestrians visiting the site and the level of service of all nearby roads leading to the site. Please describe how the project will change these factors. Please describe the impact the project is expected to have on the existing use of the site and on existing public views or physical public access at the site. Please describe the impact the project is expected to have on the public's use of existing nearby parks, public access, public parking and other recreational areas on the shoreline and the roads leading to the site.

- Do public safety considerations or significant use conflicts make it infeasible to provide new public access to the shoreline on the project site?  Yes  No

If "yes", please attach a description of the public safety considerations or significant use conflicts which make it infeasible to provide public access at the project site and either (1) identify an offsite area where public access to the shoreline is to be provided as part of the project and describe the proposed public access at a specified offsite location, or (2) provide an explanation as to why no offsite public access is proposed as part of the project.

- Summarize the public access to be provided as part of the total project:
- Total amount of public access \_\_\_\_\_ sq feet
- Length of waterfront public access area \_\_\_\_\_ feet
- Number of parking spaces for public access area \_\_\_\_\_
- Area and width reserved for view corridor (s) \_\_\_\_\_ sq feet

Detailed information about public access to be provided in an attachment: Please describe, in square feet, length and width, when appropriate, the existing and proposed public access areas and improvements, including areas used for decks, piers, pathways, sidewalks, landscaping, parking, and other public features. Please describe how the public access area facilities would be accessible to handicapped persons. Please describe the connections to existing public streets or offsite public pathways. Specify how the public access will be permanently guaranteed (e.g. dedication, deed restriction, etc.).

**Disclosure Of Campaign Contributions**

The following contributions of \$250 or more were made by the applicant or applicant's agent to a BCDC commissioner or commissioner's alternate in the preceding twelve months to support the commissioner's or alternate's campaign for election to a local, state or federal office:

Contribution made to: \_\_\_\_\_ Contribution made by: \_\_\_\_\_ Date of contribution: \_\_\_\_\_

No such contributions have been made

**END OF FORM**

Bridge Maint & Repair 2011 – Monarch Bay Drive Bridge  
Applicant: City of San Leandro  
Contact: Nick Thom, 510-577-3431, [nthom@sanleandro.org](mailto:nthom@sanleandro.org)



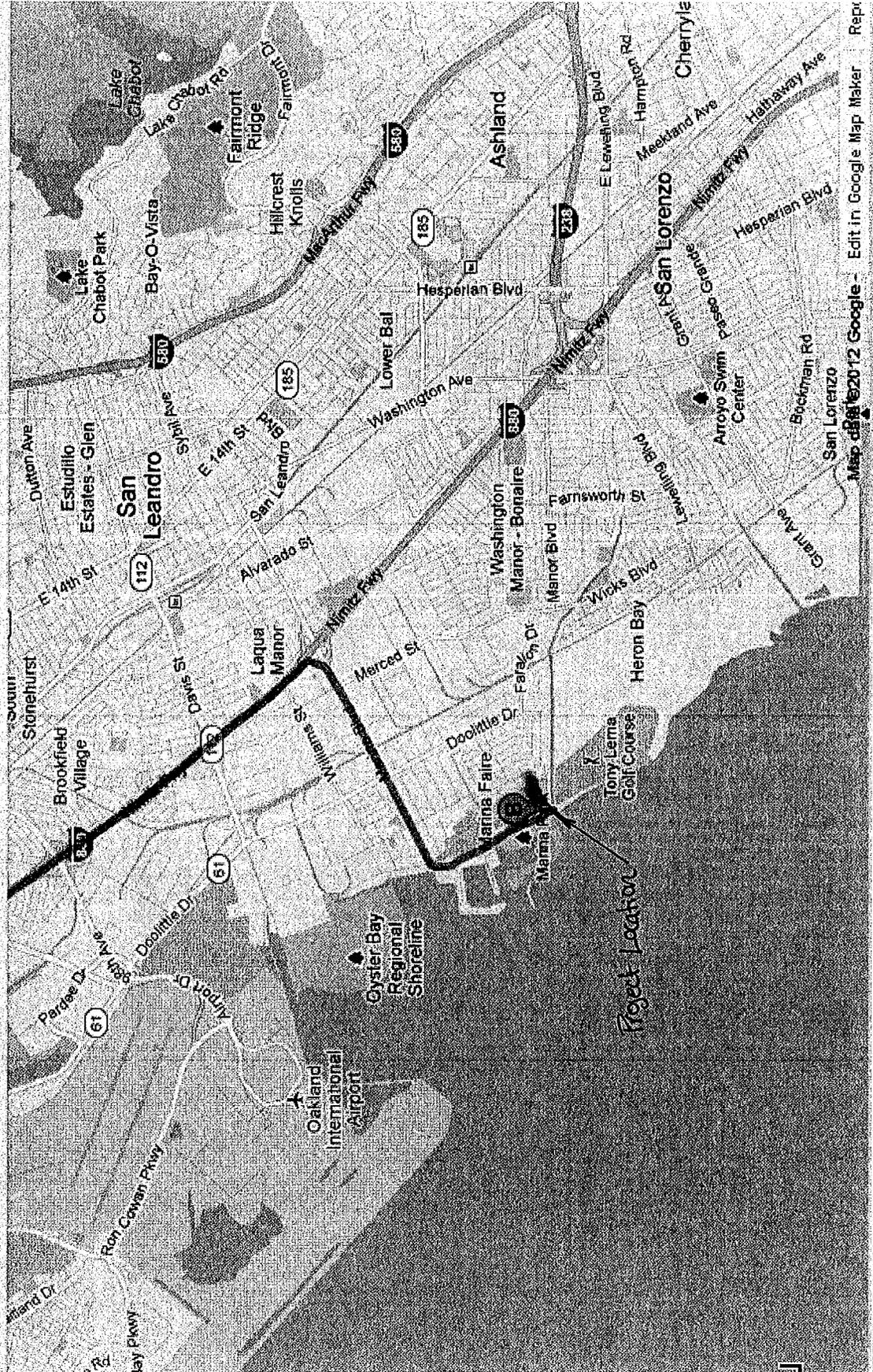
View of northern abutment looking East. Note the difference in elevation between the bank in the foreground and the undermined bank under the bridge. Also note the character of the rubble and debris that has been placed as unengineered bank protection.

Bridge Maint & Repair 2011 – Monarch Bay Drive Bridge  
Applicant: City of San Leandro  
Contact: Nick Thom, 510-577-3431, [nthom@sanleandro.org](mailto:nthom@sanleandro.org)



View of northern abutment looking West. Note presence of brick and asphalt concrete in rubble placed to stabilize bank without success. Work extends from the abutment to approximately eight feet beyond the first set of piles. Finished grade at the abutment will be about one foot below the bottom of the bridge deck, the same grade as originally constructed.

map marina park san leandro, ca



# NOTICE OF EXEMPTION

CC  P

To: County Clerk  
Alameda County  
1106 Madison  
Oakland, CA 94612

From: City of San Leandro  
City Clerk's Office  
835 East 14th Street  
San Leandro, CA 94577

Project Name: Bridge Maintenance and Repair 2011 No.: 144-38-324 3.5

Project location: Various City Locations, City of San Leandro, CA 94577

Description of project: **Provide preventative maintenance and repair of several city bridges, including: Monarch Bay Drive at ACFC canal (south of Fairway), Washington Ave at San Lorenzo Creek (south of Lewelling), Wicks Blvd at ACFC canal (south of Manor), MacArthur Blvd at San Leandro Creek (south of Dutton), San Leandro Blvd at San Leandro Creek (north of Davis). Work to consist of the following: Seal concrete decks, repair spalled concrete, seal joints, and protect slopes by placing rip rap or concrete around existing footings or on existing slopes.**

Name of public agency approving project: City of San Leandro

Name of person or agency carrying out project: City of San Leandro

Exempt status: (Check One)

- Ministerial (§21080(b)(1); 15268)
- Declared Emergency (§21080(b)(3); 15269(a))
- Emergency Project (§21080(b)(4); 15269(b) and (c))

**FILED**  
ALAMEDA COUNTY

APR 21 2011

PATRICK O'CONNELL, County Clerk  
By [Signature] Deputy

Exemption (state type and section number): **15302(c) Replacement or Reconstruction of existing facilities with no expansion of capacity.**

Required Findings: **The proposed activity is for the repair and maintenance of several city bridges. No new bridge or extra capacity will be added to the existing bridge.**

Lead Agency Contact Person: Nick Thom Phone: 577-3431

CLERK'S CERTIFICATE OF POSTING. Pub. Res. 21152: I certify that a copy of this document was posted at the Recorder's Office, Oakland, CA, for the period prescribed by law.

Executed at Oakland, CA COUNTY CLERK

Date 5/24/11 By [Signature] Deputy

Mailed to County Clerk  
on \_\_\_\_\_

(Signature) [Signature]

(Print Name) Philip L. Millenbah

(Title) Senior Planner

(Date) March 1, 2011



Directions to Unknown road  
62.1 mi – about 1 hour 15 mins

Yountville, CA

- 1. Head **southeast** on **Washington St** toward **Mulberry St** go 0.3 mi  
total 0.3 mi  
About 1 min
- 2. Turn **right** onto **California Dr** go 469 ft  
total 0.4 mi
- 3. Turn **left** to merge onto **CA-29 S/State Hwy 29 S/St Helena Hwy** toward **Napa** go 20.3 mi  
total 20.6 mi  
Continue to follow CA-29 S/State Hwy 29 S  
About 24 mins
- 4. **Merge** onto **CA-37 E** via the ramp to **I-80/Sacramento/San Francisco** go 2.0 mi  
total 22.6 mi  
About 2 mins
- 5. Take exit **21A** to merge onto **I-80 W** toward **San Francisco** go 24.7 mi  
total 47.3 mi  
About 26 mins
- 6. **Continue** onto **I-580 E/I-880 S** (signs for **Downtown/Oakland/Hayward/Stockton/Alameda/San Jose**) go 0.3 mi  
total 47.6 mi
- 7. Slight **right** onto **I-880 S** (signs for **W Grand Ave/San Jose/Alameda**) go 12.2 mi  
total 59.8 mi  
About 15 mins
- 8. Take exit **33B** for **Marina Blvd W** toward **I-238/I-580/Lewelling Blvd** go 0.3 mi  
total 60.1 mi
- 9. Merge onto **Marina Blvd** go 1.2 mi  
total 61.3 mi  
About 4 mins
- 10. **Continue** onto **Monarch Bay Dr** go 0.8 mi  
total 62.1 mi  
About 2 mins

Unknown road

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

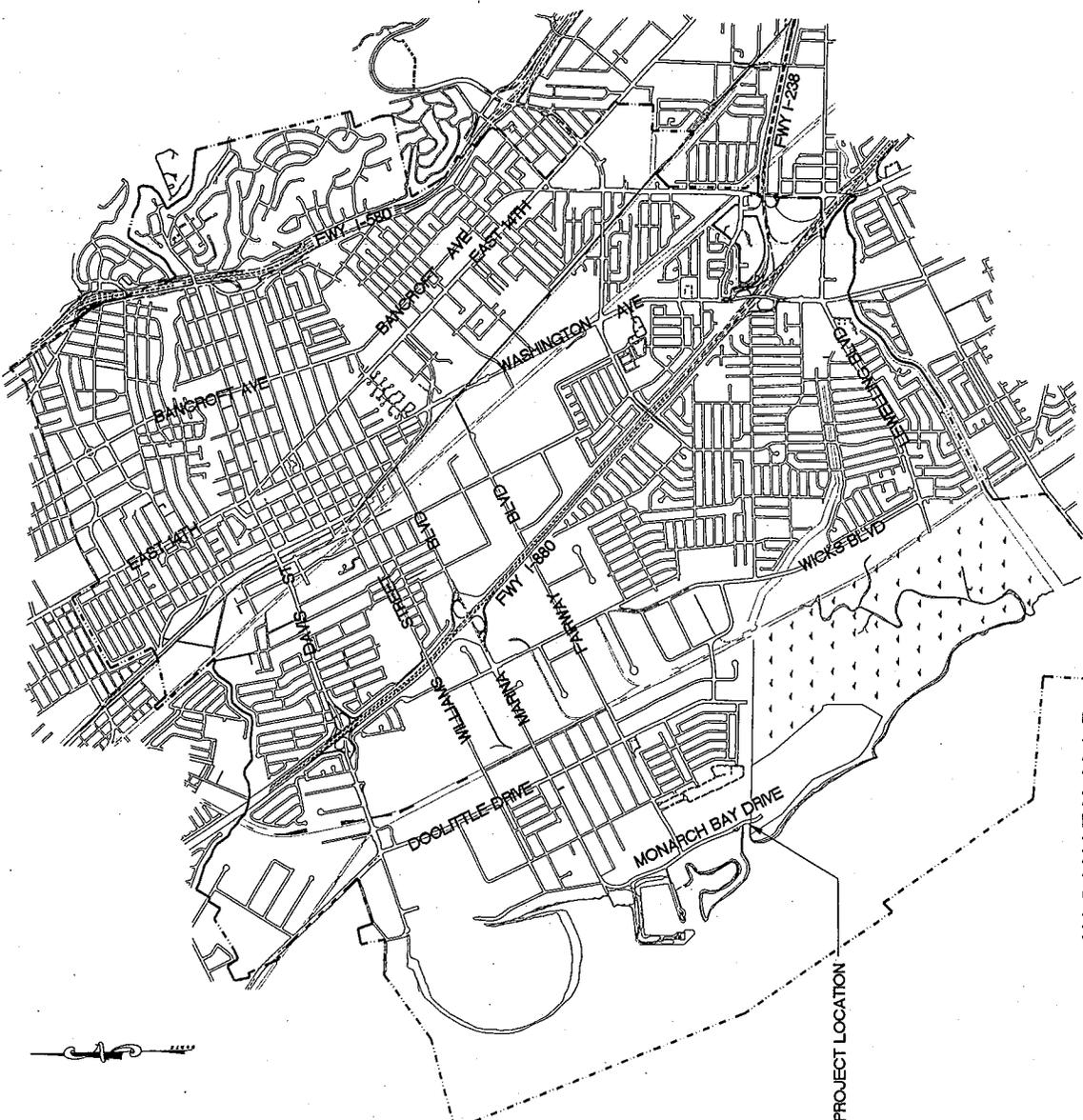
Map data ©2012 Google

Directions weren't right? Please find your route on [maps.google.com](http://maps.google.com) and click "Report a problem" at the bottom left.

**CITY OF SAN LEANDRO**  
**BRIDGE MAINTENANCE AND REPAIR 2011**  
**MONARCH BAY DRIVE BRIDGE**  
 PROJECT NO. 12-150-38-324  
 FEDERAL AID PROJECT: BFMF 5041 (039)  
 BID NO. XXX

SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	XXX	XXX
2	SITE PLAN	XXX	XXX
3	PLAN	XXX	XXX

- GENERAL NOTES:**
- THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING THE ENGINEER FOR ANY ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAIL.
  - CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE HIS WORK WITH THAT OF OTHERS TO BE CONSTRUCTED, DURING THE COURSE OF THIS PROJECT.
  - AT ALL TIMES, CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONNEL AND THE PUBLIC. CONTRACTOR SHALL MAINTAIN ALL NECESSARY ACCESS AND HOLD THE TO NORMAL WORKING HOURS; AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
  - THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE SAN LEANDRO UTILITY ASSOCIATION (S.L.U.A.) OR CALL PROBE! THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AT LEAST 10 WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING 611 or (800) 227-2900.



**VICINITY MAP**

PLANNING, COUNTY OF SAN LEANDRO & WATER CONSERVATION DISTRICT  
 REQUESTED FOR PERMIT RESPONSE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 COUNTY ENGINEER  
 DEVELOPMENT SERVICES DEPARTMENT  
 PUBLIC WORKS AGENCY

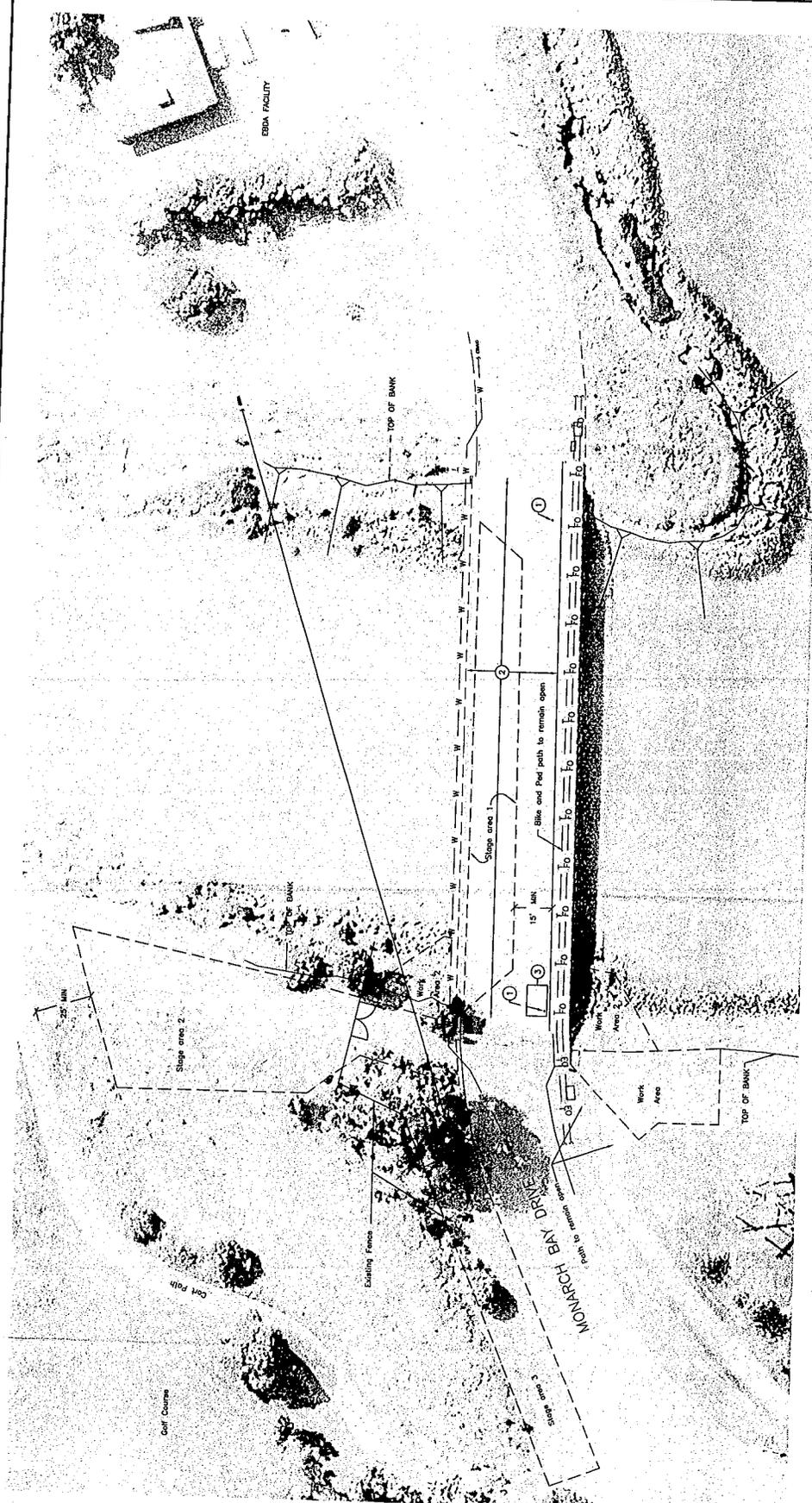


DESIGNED BY	DATE	REVISION
NT	5/16/2012	

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

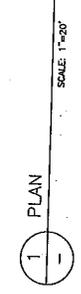
CITY ENGINEER, A.C.E. No. 348D

**CITY OF SAN LEANDRO**  
**BRIDGE MAINT. AND REPAIR 2011**  
**MONARCH BAY DRIVE BRIDGE**  
 TITLE SHEET

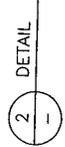


LOCATE TOP AND BOTTOM REBAR BY NON DESTRUCTIVE MEANS  
 LOCATE TOP AND BOTTOM REBAR BY NON DESTRUCTIVE MEANS  
 EXPOSE GRATE INTO POSITION

SHEET NOTES:  
 1 CORE DECK AND INSTALL DRAIN GRATE SEE 2/-  
 2 SEAL DECK. DO NOT SEAL SIDEWALK.  
 3 CONCRETE REPAIR BELOW



1 PLAN  
 SCALE: 1"=20'



2 DETAIL  
 SCALE: 1/2" = 1'-0"

REVIEWED BY \_\_\_\_\_ FOR ACFC & WCD

**CITY OF SAN LEANDRO**  
 BRIDGE MAINT. AND REPAIR 2011  
 MONARCH BAY DRIVE BRIDGE  
 SITE PLAN

NO. DATE	REVISION

DESIGNED BY: \_\_\_\_\_ DATE: 7/15/2011  
 DRAWN BY: \_\_\_\_\_ DATE: 7/15/2011  
 PROJECT MGR: \_\_\_\_\_ DATE: 7/15/2011  
 TRAFFIC MANAGER: \_\_\_\_\_ DATE: 7/15/2011  
 SENIOR ENGINEER: \_\_\_\_\_ DATE: 7/15/2011  
 APPROVED BY: \_\_\_\_\_ DATE: 7/15/2011  
 CITY ENGINEER: \_\_\_\_\_ DATE: 7/15/2011

INCORPORATED 2011  
 CITY OF SAN LEANDRO

SCALE: 1/2" = 1'-0"

SHEET 2 OF 3  
 JOB NO. 12-350-38-324  
 SCALE AS NOTED  
 DWG. 000 CASE: 000





EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

150-38-324 3.6.6

## San Francisco Bay Regional Water Quality Control Board

August 9, 2012

Site No: 02-01-C1137 (bkw/blp)

CIWQS Place ID No. 781856

ACOE File No: 28654S

Sent via electronic mail: No hardcopy to follow

City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, CA 94577

Attn: Nick Thom (nthom@sanleandro.org)

**Subject:** Water Quality Certification for Monarch Bay Drive Bridge Maintenance and Repair Project, over the Estudillo Canal, in the City of San Leandro in Alameda County

Dear Mr. Thom:

San Francisco Bay Regional Water Quality Control Board (Water Board) staff have reviewed the application submitted by the City of San Leandro (the Applicant) for the Applicant's project to repair the Monarch Bay Drive Bridge over Estudillo Canal, in the City of San Leandro in Alameda County (Project). You have applied to the U.S. Army Corps of Engineers (ACOE) for authorization of the project pursuant to Clean Water Act (CWA) Section 404 Nationwide Permit Number (NWP) No.13 (*Bank Stabilization*). You applied to this office pursuant to Section 401 of the CWA for water quality certification verifying that the Project does not violate State water quality standards.

**Project Description:** The following description is based on application materials received on May 2, 2012. The goal of the Project is to repair Monarch Drive Bridge over Estudillo Canal, in the City of San Leandro in Alameda County (see Attachment A of this Certification). To achieve the goal, the Project will: (1) remove existing, failing riprap consisting of reinforced concrete debris, brick and rock from the shoreline below the bridge's northern abutment; (2) restore the grade of the channel bank to its original slope at the time of bridge construction; (3) replace the excavated concrete riprap with about 2,080 square feet of engineered rock riprap, placed over filter fabric and keyed in at the toe of the bank, consistent with Caltrans standards; (4) clean and repair the underside of the bridge; and (5) clean and remove loose concrete from approximately 7,200 square feet of deck surface and apply a sealant to the repaired bridge surface.

JOHN MULLER, CHAIR | BRUCE H. WOLFE, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | [www.waterboards.ca.gov/sanfranciscobay](http://www.waterboards.ca.gov/sanfranciscobay)

**Impacts:** Permanent impacts to waters of the State will consist of about 200 cubic yards of rock riprap placed over 2,080 square feet (0.05 acres) of the Estudillo Canal banks. This fill will replace existing rock riprap and debris at the Project site.

**Mitigation:** The Project site consists of unvegetated channel banks, covered in loose concrete riprap that will be replaced with rock riprap bank armoring. Since the footprint of fill will not be increased, no mitigation is required beyond the implementation of best management practices during Project construction. Before cleaning and sealing the bridge deck, containment barriers will be erected around both ends of the bridge to pool the effluent from the bridge surface generated by high pressure washing activities. Accumulated effluent will be removed with a vacuum truck. Sweeper vehicles with internal vacuums will be used to collect any loose material.

**CEQA Compliance:** The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA), per Section 15302(c) Replacement or Reconstruction of Existing Facilities, Title 14, Article 18 of the California Code of Regulations..

**Certification and General Waste Discharge Requirements:** I hereby issue an order certifying that any discharge from the referenced Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003 - 0017 - DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification" which requires compliance with all conditions of this Water Quality Certification. The following conditions are associated with this certification:

1. No debris, rubbish, creosote-treated wood, soil, silt, sand, cement, concrete, or washings thereof, or other construction related materials or wastes, oil or petroleum products or other organic or earthen material shall be allowed to enter into, or be placed where it may be washed by rainfall or runoff into Estudillo Canal, with the exception of the fill activities authorized by the present water quality certification. Any of these materials placed within or where they may enter Estudillo Canal by the Applicant or any party working under contract, or with the permission of the Applicant shall be removed immediately. When operations are completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be washed into Estudillo Canal. During construction, the contractor shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site;
2. The Applicant shall adhere to the conditions imposed by Nationwide Permit No. 13 issued to the Applicant by the ACOE (File No. 28654S);
3. Project implementation shall be consistent with the plans in the *City of San Leandro, Bridge Maintenance and Repair 2011 Monarch Bay Drive Bridge, Project No. 150-38-324 file 3.6.6* (see Attachment B of this Certification);

4. Within 60 days of completing Project construction activities, the Applicant shall submit an as-built report to the Water Board. The report shall describe the implementation of the Project, including any deviations from the Project description in the application materials, as well as the information required in Condition 6;
5. To document channel bank conditions at the Project site, the Applicant shall establish a minimum of 2 photo-documentation points at the Project site (such as the locations used for taking the photographs included in Attachment C of this Certification). These photo-documentation points shall be selected to document channel bank conditions beneath the northern bridge abutment. The Applicant shall prepare a site map with the photo-documentation points clearly marked. Prior to implementing the Project, the Applicant shall photographically document the condition of the Project site. Following implementation of the Project, the Applicant shall photographically document the immediate post-construction condition of the site. The Applicant shall submit the pre-construction photographs, the post-construction photographs, and the map with the locations of the photo-documentation points to the Water Board as part of the as-built report required in Condition 4;
6. This certification action does not apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to California Code of Regulations (CCR) Title 23, Subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought; and
7. Certification is conditioned upon full payment of the required fee as set forth in 23 CCR Section 3833. The total fee required for certification of the subject project is \$1,510.00 and has been paid in full.

Please be aware that any violation of water quality certification conditions is a violation of State law and subject to administrative civil liability pursuant to California Water Code (CWC) Section 13350. Failure to respond, inadequate response, late response, or failure to meet any condition of a certification or waiver may subject the Applicant to civil liability imposed by the Water Board to a maximum of \$5,000 per day of violation or \$10 for each gallon of waste discharged in violation of this action. Any request for a report made as a condition to this action is a formal request pursuant to CWC Section 13267 (e.g. Conditions 4 and 5), and failure or refusal to provide, or falsification of such requested report is subject to civil liability as described in CWC Section 13268. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to 23 CCR Section 3857. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to CWC Section 13330 and 23 CCR Section 3867.

Please contact Brian Wines of my staff at (510) 622-5680 or [bwines@waterboards.ca.gov](mailto:bwines@waterboards.ca.gov) if you have any questions. All future correspondence regarding this Project should reference the Site Number indicated at the top of this letter.

Sincerely,

Shin-Roei Lee

*Shin-Roei Lee acting for*

2012.08.09

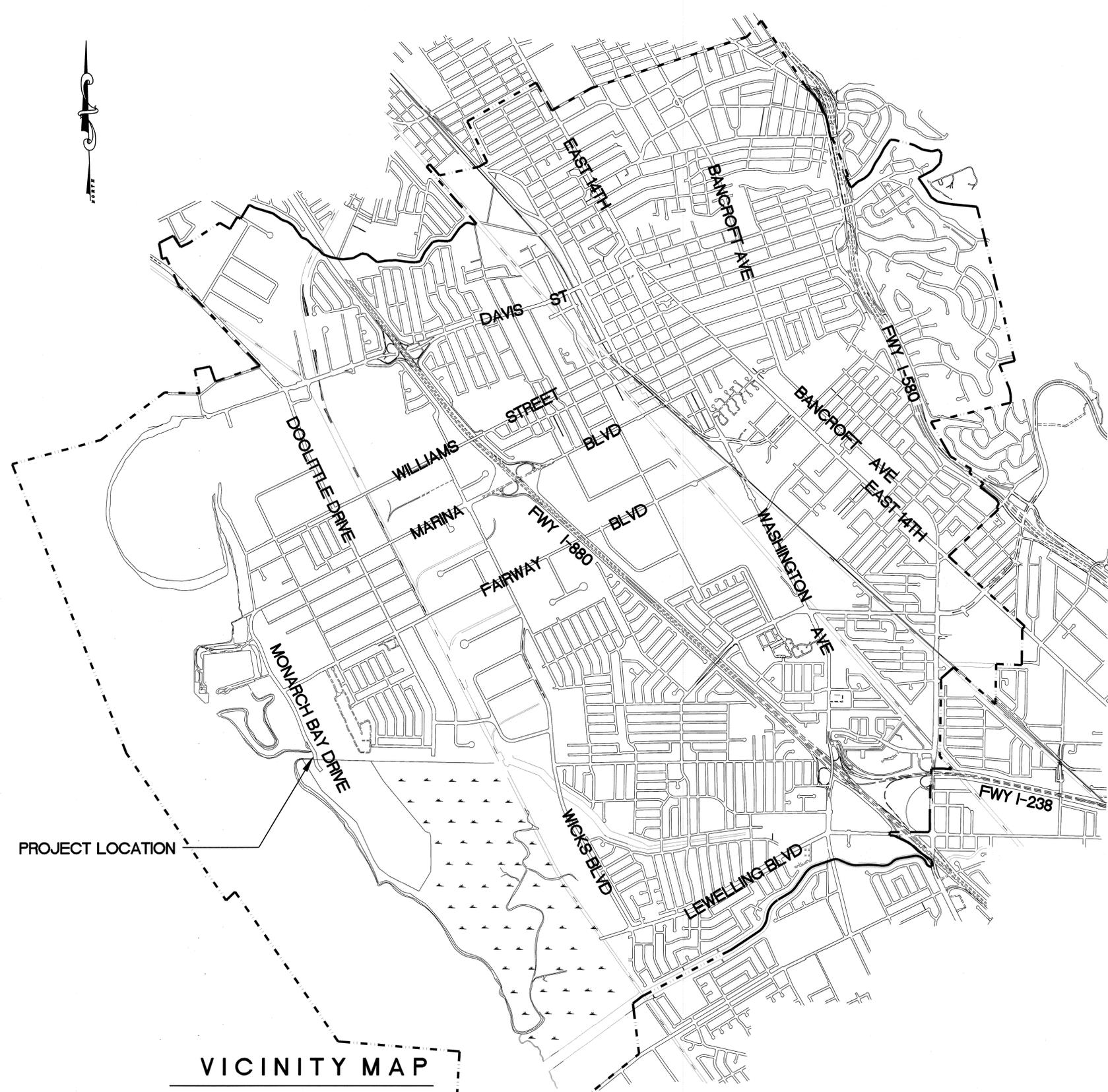
10:20:51 -07'00'

Bruce H. Wolfe  
Executive Officer

Attachments: — SEE ELECTRONIC FILE ON CR:\

- A) Location Map
- B) *City of San Leandro, Bridge Maintenance and Repair 2011 Monarch Bay Drive Bridge, Project No. 150-38-324 file 3.6.6;*
- C) Site Photos

cc: Bill Orme, SWRCB-DWQ ([Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov))  
Cameron Johnson, U.S. Army Corps of Engineers ([cameron.l.johnson@usace.army.mil](mailto:cameron.l.johnson@usace.army.mil))  
Jason Brush, US EPA Region 9 ([R9-WTR8-Mailbox@epa.gov](mailto:R9-WTR8-Mailbox@epa.gov))



VICINITY MAP

# CITY OF SAN LEANDRO

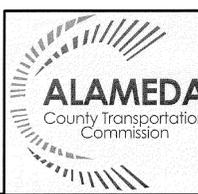
## MONARCH BAY DRIVE BRIDGE REPAIR

PROJECT NO. 12-150-38-324  
FEDERAL AID PROJECT: BPMP 5041 (039)  
BID NO. 12-13.013

SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	3743	202
2	SITE PLAN	3744	202
3	PLAN	3745	202

### GENERAL NOTES:

1. THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE ENGINEER FOR ANY ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAIL.
2. CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE HIS WORK WITH THAT OF OTHERS IN AN EFFICIENT, CRAFTSMANLIKE AND TIMELY MANNER SO AS TO PROVIDE THE CITY WITH A WELL CONSTRUCTED, EASILY MAINTAINABLE PROJECT.
3. AT ALL TIMES, CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
4. THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON CALL PROGRAM. THE CONTRACTOR SHALL NOTIFY MEMBERS OF U.S.A. AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING 811 OR (800) 227-2600.
5. AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE DISTRICT'S RIGHT-OF-WAY THAT INCLUDES ESTUDILLO CANAL AND FOR THE CONSTRUCTION, MODIFICATION, OR CONNECTION TO DISTRICT OWNED AND MAINTAINED FACILITIES. ALL WORKMANSHIP, EQUIPMENT, AND MATERIALS SHALL CONFORM TO DISTRICT STANDARDS AND SPECIFICATIONS.
6. CONTRACTOR WILL HAVE TO REPLACE AND/OR RESTORE TO THE ORIGINAL OR BETTER CONDITION, AT ITS SOLE EXPENSE, ALL OF ALAMEDA COUNTY FLOOD CONTROL DISTRICT'S GATES, FENCES, MAINTENANCE ACCESS ROADS AND ANY OTHER EXISTING IMPROVEMENTS AND FACILITIES THAT ARE IMPACTED BY THE PROJECT.

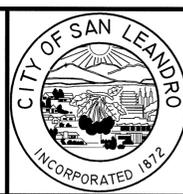


**Measure B**  
Improvements  
Your half-cent sales tax at work

**811**  
Know what's below.  
Call before you dig.  
One free, easy call puts your utility lines marked.  
And helps protect you from injury and expense.  
Call 811 or visit call811.com for more information.

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
REVIEWED FOR PERMIT ISSUANCE

BY: *[Signature]* DATE: *[Signature]*  
BILL LEPERE, P.E.  
DEPUTY DIRECTOR  
DEVELOPMENT SERVICES DEPARTMENT  
PUBLIC WORKS AGENCY



**CITY OF SAN LEANDRO**

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

NO.	DATE	REVISION

DESIGNED BY: NT DATE 5/6/2013  
DRAWN BY: NT DATE 5/6/2013  
PROJECT MGR.: NT DATE 5/6/2013  
TRANS. ADMIN.: JLC DATE 5/6/2013  
SENIOR ENGR.: JLC DATE 5/16/2013  
APPROVED BY: *[Signature]* DATE 5/17/2013  
CITY ENGINEER, R.C.E. No. 34870

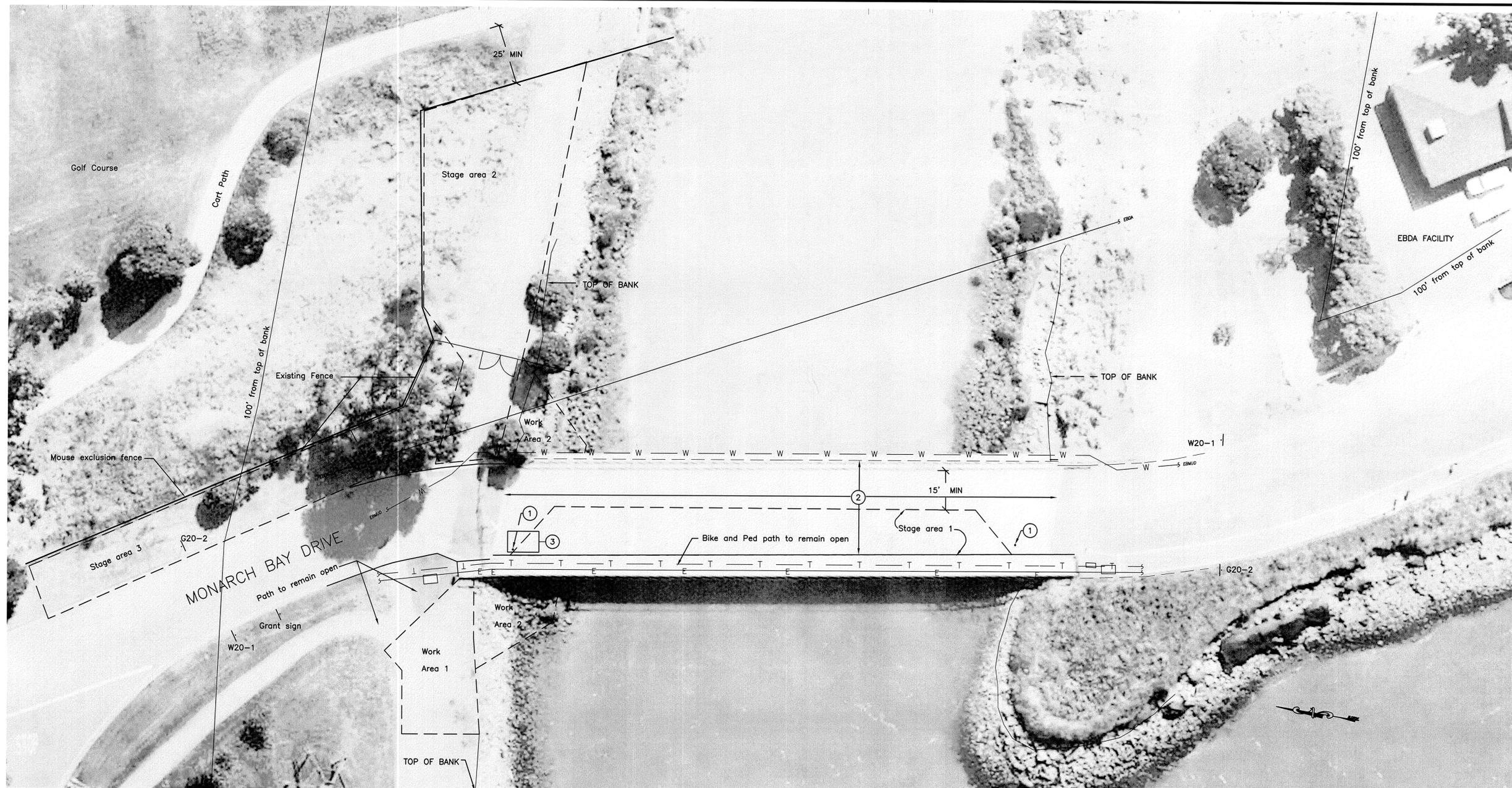
**CITY OF SAN LEANDRO**

MONARCH BAY DRIVE BRIDGE REPAIR

TITLE SHEET

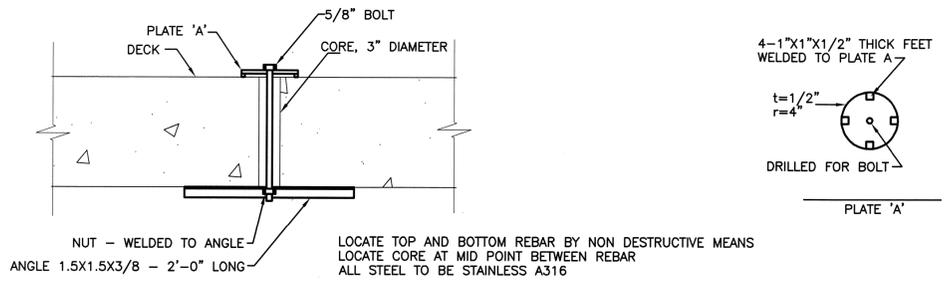
AT FULL SIZE  
THIS LINE MEASURES 1" =

SHEET 1 OF 3  
JOB NO. 12-150-38-324  
SCALE NOT TO SCALE  
DWG. 3743 CASE 202



1 SITE PLAN  
SCALE: 1"=20'

- SHEET NOTES:
- ① CORE DECK AND INSTALL DRAIN GRATE, SEE 2/-.
  - ② SEAL CONCRETE DECK. DO NOT SEAL SIDEWALK.
  - ③ CONCRETE REPAIR BELOW
- LEGEND:
- T — COMMUNICATION CONDUIT
  - E — ELECTRICAL CONDUIT
  - W — WATER PIPE
  - EBDA — SEWER PIPE
  - PROJECT SIGN
- BENCH MARK:  
NORTH END OF BRIDGE AT CENTER LINE ELEVATION = 11.35



2 DETAIL  
SCALE: 1" = 1'-0"

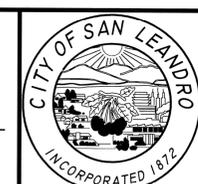


**Measure B**  
Improvements  
Your half-cent sales tax at work

**811**  
Know what's below.  
Call before you dig.

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
REVIEWED FOR PERMIT ISSUANCE

BY: *Bill Lepere* DATE: *5/6/2013*  
**BILL LEPERE, P.E.**  
 DEPUTY DIRECTOR  
 DEVELOPMENT SERVICES DEPARTMENT  
 PUBLIC WORKS AGENCY



NO.	DATE	REVISION

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

**CITY OF SAN LEANDRO**

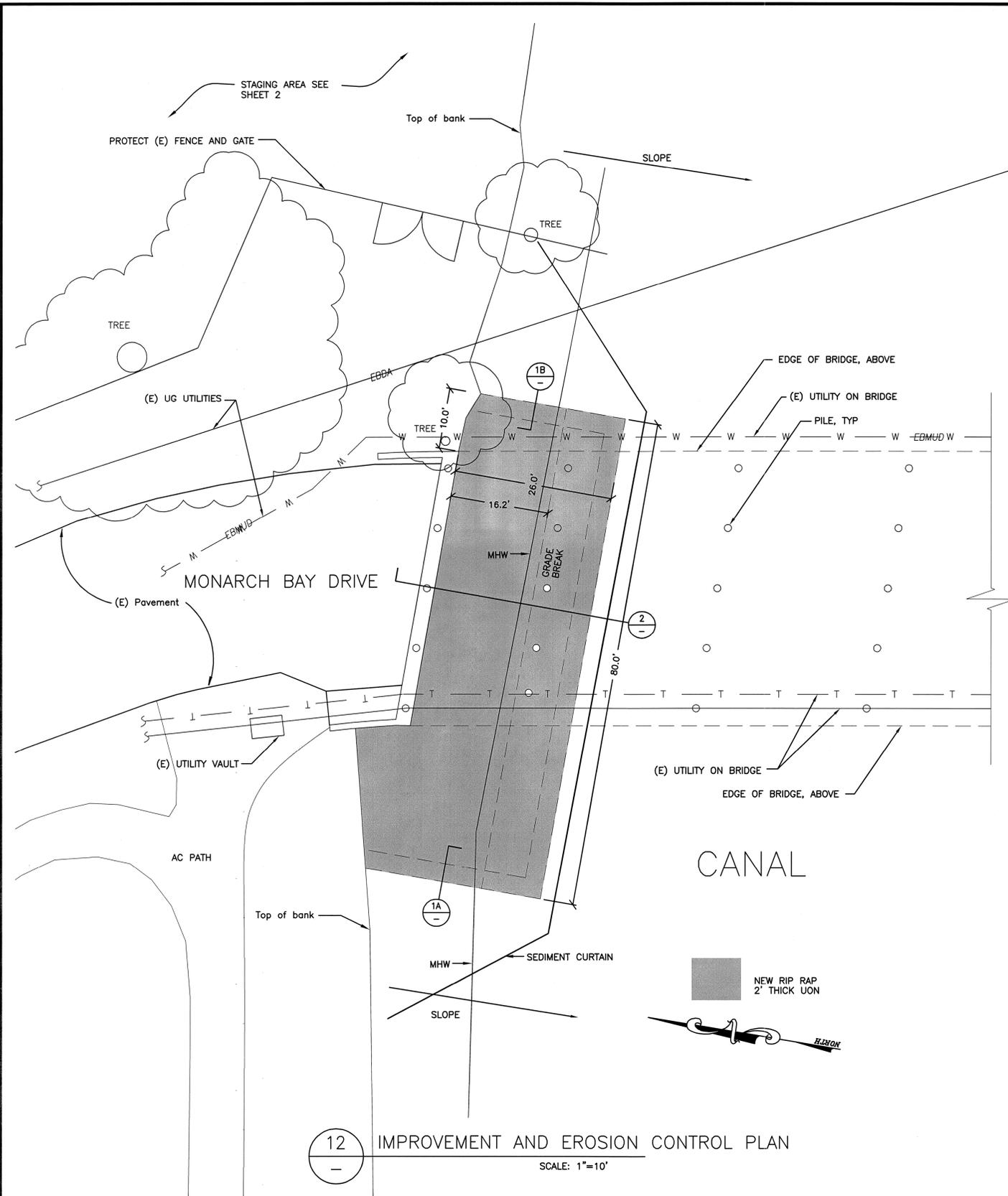
DESIGNED BY: *NT* DATE: *5/6/2013*  
 DRAWN BY: *NT* DATE: *5/6/2013*  
 PROJECT MGR.: *NT* DATE: *5/6/2013*  
 TRANS ADMIN.: *RLC* DATE: *5/6/2013*  
 SENIOR ENGR.: *RLC* DATE: *5/6/2013*

APPROVED BY: *[Signature]* DATE: *5/7/2013*  
 CITY ENGINEER, R.C.E. No. 34870

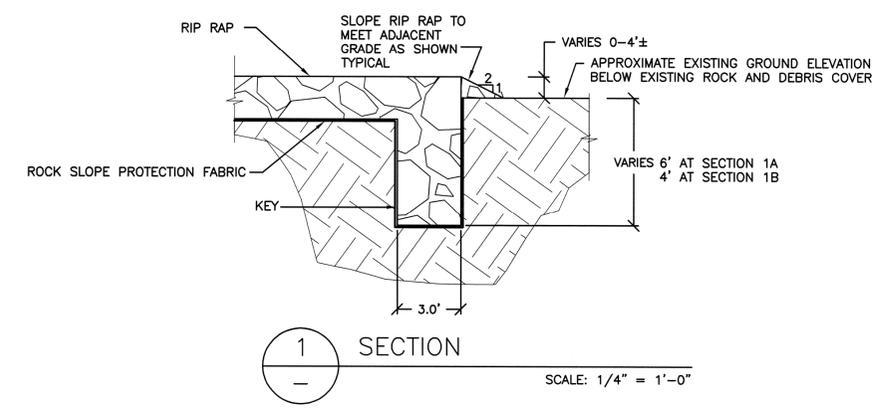
**MONARCH BAY DRIVE BRIDGE REPAIR**

SITE PLAN

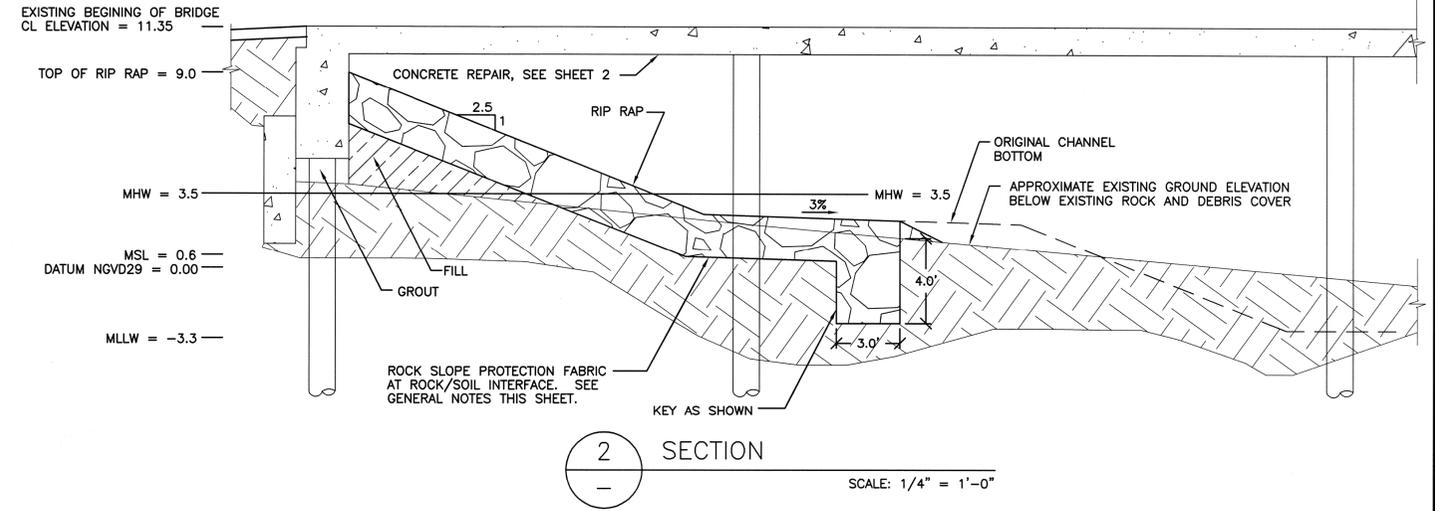
SHEET 2 OF 3  
 JOB NO. 12-150-38-324  
 SCALE AS NOTED  
 DWG 3744 CASE 202



12 IMPROVEMENT AND EROSION CONTROL PLAN  
SCALE: 1"=10'



1 SECTION  
SCALE: 1/4" = 1'-0"



2 SECTION  
SCALE: 1/4" = 1'-0"

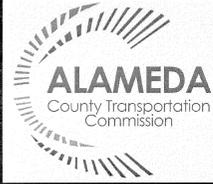
RIP RAP SHALL BE NON-GROUTED, CONFORM WITH THE FOLLOWING TABLE, AND CONFORM WITH THE SPECIFICATIONS

ROCK SIZE	PERCENTAGE OF TOTAL
500 LB	NOT TO EXCEED 80%
200 LB	NOT TO EXCEED 15%
25 LB	NOT TO EXCEED 5%

3 RIP RAP  
NO SCALE

PROTECT ALL EXISTING UTILITIES AND IMPROVEMENTS.  
RIP RAP SHALL EXTEND TO ABUTMENT OR EXISTING TOP OF BANK  
RIP RAP SHALL TRANSITION SMOOTHLY WITH ADJACENT SURFACES, SEE DETAIL 1/-.  
CLEAR AND GRUB AREAS TO RECEIVE RIP RAP PRIOR TO EXCAVATION. REMOVE ALL EXISTING ROCK, RUBBLE, AND DEBRIS.  
EXCAVATE OR FILL AREAS TO RECEIVE RIP RAP AS REQUIRED TO OBTAIN PROFILE SHOWN  
PLACE ROCK SLOPE PROTECTION FABRIC BELOW RIP RAP AND IN KEYS AS SHOWN.  
ROCK SLOPE PROTECTION FABRIC SHALL BE NON-WOVEN TYPE B GEOTECHNICAL FILTER FABRIC PER CALTRANS STANDARD SPECIFICATION SECTION 88-1.02 I, SHALL BE PLACED PARALLEL TO THE DIRECTION OF FLOW WITH JOINTS OVERLAPPED A MINIMUM OF 18 INCHES, AND SHALL CONFORM WITH THE PROJECT SPECIFICATIONS.

4 GENERAL NOTES  
NO SCALE

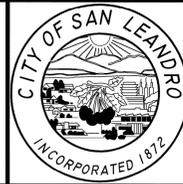


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ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
REVIEWED FOR PERMIT ISSUANCE

BY: *[Signature]* DATE: *[Date]*  
WILL LEPERE, P.E.  
DEPUTY DIRECTOR  
DEVELOPMENT SERVICES DEPARTMENT  
PUBLIC WORKS AGENCY



**CITY OF SAN LEANDRO**

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NO.	DATE	REVISION

DESIGNED BY: NT DATE 5/6/2013  
DRAWN BY: NT DATE 5/6/2013  
PROJECT MGR.: NT DATE 5/6/2013  
TRANS. ADMIN.: *[Signature]* DATE 5/6/2013  
SENIOR ENGR.: *[Signature]* DATE 5/16/2013  
APPROVED BY: *[Signature]* DATE 5/7/2013  
CITY ENGINEER, R.C.E. No. 34870

**BRIDGE MAINT. AND REPAIR 2011  
MONARCH BAY DRIVE BRIDGE  
IMPROVEMENT PLAN**

SHEET 3 OF 3  
JOB NO. 12-150-38-324  
SCALE NOT TO SCALE  
DWG 3745\_CASE\_202