

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

CONTRACT BOOK

Proposal
Notice to Bidders
Agreement
Special Provisions
FOR

FIBER CONDUIT FOR BROADBAND NETWORK

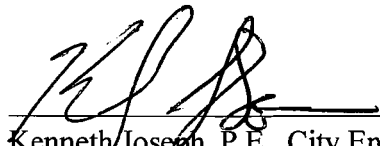
FOR USE WITH:

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, AND 85 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. 2013.0320
BID NO. 13-14.017
EDA AWARD NO. 07-01-06893

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

PROJECT ENGINEER: JOHN O'DRISCOLL


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



BID OPENING:

3:00 P.M., TUESDAY, JUNE 24, 2014

Table of Contents

PROPOSAL FORMS.....	3
PROJECT LOCATION MAP	27
NOTICE TO BIDDERS.....	28
AGREEMENT.....	33
SPECIAL PROVISIONS.....	46
PART 1 GENERAL PROVISIONS	46
SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS	46
SECTION 2 SCOPE AND CONTROL OF THE WORK	48
SECTION 3 CHANGES IN WORK.....	57
SECTION 4 CONTROL OF MATERIALS	62
SECTION 5 UTILITIES	64
SECTION 6 PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK	67
SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR.....	75
SECTION 8 FACILITIES FOR AGENCY PERSONNEL	96
SECTION 9 MEASUREMENT AND PAYMENT.....	97
SECTION 10 EDA CONTRACTING PROVISIONS.....	101
PART 2 CONSTRUCTION MATERIALS	125
PART 3 CONSTRUCTION METHODS	132
APPENDIX A CALTRANS ENCROACHMENT PERMIT	
APPENDIX B UNION PACIFIC RAILROAD	
APPENDIX C FEDERAL WAGE RATES	
APPENDIX D CALIFORNIA GENERAL PREVAILING WAGE	
APPENDIX E MAKING DAVIS BACON WORK	

PROPOSAL FORM TO THE CITY OF SAN LEANDRO

Proposal Requirements

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

Proposal To The City Of San Leandro

Contract Price Schedule

List Of Subcontractors

Addenda Acknowledgment And Information

Principal Persons With Interest In Proposal

Experience And Financial Responsibility

Eligibility Contract Statement

Bidder Questionnaire

National Labor Relations Board Statement

Non-Collusion Affidavit

Debarment And Suspension Certification

Business License Application

Bid Bond

Public Contract Code Chapter 2.7 Iran Contracting Act of 2010

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

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

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

PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

FOR

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT NO. 2013.0320

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, & 88 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 **"FIBERCONDUIT FOR BROADBAND NETWORK"** consisting of thirty-eight (38) sheets. Plans were approved by the City Engineer on **May 21, 2014**.

The work to be done consists of **horizontal directional drilling of underground conduit and installing intermediate pull boxes and manholes**, and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in the above paragraph, and on file in the office of the Engineer. Reference to said plans and specifications is hereby made for further particulars.

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

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

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

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

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

The undersigned, as bidder, declares as follows:

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

CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization	1	LS	_____		
2	Traffic Control and Stationary Construction Area Signs	1	LS	_____		
3.	Sheeting, Shoring & Bracing	1	LS	_____		
4.	Potholing	1	LS	_____		
5.	Asbestos Abatement	1	LS	_____		
6.	Furnish and Install 2 inch Conduit in Ground (Final Quantity)	38,336	LF	_____		
7.	Furnish and Install 2 inch Conduit in Abandoned Pipeline (Final Quantity)	2,025	LF	_____		
8.	Furnish and Install Pull Box	68	EA	_____		
9.	Furnish and Install Manhole	15	EA	_____		
10.	Replace existing pull box	4	EA	_____		
11.	Extend conduit into existing pull box or manhole	10	EA	_____		

TOTAL BID: _____
(In Words)

TOTAL BID: _____
(In Figures)

UNITS OF MEASURE:

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

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

LIST OF SUBCONTRACTORS

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

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

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

ADDENDA ACKNOWLEDGMENT AND INFORMATION

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

PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL

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

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

EXPERIENCE AND FINANCIAL RESPONSIBILITY

The bidder has been engaged in the contracting business under State License No. _____ for a period of _____ years.

The bidder's three most recently completed contracts are:

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

2. Title of Project _____
Owner _____
Address _____
Telephone No. _____
Engineer in Charge _____
Date Accepted _____
3. Title of Project _____
Owner _____
Address _____
Telephone No. _____
Engineer in Charge _____
Date Accepted _____

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

Name of Bank:

Address:

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

Company:

Address:

Company:

Address:

ELIGIBILITY TO CONTRACT STATEMENT

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

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

BIDDER QUESTIONNAIRE

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

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

YES _____

NO _____

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

NATIONAL LABOR RELATIONS BOARD STATEMENT

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

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 clauses, 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 three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or 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 certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance 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 a safety regulation?

YES ____

NO ____

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance 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.

PUBLIC CONTRACT CODE SECTION 7106

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

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.: () _____

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 agency, 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying 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.		
Federal Use Only: Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 09-12-97

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 an employee of 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 items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United 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. 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. 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 and Budget, Paperwork Reduction Project (0348 0046), Washington, D.C. 20503.

CITY OF SAN LEANDRO BUSINESS LICENSE

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

General Contractor (Bidder)

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

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

Business Name (as shown in Business License): _____

Business License Number: _____

Or

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

Subcontractor Business License

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



CITY OF SAN LEANDRO

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

BUSINESS LICENSE APPLICATION

For Businesses Located Outside of San Leandro

Business License Fee

See Fee Schedule

PLEASE TYPE OR PRINT WITH PEN		OFFICIAL USE ONLY
Business Name		Business License No.
Corporate Name (if applicable)		APN#
Business Location (Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.5)		Bus. Start Date
		☐ New Application ☐ Change
Mailing Address		State Sales Tax No.
		Federal ID No.
		State ID No.
Phone No.	Alt. No.	State Contractor Lic. No.
Description of Business		Expire Date
Ownership ☐ Corporation ☐ Corp-Ltd Liability ☐ Partnership ☐ Sole Proprietor ☐ Trust		
Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)		
1st Owner Name	Title	Soc. Sec. No.
Home Address (Cannot be P.O. Box)		Home Phone No.
		Cell / Pager No.
2nd Owner Name	Title	Soc. Sec. No.
Home Address (Cannot be P.O. Box)		Home Phone No.
		Cell / Pager No.
- Is this business being conducted in your residence? ☐ Yes ☐ No		
- If business is being purchased, please complete the following:		
Seller's Business Name:		Seller's Bus. Lic. #:
NUMBER OF EMPLOYEES: Shall mean and include the total number of full time and part time employees engaged or to be engaged within this City in the applicant's business during the license period, whether as owner, partner, spouse or employee, and any others who may work without compensation.		
*** PARTIAL YEAR: The business license fee for any business commencing <u>after June 30th</u> of any year shall be reduced by one-half (1/2).		
CERTIFICATION AND ACKNOWLEDGEMENT I declare under penalty of perjury that the statements made in this application are true. I further agree that business shall be conducted in accordance with the San Leandro Municipal Code. I understand that the filing of this application and payment of fees does not entitle me to commence or carry on any business in the City of San Leandro until said Business License is approved and issued. Upon issuance of a Business License, it shall be my responsibility to renew the license annually by January 31st.		Base Fee (required for each license) \$
SIGN HERE → Signature of Owner or Representative Title Date		Unit # X \$ \$
		TOTAL AMOUNT DUE (Base Fee plus Unit Fee) \$
		*** 1/2 Year fee for Businesses commencing after June 30th.
		TOTAL AMOUNT PAID \$
RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF SAN LEANDRO. <i>Thank you for doing business in the City of San Leandro.</i>		

\\HDLBLC\3rvApplication_BL- Out of City Location.rpt

Printed 10/12/2007: 5:04 pm

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying Proposal dated _____, for **"Fiber Conduit for Broadband Network.
Project No. 2013.0320"**.

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.

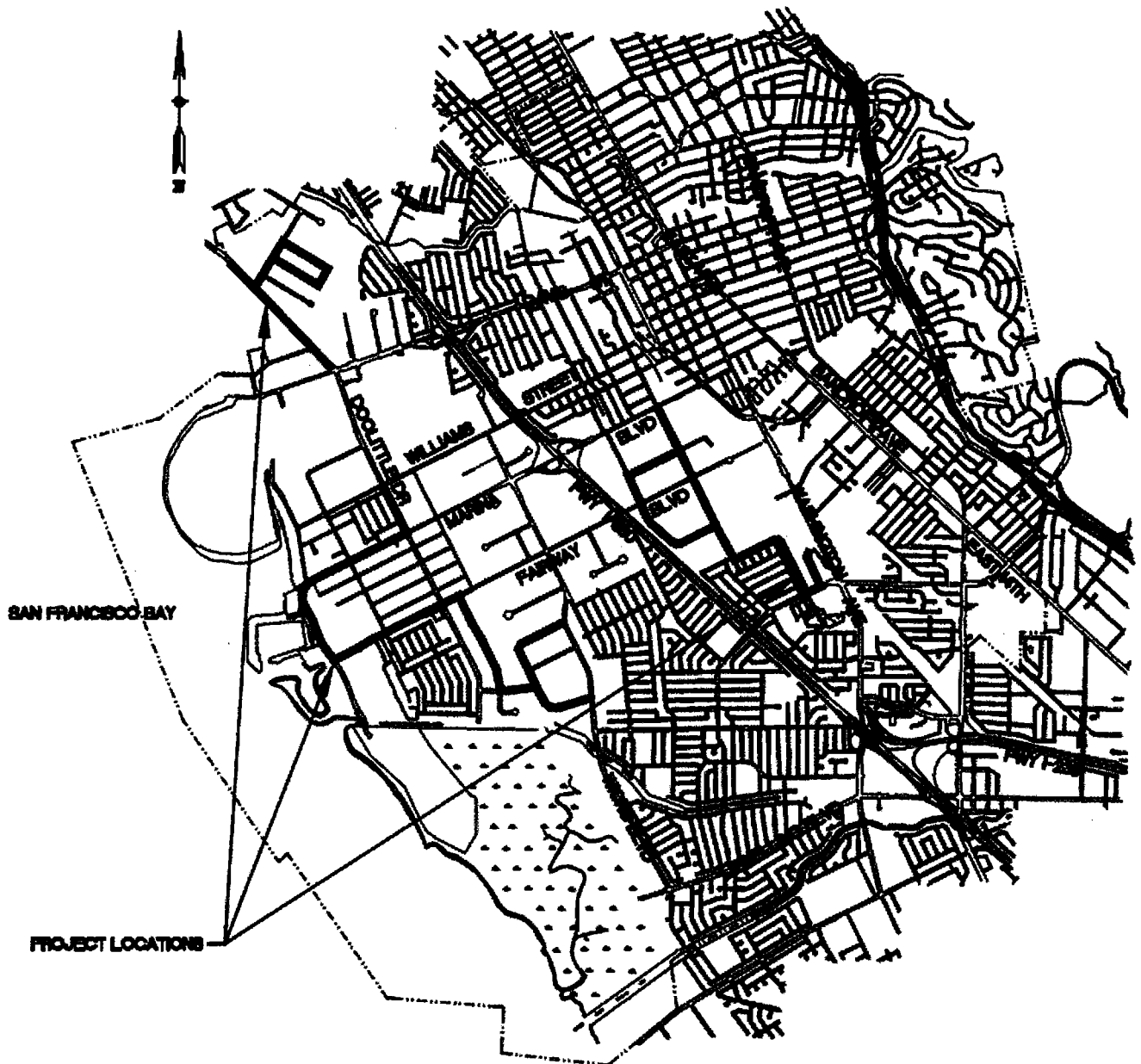
END OF BID BOND

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

PROJECT LOCATION MAP

CITY OF SAN LEANDRO

NOT TO SCALE



CITY OF SAN LEANDRO
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

NOTICE TO BIDDERS

FOR

FIBER CONDUIT FOR BROADBAND NETWORK

PROJECT NO. 2013.0320

BID NO. 13-14.017

EDA AWARD NO. 07-01-06893

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 **Fiber Conduit for Broadband Network, Project No. 2013.0320**, addressed to the **City of San Leandro** will be received at **City Hall, 835 East 14th Street, 2nd Floor San Leandro** at the office of the **City Clerk** up to **3:00 p.m.**, on **Tuesday June 24, 2014**, at which time they will be publicly opened and read.
2. **BID RESULTS:** A summary of the bids received will be made available, via the Internet, at:
<http://www.sanleandro.org/depts/finance/purchasing/bids/default.asp>.
3. **WORK DESCRIPTION:** The work to be done consists of **horizontal directional drilling of underground conduit and installing intermediate pull boxes and manholes**, 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. **SAN LEANDRO BUSINESS PREFERENCE AND PARTICIPATION GOALS:** The bid preparation and work performed under this contract is NOT SUBJECT to Section 1-6-225 of Article 2 of Chapter 1-6 of the San Leandro Municipal Code regarding Local Business Preference during bidding and Local Business Participation.
5. **CONTRACTOR'S LICENSE:** A Class "A" Contractor's License is required for this work. No bid will be awarded to a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.
6. **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.
7. **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.

8. **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.
9. **FEDERAL MINIMUM WAGE RATES:** Attention is directed to the Federal Minimum Wages included in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.
10. **GENERAL PREVAILING WAGE RATES:** The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the **City Clerk's** office. Bidder's attention is directed to Section 7-2.2.2 of the Special Provisions.
11. **OBTAINING THE PROJECT PLANS AND CONTRACT BOOK:** The Project Plans and Contract Book may be obtained free of charge from the City's website at <http://www.sanleandro.org/depts/finance/purchasing/bids>. Bidders are highly encouraged to contact the City of San Leandro Engineering and Transportation Department at 510-577-3428 to be placed on the project planholder's list to receive courtesy notifications of addenda and other project information. Project addenda, if any, will be posted on the website. A bidder who fails to address all project addenda with their proposal may be deemed non-responsive.

Bidders may also purchase Project Plans and Contract Book at the **Kiosk Counter** of the Community Development Department, City Hall, 835 East 14th Street, 1st Floor, San Leandro, **(510) 577-3423**, upon payment of a non-refundable fee of **\$45.00 (payable by exact cash or check only)** for each set.
12. **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.
13. **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.
14. **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.

15. 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.
16. 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.
17. 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.
18. 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.
19. PRE-BID CONFERENCE: A pre-bid conference will be held on **Thursday June 12, 2014, at 10:30 a.m. at the Sister Cities Gallery Room, City Hall, 835 E. 14th Street, San Leandro.** A bidder who fails to attend a pre-bid conference will be held responsible for any information that could have been reasonably deduced from said attendance. Attendance is strongly encouraged.

Questions regarding the plans and specifications may be submitted in writing to the project engineer until 5:00 p.m., five (5) days before, excluding Saturdays, Sundays and Holidays, bids are due. The City will not respond to oral questions outside of the pre-bid conference. The response, if any, will be by written addendum only. Oral responses do not constitute a revision to these plans or specifications.
20. VALUE OF WORK: The Engineer has estimated that the value of work is **\$1,000,000 and \$5,000,000.**
21. 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.

22. 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.
23. 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.
24. BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
25. BID PROTEST PROCEDURES: Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

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

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

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

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

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

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the

bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

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

Dated: May 20, 2014

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 **horizontal directional drilling of underground conduit and installing intermediate pull boxes and manholes**, and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled **"Fiber Conduit for Broadband Network. Project No. 2013.0320"** 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 D. Pio Roda, City Attorney

David Baum, Finance Director

Account Nos. 150-38-347-5240
120-38-347-5240
210-38-347-5240

ACKNOWLEDGMENT

State of California
County of Alameda)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization	1	LS	_____		
2	Traffic Control and Stationary Construction Area Signs	1	LS	_____		
3.	Sheeting, Shoring & Bracing	1	LS	_____		
4.	Potholing	1	LS	_____		
5.	Asbestos Abatement	1	LS	_____		
6.	Furnish and Install 2 inch Conduit in Ground (Final Quantity)	38,336	LF	_____		
7.	Furnish and Install 2 inch Conduit in Abandoned Pipeline (Final Quantity)	2,025	LF	_____		
8.	Furnish and Install Pull Box	68	EA	_____		
9.	Furnish and Install Manhole	15	EA	_____		
10.	Replace existing pull box	4	EA	_____		
11.	Extend conduit into existing pull box or manhole	10	EA			

TOTAL BID: _____
(In Words)

TOTAL BID: _____
(In Figures)

UNITS OF MEASURE:

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

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

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

a _____ hereinafter called Principal, and

hereinafter called Surety, are held firmly bound unto the **City of San Leandro**, a municipal corporation,
hereinafter called OWNER, in the penal sum of

_____ Dollars, (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2014,
a copy of which is hereto attached and made a part hereof for the construction of:

Fiber Conduit for Broadband Network, Project No. 2013.0320

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good
any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the WORK
to be performed there under or the SPECIFICATIONS accompanying the same shall in any way
affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST: _____

By _____ (s)

(SEAL)

ATTEST: _____

By _____ (s)

(SEAL)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

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 that:

a _____ hereinafter called Principal, and

hereinafter called Surety, are held firmly bound unto the **City of San Leandro**, a municipal corporation,
hereinafter called OWNER, in the penal sum of

_____ Dollars, (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2014,
a copy of which is hereto attached and made a part hereof for the construction of:

Fiber Conduit for Broadband Network, Project No. 2013.0320

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good
any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the WORK
to be performed there under or the SPECIFICATIONS accompanying the same shall in any way
affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST: _____

_____ By _____ (s)

(SEAL)

ATTEST: _____

_____ By _____ (s)

(SEAL)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

Approved as to form:

Risk Manager

END OF PAYMENT BOND

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of San Leandro, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Fiber Conduit for Broadband Network, Project No. 2013.0320**; 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, and 85 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:

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

2-0	General
2-0.1	Federal Lobbying Restrictions
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	Survey Service
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

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 Regarding Lobbying is included in the Proposal. The form shall be properly filled out and signed by the bidder and by each subcontract and any lower tier contracts exceeding \$100,000.

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 certifications and disclosure forms 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.

AFFIRMATIVE ACTION.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade 25.8%	Goals for female participation for each trade 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	California
County of:	Alameda
City of:	San Leandro

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

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

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

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

2-3 SUBCONTRACTS

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

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

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

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

Bid Item No.	Description
None	

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

PAYMENT BOND AND PERFORMANCE BOND: The forms for the Payment Bond and Performance Bond can be found within these contract documents. Only said bond forms provided 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, and 85 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	1154	405
Legend, General & Construction Notes	2	1155	405
Key Plan	3	1156	405
Doolittle – Davis St to City Limits	4 - 7	1157 - 60	405
Adams, McCormick, Edison & Whitney	8 - 10	1161 - 63	405
Doolittle – Williams to Marina	11 - 12	1164 - 65	405
Marina – Nome to Monarch Bay	13 - 14	1166 - 67	405
Monarch Bay Drive	15	1168	405
Fairway – Monarch Bay to Catalina	16 - 18	1169 - 71	405
Catalina – Fairway to Farallon	19 - 20	1172 - 73	405
Farallon – Catalina to Wicks	21 - 24	1174 - 77	405
Burroughs Ave	25	1178	405
Griffith St	26	1179	405
Alvarado – Marina to Fremont	27 - 30	1180 - 83	405
Fremont Ave	31	1184	405
Chevron St	32	1185	405
Montague Ave	33	1186	405
Teagarden – Montague to Alvarado	34 - 36	1187 - 89	405
Standard Details	37 - 38	1190 - 91	405

2-5.1 GENERAL The following is added to section 2-5.1 of the Standard Specifications:

The Contractor shall submit a request for information (RFI) to the Engineer whenever the intent of the contract documents is ambiguous or unclear. RFI's shall be in writing and shall be numbered sequentially. RFI's shall include references to relevant details, specification sections, and plan sheets so that the question may be easily understood. Responses to RFI's shall be considered amendments to the contract documents, and the work shall be constructed in accordance with the responses. The response to an RFI does not indicate or authorize extra work or authorize additional compensation. The Contractor must follow the procedures of Section 3 if additional compensation is desired.

2-5.3 SUBMITTALS The following is added to Section 2-5.3 of the Standard Specifications:

Submittals shall consist of the appropriate combination of catalog sheets, certificate of compliance, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, or other requested information necessary to describe a system, product, or item. Submittals for systems shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. Three copies will be returned to the Contractor.

2-5.3.1 GENERAL The following is added to Section 2-5.3.1 of the Standard Specifications:

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

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

A partial list of the required submittals is as follows:

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

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

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

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

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record

drawings shall be supplemented by any detailed sketches as necessary or as directed to indicate fully the work as actually constructed.

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

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

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

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

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

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

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

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

NONE

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

In accordance with Section 6-1 of these Special Provisions, Contractor shall submit the following to the City for review prior to the pre-construction meeting:

- Preliminary Construction Schedule
- Traffic Control Plans
- 24-Hour Emergency Phone Numbers
- Copies of Business Licenses for Contractor and all listed Subcontractors
- All Applicable Permits
- The Contractors Representative
- Traffic Control Flagging Certifications (California Code of Regulations (CCR) Title 8, Section 1599)

- Excavation Permit (CCR Title 8, Section 1533-1543 and California Government Code (CGC) Sections 4216 et. seq's for trenches 5 feet or deeper OSHA permit required.)
 - Activity Notification Form (CCR Title 8, Section 341.(f))
 - Competent Person Certifications (CCR Title 8, Sections 1504, 1541 and 1541.1)
- Confined Space Entry Program (CCR Title 8, Sections 5156 et. seq.)
 - Standard Specification Section 7-10.4.4 requires Contractor to provide CSEP
- Asbestos Abatement Contractor Regulations
 - Certified technicians (CCR Title 8, Section 341.16)
 - OSHA notification (CCR Title 8, Section 341.16)
- All other Permits as required by Federal or State Law

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

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

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

2-9 SURVEYING

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

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

The Engineer shall provide construction survey staking for the following items. One set of construction stakes will be provided unless otherwise noted.

NONE.

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

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

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

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

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

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

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

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

1. Such portion of work for which inspection is called is not complete, or when corrections called for are not made.
2. When the permits are not properly posted at the work site.
3. The approved plans are not readily available to the inspector.
4. When the Contractor fails to provide access to the work on the date for which inspection is requested.
5. For obvious non-compliance and/or for deviating from plans and specifications without the required approval of the Engineer.
6. Any unauthorized work.
7. Work not subject to initial inspection.
8. Continuous failure of material testing.

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

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

SECTION 3 - CHANGES IN WORK

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

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

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

Bid Item No.	Description
	None

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

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

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

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

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

3-3.2 PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAILY EXTRA WORK REPORT

(Determination of Time and Materials)

DATE OF REPORT: _____

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

PROJECT NAME: _____

CONTRACTOR JOB NO. : _____

PROJECT NO.: _____

DESCRIPTION OF WORK: _____

DATE WORK PERFORMED: _____

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

Contractor's Representative _____

Date _____

Project Inspector _____

Date _____

REVIEWED: Sr. Engineering Inspector _____

Date _____

ACCEPTED FOR PROGRESS PAYMENT: _____ DATE: _____ CCO NO.: _____

Project Manager

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

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

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

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

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

SECTION 4 - CONTROL OF MATERIALS

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

4-1	Materials And Workmanship
4-1.1.1	Buy American Requirements
4-1.5	Certification
4-1.9	City Furnished Materials

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

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.

4-1.9 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. Padlocks for pull box vandal resistant inserts

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
	All other Hours	(510) 577-3459



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

SYSTEM OUTAGE REQUEST

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

Contractor:

Reason:

Duration:

Location:

Outage Description:

Contacts (24 hr.):

WPCP Phone #: 510-577-3434

After Hours #: 510-577-3459

☐ 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
6-6.4	Written Notice And Report
6-7.2	Working Days
6-8	Completion, Acceptance And Warranty
6-9	Liquidated Damages
6-10	Use Of Improvement During Construction

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

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

45 working days.

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

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

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

Five (5) working days prior to the pre-construction conference, the Contractor shall submit six (6) copies of the following documents:

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

Within the first seven working days of this project, the Contractor shall submit a final construction schedule to the Engineer.

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

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

The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due to the Contractor, for any work task performed outside of the project schedule.

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

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

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

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

- 1) Each activity shall be a unit of work that requires an amount of time for its performance not exceeding fifteen (15) days;
 - 2) Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish;
 - 3) The scope of the activity shall be formed from the largest grouping of related operations that permit a continuous and measurable flow of work and that can proceed without affecting or being abetted by other activities;
 - 4) The scope of the activity shall be small enough to permit a reasonable appraisal of its status.
2. Traffic Control Plans for each of the various stages and activities of construction, pursuant to Section 7-10.3 of the Special Provisions acceptable to the Engineer. Include all subcontractor operations and whether the general or subcontractor will perform traffic control.

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

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

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

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

3. Sample flyers and/or door hangers pursuant to Section 7-10.1.2, “Public Notification”.
4. The name, daytime phone number, and 24-hour emergency phone number of the Contractor’s representatives(s) pursuant to Section 7-6 of the Standard Specifications.
5. Photocopies of current business licenses for Contractor and all listed subcontractors.

EFFECT ON PROGRESS PAYMENT: Progress payments will not be approved until business licenses from the Contractor and all listed subcontractors have been submitted.

6. Photocopies of applicable licenses, permits, certifications, documents, etc. pursuant to Section 7-5 “Permits”.

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

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

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

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

1. Advisory Signs
2. Stationary Mounted Construction Area Signs
3. USA/Utilities/Caltrans Notification
4. No Parking Signs placed

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

1. Install Project Sponsor Sign
2. Advisory Signs
3. Stationary Mounted Construction Area Signs
4. USA Notification
5. Potholing
6. Improvements shown on plansheets 4 through 10, including surface restoration
7. Remainder of improvements
8. Remove Sponsor Sign and restore sidewalk

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

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor's control of the work:
 - A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor's material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.
 - B. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 - C. If the Contractor or any of the subcontractors engaged in the performance of the work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the work.
 - D. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the work or for material or labor used in the performance of the work in accordance with the contract documents and applicable law.
 - E. If the Contractor or any subcontractors engaged in the performance of the work persistently disregard laws or ordinances applicable to the performance of the work, or the instructions of the City, the construction manager, the architect, or other authorized representatives of the City.
 - F. For any reason or for no reason, at the City's sole discretion.
2. If the City intends to terminate the Contractor's control of the work for any of the reasons specified in this section, the City will immediately serve written notice to the Contractor and its sureties. Notice of the City's intent to terminate the Contractor's control of the work will be given by certified mail and will specify the grounds for termination, the required cure, if any, and the time by which the cure

must be performed. Upon receipt of notice of the City's intent to terminate the Contractor's control of the work, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice, to cure its default. If the Contractor does not perform the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by certified mail. The notice of termination will specify:

- A. That upon receipt of the notice the Contractor's right to perform or complete the work, including on behalf of the Contractor's sureties, is terminated;
 - B. That the Contractor's sureties will have the right to take over and complete the work and perform all of the Contractor's remaining obligations that have accrued under the agreement;
 - C. That if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the agreement and commence completion of the work and performance of all of the Contractor's remaining obligations that have accrued under the agreement within ten (10) days after receipt of notice of termination, the City may declare the Contractor's sureties in default and take over the completion of the work, or have the work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost.
3. The City may, in addition to all other available remedies that the City may have under the contract documents and at law or equity, deduct any such excess cost of completing the work from amounts that are due or that may become due the Contractor.
 4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.
 5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
 6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.
 7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
 8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

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

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

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

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

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

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

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

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

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

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

The following are the designated City holidays:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor's failure to fully perform the work or to fully perform all of the Contractor's obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$400.00 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
7-2.2.4	Payroll Records
7-2.2.5	Labor And Non-Discrimination
7-3	Liability Insurance
7-5	Permits
7-6	The Contractor's Representative
7-8	Work Site Maintenance
7-8.1.1	Recycling Of Construction Material
7-8.1.2	Vermin Control
7-8.2	Air Pollution Control
7-8.3	Noise Control
7-8.4	Storage of Equipment and materials
7-8.5	Sanitary Sewer
7-8.6	Water Pollution Control
7-8.6.1	General
7-8.6.4	Dewatering
7-8.6.4.1	Pavement Saw-Cutting Operations
7-8.6.4.2	Pavement Operations
7-8.6.4.3	Concrete Operations
7-8.6.4.4	Grading And Excavation Operations
7-8.6.4.5	Spill Prevention And Control
7-8.6.4.6	Vehicle/Equipment Cleaning
7-8.6.4.7	Contractor Training And Awareness
7-8.6.4.8	Good Housekeeping Practices
7-8.6.4.9	Drainage Control
7-8.6.4.10	Enforcement
7-8.6.5	Payment
7-10	Public Convenience And Safety
7-10.1	Traffic And Access
7-10.1.1	Pedestrian Access
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	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 \$1,000,00.00 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. NOT USED.

D. NOT USED

E. All Policies and Requirements.

- 1) Acceptability of Insurers: All Insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 2) Verification of Coverage: Prior to beginning any work under this Agreement, Contractor shall furnish City with complete and legible copies of certificates of insurance evidencing all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of certificates of insurance and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance certificates and endorsements prior to the 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.
- 6) 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.
- 7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- F. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

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

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

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

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

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

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

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

NONE

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

Caltrans Encroachment Permit

UNION PACIFIC RAILROAD REGULATIONS: The Contractor shall comply with all UPRR regulations.

The contractor shall procure and maintain for the duration of the contract Railroad Protective Liability Insurance, to the satisfaction of UPRR. Additional information is available, via the Internet, at:

<http://www.uprr.com/reus/rrinsure/insurovr.shtml>

The contractor is responsible for scheduling and for payment of UPRR Flagmen. Flagman rates, minimum hours and advanced scheduling notice information can be obtained by contacting

Robert J. Brennan
MGR Track Maintenance
37950 Central Court, Ste. B
Newark, CA 94560
Work # (402) 501-3774
Cell # (402) 594-5960

Keith P. Rushing
MGR Signal Maintenance
1851 5th Street
Oakland, Ca 94607
Work # (510) 268-3052
Cell # (510) 504-7492

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Separate materials on-site and:

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

Do not separate materials:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During wet weather or when rain is in forecast, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or

cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

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

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

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

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

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

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

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

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

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures at construction sites. There are several publications that provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate storm water pollution. The reference publications are as follows:

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

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

7-8.6.4 DEWATERING 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.

7-8.6.4.10 ENFORCEMENT The City has the authority, through various sections of the San Leandro Municipal Code, to enforce any portion of this Section. City enforcement may include, but is not limited to: citations, orders to abate, bills for City cleanup costs and administration, civil suits, and criminal charges. Enforcement action by the City does not void or suspend any enforcement actions by other agencies.

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

7-10 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

7-10.2 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS Construction materials shall not be stored in streets, roads, highways, or on public property. All materials or equipment used in construction shall be stored elsewhere by the Contractor at its expense. All materials shall be stored in accordance with Section 7-8.4 of these Special Provisions.

Construction equipment shall not be stored at the work site except during its actual use on the work. Excavated material shall not be stored in public streets unless otherwise permitted. All excess material shall be removed immediately from the site.

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

7-10.2.1 CONSTRUCTION STAGING/STOCKPILE LOCATION: The Contractor shall secure for use during the duration of the project, property equipment storage for stockpiling materials and other construction related activities. The Contractor shall submit a letter indicating the staging area location, the property owner's name, address, and phone number, and the owner's signed consent for the use of the property for the duration of the project. Prior to property owner granting permission for occupancy, a Use Permit indicating proper zoning shall be obtained from the City's Community Development Department, Planning Division in accordance with Section 7-5 of these Special Provisions. Contractor shall be subject to trespassing laws for non-compliance to these provisions.

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

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

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

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

7-10.3.2 STREET CLOSURES AND ACCESS Access for local residents and businesses and all private property shall be maintained at all times. The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as determined by the Engineer.

Lane closures in the following segments shall be in accordance with the requirements of these Special Provisions, and Caltrans Encroachment Permit

- Doolittle Drive - from Davis St. to North City limit

Lane closures in the following segments shall be in accordance with the requirements of these Special Provisions, and the Lane Closure Charts No. 1 included in this section. Note: Flashing Arrow Boards are required on all streets listed in Chart 1 except for Adams Avenue and Catalina Street.

- Adams Avenue -from Doolittle Dr. to McCormick St

- Alvarado Street - from Marina Blvd. to Fremont St.
- Catalina Street - from Fairway Dr. to Farallon Dr.
- Doolittle Drive - from Marina Blvd to 100' north of Williams Street
- Fairway Drive - from Monarch Bay Dr. to Catalina St.
- Farallon Drive - from Catalina St to Wicks Blvd.
- Fremont Street -from Alvarado St. to Chevron St.
- Marina Boulevard - from Nome St. to Neptune Dr.
- Monarch Bay Drive - from Neptune Dr. to Fairway Dr.
- Teagarden Street - from Montague Ave. to Alvarado St.
- Wicks Boulevard - from Farallon Dr. to Burroughs Ave.

Lane closures in the following segments shall be in accordance with the requirements of these Special Provisions, and the Lane Closure Charts No. 2 included in this section.

- Burroughs Avenue - from Wicks Blvd to Griffith St.
- Chevron Street - from Fremont St. to 14200 Chapman Road.
- Edison Avenue - from McCormick St. to Whitney St.
- Griffith Street - from Burroughs Ave. to Farallon Dr.
- McCormick Street - from Adams Ave to Edison Ave.
- Montague Avenue - from Alvarado St. to Teagarden St.
- Whitney Street - from Edison Ave. to Adams Ave

LANE CLOSURE REQUIREMENTS

CHART NO. 1

LOCATIONS: See Chart 1 List on previous page												DIRECTION OF TRAVEL: ALL												
FROM	a.m.											p.m.												
HOUR to HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	X	X	X	X	X	X	W	W	W	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	W	W	W	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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

LEGEND:

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

REMARKS:

Approved by Traffic Operations Engineer: *Robert N. Cho* Date: *05/06/14*

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

CHART NO. 2

LOCATION: See Chart 2 List on previous page												DIRECTION OF TRAVEL: ALL												
FROM	a.m.											p.m.												
HOUR to HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	X	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	1	1	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	1	1	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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

LEGEND:

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

REMARKS:

Approved by Traffic Operations Engineer: *Robert N. Cho* Date: *05/06/14*

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

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

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

8-1 General

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

9-2	Lump Sum Work
9-3	Payment
9-3.1	General
9-3.1.1	Final Pay Items
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

9-2 LUMP SUM WORK

The following is added:

Contractor shall submit a schedule of values for designated lump sum bid items.

9-3 PAYMENT

9-3.1 GENERAL

Paragraph 8 of Section 9-3.1 is revised as follows:

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

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

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

9-3.1.1 FINAL PAY ITEMS

Section 9-3.1.1 is added to the Standard Specifications thus:

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

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

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

9-3.2 PARTIAL AND FINAL PAYMENT

The first sentence of the third paragraph is replaced with the following:

Retention will not be applied, the progress estimate less the amount of all previous payments will be paid.

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

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

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

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

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

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

The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will consider and determine the Contractor's claims and it will

be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to submit such information and details will be sufficient cause for denying the claims.

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

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

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

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

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

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

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5 percent (5%) of the original contract amount, whichever is the lesser, will be included in said estimate for payment.
2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent (75%) of the contract item price for mobilization, or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent (20%) or more of the original contract amount, the total amount earned for mobilization shall be 95 percent (95%) of the contract item price for mobilization, or 9.5 percent (9.5%) of the original contract amount, whichever is the lesser, and said amount will be included in said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent (50%) or more of the original contract amount, the total amount earned for mobilization shall be 100 percent (100%) of the contract item price for mobilization, or 10 percent (10%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.

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

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

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

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

SECTION 10 – EDA CONTRACTING PROVISIONS

Section 10, EDA Requirements is added to the Standard Specifications:

The following U.S. Department of Commerce Economic Development Administration (EDA) Contracting Provisions for Construction Projects are added to the Standard Specifications.

In the event of any conflict between Section 10 and the remainder of Standard Specifications, Section 10 shall take precedence.

**U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

TABLE OF CONTENTS

1. Definitions
2. Applicability
3. Federally Required Contract Provisions
4. Required Provisions Deemed Inserted
5. Inspection by EDA Representatives
6. Examination and Retention of Contractor's Records
7. Construction Schedule and Periodic Estimates
8. Contractor's Title to Material
9. Inspection and Testing of Materials
10. "OR EQUAL" Clause
11. Patent Fees and Royalties
12. Claims for Extra Costs
13. Contractor's and Subcontractor's Insurance
14. Contract Security Bonds
15. Labor Standards - Davis-Bacon and Related Acts
16. Labor Standards - Contract Work Hours and Safety Standards Act
17. Equal Employment Opportunity
18. Contracting with Small, Minority and Women's Businesses
19. Health, Safety and Accident Prevention
20. Conflict of Interest and Other Prohibited Interests
21. New Restrictions on Lobbying
22. Historical and Archaeological Data Preservation
23. Clean Air and Water
24. Use of Lead-Based Paints on Residential Structures
25. Energy Efficiency
26. Environmental Requirements
27. Debarment, Suspension, Ineligibility and Voluntary Exclusions
28. EDA Project Sign

1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient - An entity receiving Federal financial assistance from EDA, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold - currently fixed at \$100,000. *See* 41 U.S.C. 403(11)).

(b) Termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).

(c) Compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor regulations at 41 C.F.R. chapter 60 (applicable to all construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subrecipients).

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by Department of Labor regulations at 29 C.F.R. part 3 (all contracts and subgrants for construction or repair).

(e) Compliance with the Davis-Bacon Act (40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 5 (construction contracts in excess of \$2,000 awarded by Recipients and subrecipients).

(f) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. (construction contracts awarded by Recipients and subrecipients in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(g) EDA requirements and regulations pertaining to reporting.

(h) EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) EDA requirements and regulations pertaining to copyrights and rights in data.

(j) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*, and Environmental Protection Agency regulations at 48 C.F.R. part 15 (applicable to contracts, subcontracts, and subgrants of amounts in excess of \$ 100,000).

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in

the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workmen's Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$100,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 601 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project 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 at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the 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 that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 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 determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) 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.

(3) 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.

(4) 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.

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) Payrolls and basic records

(1) 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 in the construction or development of the Project. 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 C.F.R. § 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, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that 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.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at www.dol.gov/esa/forms/whd/index.htm. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3;

(C) 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.

(iii) 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 14(c)(ii) of this section.

(iv) 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 U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 14(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them

available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. part 5.12.

(d) Apprentices and Trainees.

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(2) **Trainees.** Except as provided in 29 C.F.R. § 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 that 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's 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.

(3) 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, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) Compliance with Copeland Anti-Kickback Act Requirements. The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c)) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) Subcontracts. The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. part 5.5.

(g) Contract termination; debarment. The breach of the contract clauses in 29 C.F.R. part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **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 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that 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 C.F.R. § 5.12(a)(1).

(2) 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 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(a) **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 that person 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.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore 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 (a) 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 (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) 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 (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with or by a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(8) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(9) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(10) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
- (6) Requiring each party to a subcontract to take the affirmative steps of this section; and
- (7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract

provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise

be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$100,000

(a) **Definition.** "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES

(a) If the work under this Contract involves construction or rehabilitation of residential structures, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint used on the Project on applicable surfaces does not contain lead in excess of the percentages set forth in Paragraphs (a) and (b) of this section. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total nonvolatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

(1) For paint manufactured after June 22, 1977, paint may not contain lead in excess of 6 one-hundredths of 1 percent (.0006) lead by weight.

(2) For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five-tenths of 1 percent lead by weight.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

(c) Definitions

(1) "Applicable surfaces" are those exterior surfaces which are readily accessible to children under seven years of age.

(2) "Residential structures" means houses, apartments, or other structures intended for human habitation, including institutional structures where persons reside, which are accessible to children under seven years of age, such as day care centers, intermediate and extended care facilities, and certain community facilities.

25. ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public L. No. 94-163) for the State in which the Work under the Contract is performed.

26. ENVIRONMENTAL REQUIREMENTS

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

(1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.

(2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

(4) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Order 12549, *Debarment and Suspension*, and implemented at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), as defined at 2 C.F.R. part 1326.

(1) By entering into this Contract, and by further executing Form CD-512, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 15 C.F.R. §§ 14.13 or 24.35, as applicable.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

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, and 85 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:

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

2-0	General
2-0.1	Federal Lobbying Restrictions
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	Survey Service
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

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 Regarding Lobbying is included in the Proposal. The form shall be properly filled out and signed by the bidder and by each subcontract and any lower tier contracts exceeding \$100,000.

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 certifications and disclosure forms 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.

AFFIRMATIVE ACTION.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade 25.8%	Goals for female participation for each trade 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	California
County of:	Alameda
City of:	San Leandro

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

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

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

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

2-3 SUBCONTRACTS

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

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

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

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

Bid Item No.	Description
None	

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

PAYMENT BOND AND PERFORMANCE BOND: The forms for the Payment Bond and Performance Bond can be found within these contract documents. Only said bond forms provided 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, and 85 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	1154	405
Legend, General & Construction Notes	2	1155	405
Key Plan	3	1156	405
Doolittle – Davis St to City Limits	4 - 7	1157 - 60	405
Adams, McCormick, Edison & Whitney	8 - 10	1161 - 63	405
Doolittle – Williams to Marina	11 - 12	1164 - 65	405
Marina – Nome to Monarch Bay	13 - 14	1166 - 67	405
Monarch Bay Drive	15	1168	405
Fairway – Monarch Bay to Catalina	16 - 18	1169 - 71	405
Catalina – Fairway to Farallon	19 - 20	1172 - 73	405
Farallon – Catalina to Wicks	21 - 24	1174 - 77	405
Burroughs Ave	25	1178	405
Griffith St	26	1179	405
Alvarado – Marina to Fremont	27 - 30	1180 - 83	405
Fremont Ave	31	1184	405
Chevron St	32	1185	405
Montague Ave	33	1186	405
Teagarden – Montague to Alvarado	34 - 36	1187 - 89	405
Standard Details	37 - 38	1190 - 91	405

2-5.1 GENERAL The following is added to section 2-5.1 of the Standard Specifications:

The Contractor shall submit a request for information (RFI) to the Engineer whenever the intent of the contract documents is ambiguous or unclear. RFI's shall be in writing and shall be numbered sequentially. RFI's shall include references to relevant details, specification sections, and plan sheets so that the question may be easily understood. Responses to RFI's shall be considered amendments to the contract documents, and the work shall be constructed in accordance with the responses. The response to an RFI does not indicate or authorize extra work or authorize additional compensation. The Contractor must follow the procedures of Section 3 if additional compensation is desired.

2-5.3 SUBMITTALS The following is added to Section 2-5.3 of the Standard Specifications:

Submittals shall consist of the appropriate combination of catalog sheets, certificate of compliance, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, or other requested information necessary to describe a system, product, or item. Submittals for systems shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. Three copies will be returned to the Contractor.

2-5.3.1 GENERAL The following is added to Section 2-5.3.1 of the Standard Specifications:

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

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

A partial list of the required submittals is as follows:

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

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

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

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

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record

drawings shall be supplemented by any detailed sketches as necessary or as directed to indicate fully the work as actually constructed.

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

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

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

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

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

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

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

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

NONE

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

In accordance with Section 6-1 of these Special Provisions, Contractor shall submit the following to the City for review prior to the pre-construction meeting:

- Preliminary Construction Schedule
- Traffic Control Plans
- 24-Hour Emergency Phone Numbers
- Copies of Business Licenses for Contractor and all listed Subcontractors
- All Applicable Permits
- The Contractors Representative
- Traffic Control Flagger Certifications (California Code of Regulations (CCR) Title 8, Section 1599)

- Excavation Permit (CCR Title 8, Section 1533-1543 and California Government Code (CGC) Sections 4216 et. seq's for trenches 5 feet or deeper OSHA permit required.)
 - Activity Notification Form (CCR Title 8, Section 341.(f))
 - Competent Person Certifications (CCR Title 8, Sections 1504, 1541 and 1541.1)
- Confined Space Entry Program (CCR Title 8, Sections 5156 et. seq.)
 - Standard Specification Section 7-10.4.4 requires Contractor to provide CSEP
- Asbestos Abatement Contractor Regulations
 - Certified technicians (CCR Title 8, Section 341.16)
 - OSHA notification (CCR Title 8, Section 341.16)
- All other Permits as required by Federal or State Law

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

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

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

2-9 SURVEYING

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

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

The Engineer shall provide construction survey staking for the following items. One set of construction stakes will be provided unless otherwise noted.

NONE.

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

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

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

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

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

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

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

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

1. Such portion of work for which inspection is called is not complete, or when corrections called for are not made.
2. When the permits are not properly posted at the work site.
3. The approved plans are not readily available to the inspector.
4. When the Contractor fails to provide access to the work on the date for which inspection is requested.
5. For obvious non-compliance and/or for deviating from plans and specifications without the required approval of the Engineer.
6. Any unauthorized work.
7. Work not subject to initial inspection.
8. Continuous failure of material testing.

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

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

SECTION 3 - CHANGES IN WORK

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

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

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

Bid Item No.	Description
	None

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

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

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

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

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

3-3.2 PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAILY EXTRA WORK REPORT

(Determination of Time and Materials)

DATE OF REPORT: _____

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

PROJECT NAME: _____

CONTRACTOR JOB NO. : _____

PROJECT NO.: _____

DESCRIPTION OF WORK: _____

DATE WORK PERFORMED: _____

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

VERIFICATION of LABOR, EQUIPMENT, and MATERIAL PROVIDED:

Contractor's Representative

Date

Project Inspector

Date

REVIEWED: Sr. Engineering Inspector

Date

ACCEPTED FOR PROGRESS PAYMENT: _____ DATE: _____ CCO NO.: _____

Project Manager

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

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

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

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

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

SECTION 4 - CONTROL OF MATERIALS

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

4-1	Materials And Workmanship
4-1.1.1	Buy American Requirements
4-1.5	Certification
4-1.9	City Furnished Materials

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

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.

4-1.9 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. Padlocks for pull box vandal resistant inserts

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
	All other Hours	(510) 577-3459



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

SYSTEM OUTAGE REQUEST

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

Contractor:

Reason:

Duration:

Location:

Outage Description:

Contacts (24 hr.):

WPCP Phone #: 510-577-3434

After Hours #: 510-577-3459

☐ 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
6-6.4	Written Notice And Report
6-7.2	Working Days
6-8	Completion, Acceptance And Warranty
6-9	Liquidated Damages
6-10	Use Of Improvement During Construction

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

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

45 working days.

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

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

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

Five (5) working days prior to the pre-construction conference, the Contractor shall submit six (6) copies of the following documents:

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

Within the first seven working days of this project, the Contractor shall submit a final construction schedule to the Engineer.

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

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

The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due to the Contractor, for any work task performed outside of the project schedule.

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

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

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

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

- 1) Each activity shall be a unit of work that requires an amount of time for its performance not exceeding fifteen (15) days;
 - 2) Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish;
 - 3) The scope of the activity shall be formed from the largest grouping of related operations that permit a continuous and measurable flow of work and that can proceed without affecting or being abetted by other activities;
 - 4) The scope of the activity shall be small enough to permit a reasonable appraisal of its status.
2. Traffic Control Plans for each of the various stages and activities of construction, pursuant to Section 7-10.3 of the Special Provisions acceptable to the Engineer. Include all subcontractor operations and whether the general or subcontractor will perform traffic control.

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

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

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

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

3. Sample flyers and/or door hangers pursuant to Section 7-10.1.2, “Public Notification”.
4. The name, daytime phone number, and 24-hour emergency phone number of the Contractor’s representatives(s) pursuant to Section 7-6 of the Standard Specifications.
5. Photocopies of current business licenses for Contractor and all listed subcontractors.

EFFECT ON PROGRESS PAYMENT: Progress payments will not be approved until business licenses from the Contractor and all listed subcontractors have been submitted.

6. Photocopies of applicable licenses, permits, certifications, documents, etc. pursuant to Section 7-5 “Permits”.

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

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

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

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

1. Advisory Signs
2. Stationary Mounted Construction Area Signs
3. USA/Utilities/Caltrans Notification
4. No Parking Signs placed

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

1. Install Project Sponsor Sign
2. Advisory Signs
3. Stationary Mounted Construction Area Signs
4. USA Notification
5. Potholing
6. Improvements shown on plansheets 4 through 10, including surface restoration
7. Remainder of improvements
8. Remove Sponsor Sign and restore sidewalk

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

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor's control of the work:
 - A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor's material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.
 - B. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 - C. If the Contractor or any of the subcontractors engaged in the performance of the work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the work.
 - D. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the work or for material or labor used in the performance of the work in accordance with the contract documents and applicable law.
 - E. If the Contractor or any subcontractors engaged in the performance of the work persistently disregard laws or ordinances applicable to the performance of the work, or the instructions of the City, the construction manager, the architect, or other authorized representatives of the City.
 - F. For any reason or for no reason, at the City's sole discretion.
2. If the City intends to terminate the Contractor's control of the work for any of the reasons specified in this section, the City will immediately serve written notice to the Contractor and its sureties. Notice of the City's intent to terminate the Contractor's control of the work will be given by certified mail and will specify the grounds for termination, the required cure, if any, and the time by which the cure

must be performed. Upon receipt of notice of the City's intent to terminate the Contractor's control of the work, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice, to cure its default. If the Contractor does not perform the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by certified mail. The notice of termination will specify:

- A. That upon receipt of the notice the Contractor's right to perform or complete the work, including on behalf of the Contractor's sureties, is terminated;
 - B. That the Contractor's sureties will have the right to take over and complete the work and perform all of the Contractor's remaining obligations that have accrued under the agreement;
 - C. That if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the agreement and commence completion of the work and performance of all of the Contractor's remaining obligations that have accrued under the agreement within ten (10) days after receipt of notice of termination, the City may declare the Contractor's sureties in default and take over the completion of the work, or have the work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost.
3. The City may, in addition to all other available remedies that the City may have under the contract documents and at law or equity, deduct any such excess cost of completing the work from amounts that are due or that may become due the Contractor.
 4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.
 5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
 6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.
 7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
 8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

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

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

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

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

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

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

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

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

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

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

The following are the designated City holidays:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor's failure to fully perform the work or to fully perform all of the Contractor's obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$400.00 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
7-2.2.4	Payroll Records
7-2.2.5	Labor And Non-Discrimination
7-3	Liability Insurance
7-5	Permits
7-6	The Contractor's Representative
7-8	Work Site Maintenance
7-8.1.1	Recycling Of Construction Material
7-8.1.2	Vermin Control
7-8.2	Air Pollution Control
7-8.3	Noise Control
7-8.4	Storage of Equipment and materials
7-8.5	Sanitary Sewer
7-8.6	Water Pollution Control
7-8.6.1	General
7-8.6.4	Dewatering
7-8.6.4.1	Pavement Saw-Cutting Operations
7-8.6.4.2	Pavement Operations
7-8.6.4.3	Concrete Operations
7-8.6.4.4	Grading And Excavation Operations
7-8.6.4.5	Spill Prevention And Control
7-8.6.4.6	Vehicle/Equipment Cleaning
7-8.6.4.7	Contractor Training And Awareness
7-8.6.4.8	Good Housekeeping Practices
7-8.6.4.9	Drainage Control
7-8.6.4.10	Enforcement
7-8.6.5	Payment
7-10	Public Convenience And Safety
7-10.1	Traffic And Access
7-10.1.1	Pedestrian Access
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	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 \$1,000,00.00 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. NOT USED.

D. NOT USED

E. All Policies and Requirements.

- 1) Acceptability of Insurers: All Insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 2) Verification of Coverage: Prior to beginning any work under this Agreement, Contractor shall furnish City with complete and legible copies of certificates of insurance evidencing all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of certificates of insurance and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance certificates and endorsements prior to the 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.
- 6) 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.
- 7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

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

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

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

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

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

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

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

NONE

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

Caltrans Encroachment Permit

UNION PACIFIC RAILROAD REGULATIONS: The Contractor shall comply with all UPRR regulations.

The contractor shall procure and maintain for the duration of the contract Railroad Protective Liability Insurance, to the satisfaction of UPRR. Additional information is available, via the Internet, at:

<http://www.uprr.com/reus/rinsure/insurovr.shtml>

The contractor is responsible for scheduling and for payment of UPRR Flagmen. Flagman rates, minimum hours and advanced scheduling notice information can be obtained by contacting

Robert J. Brennan
MGR Track Maintenance
37950 Central Court, Ste, B
Newark, CA 94560
Work # (402) 501-3774
Cell # (402) 594-5960

Keith P. Rushing
MGR Signal Maintenance
1851 5th Street
Oakland, Ca 94607
Work # (510) 268-3052
Cell # (510) 504-7492

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Separate materials on-site and:

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

Do not separate materials:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During wet weather or when rain is in forecast, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or

cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

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

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

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

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

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

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

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

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

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures at construction sites. There are several publications that provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate storm water pollution. The reference publications are as follows:

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

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

7-8.6.4 DEWATERING 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.

7-8.6.4.10 ENFORCEMENT The City has the authority, through various sections of the San Leandro Municipal Code, to enforce any portion of this Section. City enforcement may include, but is not limited to: citations, orders to abate, bills for City cleanup costs and administration, civil suits, and criminal charges. Enforcement action by the City does not void or suspend any enforcement actions by other agencies.

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

7-10 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

7-10.2 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS Construction materials shall not be stored in streets, roads, highways, or on public property. All materials or equipment used in construction shall be stored elsewhere by the Contractor at its expense. All materials shall be stored in accordance with Section 7-8.4 of these Special Provisions.

Construction equipment shall not be stored at the work site except during its actual use on the work. Excavated material shall not be stored in public streets unless otherwise permitted. All excess material shall be removed immediately from the site.

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

7-10.2.1 CONSTRUCTION STAGING/STOCKPILE LOCATION: The Contractor shall secure for use during the duration of the project, property equipment storage for stockpiling materials and other construction related activities. The Contractor shall submit a letter indicating the staging area location, the property owner's name, address, and phone number, and the owner's signed consent for the use of the property for the duration of the project. Prior to property owner granting permission for occupancy, a Use Permit indicating proper zoning shall be obtained from the City's Community Development Department, Planning Division in accordance with Section 7-5 of these Special Provisions. Contractor shall be subject to trespassing laws for non-compliance to these provisions.

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

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

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

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

7-10.3.2 STREET CLOSURES AND ACCESS Access for local residents and businesses and all private property shall be maintained at all times. The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as determined by the Engineer.

Lane closures in the following segments shall be in accordance with the requirements of these Special Provisions, and Caltrans Encroachment Permit

- Doolittle Drive - from Davis St. to North City limit

Lane closures in the following segments shall be in accordance with the requirements of these Special Provisions, and the Lane Closure Charts No. 1 included in this section. Note: Flashing Arrow Boards are required on all streets listed in Chart 1 except for Adams Avenue and Catalina Street.

- Adams Avenue -from Doolittle Dr. to McCormick St

- Alvarado Street - from Marina Blvd. to Fremont St.
- Catalina Street - from Fairway Dr. to Farallon Dr.
- Doolittle Drive - from Marina Blvd to 100' north of Williams Street
- Fairway Drive - from Monarch Bay Dr. to Catalina St.
- Farallon Drive - from Catalina St to Wicks Blvd.
- Fremont Street - from Alvarado St. to Chevron St.
- Marina Boulevard - from Nome St. to Neptune Dr.
- Monarch Bay Drive - from Neptune Dr. to Fairway Dr.
- Teagarden Street - from Montague Ave. to Alvarado St.
- Wicks Boulevard - from Farallon Dr. to Burroughs Ave.

Lane closures in the following segments shall be in accordance with the requirements of these Special Provisions, and the Lane Closure Charts No. 2 included in this section.

- Burroughs Avenue - from Wicks Blvd to Griffith St.
- Chevron Street - from Fremont St. to 14200 Chapman Road.
- Edison Avenue - from McCormick St. to Whitney St.
- Griffith Street - from Burroughs Ave. to Farallon Dr.
- McCormick Street - from Adams Ave to Edison Ave.
- Montague Avenue - from Alvarado St. to Teagarden St.
- Whitney Street - from Edison Ave. to Adams Ave

LANE CLOSURE REQUIREMENTS

CHART NO. 1

LOCATION: See Chart 1 List on previous page												DIRECTION OF TRAVEL: ALL												
FROM	a.m.											p.m.												
HOUR to HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	X	X	X	X	X	X	W	W	W	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	W	W	W	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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

LEGEND:

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

REMARKS:

Approved by Traffic Operations Engineer: Robert N. Cho Date: 05/06/14

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

CHART NO. 2

LOCATION: See Chart 2 List on previous page												DIRECTION OF TRAVEL: ALL												
FROM	a.m.											p.m.												
HOUR to HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	X	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	1	1	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	1	1	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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

LEGEND:

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

REMARKS:

Approved by Traffic Operations Engineer: Robert N. Cho Date: 05/06/14

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

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

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

8-1 General

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

9-2	Lump Sum Work
9-3	Payment
9-3.1	General
9-3.1.1	Final Pay Items
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

9-2 LUMP SUM WORK

The following is added:

Contractor shall submit a schedule of values for designated lump sum bid items.

9-3 PAYMENT

9-3.1 GENERAL

Paragraph 8 of Section 9-3.1 is revised as follows:

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

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

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

9-3.1.1 FINAL PAY ITEMS

Section 9-3.1.1 is added to the Standard Specifications thus:

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

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

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

9-3.2 PARTIAL AND FINAL PAYMENT

The first sentence of the third paragraph is replaced with the following:

Retention will not be applied, the progress estimate less the amount of all previous payments will be paid.

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

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

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

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

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

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

The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will consider and determine the Contractor's claims and it will

be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to submit such information and details will be sufficient cause for denying the claims.

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

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

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

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

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

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

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5 percent (5%) of the original contract amount, whichever is the lesser, will be included in said estimate for payment.
2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent (75%) of the contract item price for mobilization, or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent (20%) or more of the original contract amount, the total amount earned for mobilization shall be 95 percent (95%) of the contract item price for mobilization, or 9.5 percent (9.5%) of the original contract amount, whichever is the lesser, and said amount will be included in said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent (50%) or more of the original contract amount, the total amount earned for mobilization shall be 100 percent (100%) of the contract item price for mobilization, or 10 percent (10%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.

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

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

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

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

PART 2 - CONSTRUCTION MATERIALS

Materials for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and any supplement thereto, adopted by the Southern California Chapter of the American Public Works Association; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

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

SECTION 200 – ROCK MATERIALS

200-1. ROCK PRODUCTS

200-1.2 Crushed Rock and Rock Dust. *Add the following:*

Drain rock for replacement of unsuitable material which bedding material or pipe is to be placed as shown on City Standard Plan "Trench Backfill" (Dwg. 120A, 120B, Case 3101) shall conform to the provisions of Section 200-1.2 "Crushed Rock and Rock Dust," and gradations for 19.0 mm (3/4") material shown in Table 200-1.2 (A).

Crushed rock base for manhole and pull box installation shall conform to the provisions of Section 200-1.2, "Crushed Rock and Rock Dust", and the gradations for 19.0 mm (3/4") material shown in Table 200-1.2 (A).

200-2. UNTREATED BASE MATERIALS

200-2.2 Crushed Aggregate Base

200-2.2.1 General. *Add the following:*

Material shall conform with this section or with section 26-1.02A, Class 2 Aggregate Base, of the Caltrans Standard Specifications.

200-2.2.3 Quality Requirements *Revise as follows:*

The percentage wear test shall be waived. R-value shall be 78 minimum. Sand Equivalent shall be 30 minimum.

200-2.4 Crushed Miscellaneous Base

200-2.4.1 General. *Add the following:*

Material shall conform with this section or with section 25-1.02A, Class 2 Aggregate Base, of the Caltrans Standard Specifications; material defined as coarse shall conform with class 1, material defined as fine shall conform with class 2.

200-2.2.3 Quality Requirements *Revise as follows:*

The percentage wear test shall be waived. R-value shall be 60 minimum. Sand Equivalent shall be 25 minimum.

200-2.5 Processed Miscellaneous Base.

200-2.5.3 Quality Requirements. *Revise as follows:*

The percentage wear test and R-value shall be waived. Sand equivalent shall be 25 minimum.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1. PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class. *Add the following:*

Concrete for curbs, walks, gutters, cross gutters, curb ramps, and driveways, shown on City Standard Plan for "Concrete Curb, Gutter and Sidewalk" (Dwg. 100, Case 3101), City Standard Plan for "Concrete Driveway," (Dwg. 102, Case 3101), City Standard Plan for "Wheelchair Curb Cut Ramp," (Dwgs. 106A, 106B, 106C, Case 3101) shall be class 285-C-17 (470-C-2500; 5 sack, 1", 2500) and shall contain 0.45 kg (one (1) pound) of lampblack per cubic yard.

Concrete used for Basket Weave Patterned curbs, walks, gutters, cross gutters, curb ramps, and driveways shall contain 1.8 kg (four (4) pounds) of lampblack per cubic yard. All other decorative finishes shall be matched in kind.

Portland cement concrete for manhole collar construction, as shown on City Standard Plans for "Utility Frame and Cover Adjustment," (Dwg. 222, Case 3101), shall be class 390-C-28, (660-C-4000; 7 sack, 1", 4000psi) with 2.7kg (6lbs) of lampblack per cubic yard, unless otherwise indicated.

201-2 REINFORCEMENT FOR CONCRETE

201-2.2 Steel Reinforcement.

201-2.2.1 Reinforcing Steel. *Add the following:*

Dowels shown on City Standard Plan "Concrete Curb, Gutter and Sidewalk" (Dwg. 100, Case 3101), "General Concrete Notes" (Dwg. 104, Case 3101), "Wheelchair Curb Ramp" (Dwg. 106, Case 3101), "Stamped concrete Paving," (Dwg. 116, Case 3101), and "Island Curb" (Dwg. 118, Case 3101) shall be 10M (#3) or 15M (#4) deformed rebar x 300 mm (12") long minimum, Grade 40 minimum.

201-2.2.3 Wire Mesh Reinforcement. *Add the following:*

Welded wire fabric shown on City Standard Plan "Basket Weave Patterned Sidewalk" (Dwg. 112, Case 3101) shall be 6"x6", #10x#10.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds. *Add the following:*

Curing compound for "Concrete Curbs, Walks, Gutters, Cross Gutters, and Driveways," shall be Type 1 (Clear or translucent with red fugitive dye).

201-6 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

201-6.3 Proportioning. *Add the following:*

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

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

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

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

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

Slump – 150 – 200 mm (6" – 8")

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

The actual mix proportions shall be determined by the producer.

201-7 NON-MASONRY GROUT

201-7.1.3. Non-shrink Grout *Add the following:*

Non-shrink grout shall contain no metallic aggregates, gypsum or gas releasing agents, and shall require only the addition of water and shall conform to the requirements of Corps of Engineers Specifications for Non-shrink Grout (CRD-C 621-83). Use any of the following or approved equal:

- a) Five Star Grout
- b) 10K Grout, as manufactured by BASF Chemical Company
- c) GP Grout, as manufactured by US Spec.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General. *Add the following:*

Asphalt Concrete for base courses shall be class B-PG 64-10 or B-PG 64-10 RAP (15% maximum reclaimed asphalt pavement), (19mm (3/4") Dense Medium).

Asphalt Concrete for surface courses shall ONLY be B-PG 64-10 (19mm (3/4") Dense Medium).

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

Asphalt concrete for pavement transitions and temporary trench resurfacing shall be class D2-SC-800 ("cut back").

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1. PAINT

210-1.6 Paint for Traffic Striping, and Pavement Markings and Curb Markings

Unless otherwise specified or shown on the plans, traffic striping and pavement markings shall be thermoplastic conforming to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications.

Bike legends shall be painted conforming to the provisions of Section 84-3, "Painted Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications.

SECTION 215 ROADSIDE SIGNS *This section is added:*

215-1 ROADSIDE SIGNS

215-1.1 General.

Roadside Signs include Stationary Mounted Construction Area Signs and Traffic Control Signs

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

All sign panels shall be the product of a commercial sign manufacturer. Sign panels shall be visible at 500' and legible at 300', at noon on a cloudless day and at night under illumination of legal low beam headlights, by persons with vision of or corrected to 20/20. Sign panels shall be Type III. A reflective sheeting applied to an aluminum or plywood sign substrate.

All signs shall be 0.080" gauge aluminum alloy 6061-T or 5052-H38.

Reflective sheeting shall be 3M scotchlite diamond grade visual impact performance reflective sheeting.

215-1.2 Sign Panel Fastening Hardware.

Back braces for signs shall be commercial quality, mild steel, hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on electroliners, sign structure posts and traffic signal standards shall be corrosion-resisting chromium nickel steel conforming to the specifications of ASTM Designation: A167, Type 302.

Lag screws, bolts, metal washers and nuts shall be commercial quality steel, hot-dip galvanization after fabrication.

215-2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

215-2.1 General.

Signs shall be the size indicated in the following table:

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

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

215-3 EDA PROJECT SIGN

Panel: Exterior grade/MDO plywood (APA rating A-B); 4' x 8' x 3/4"

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Paint: Outdoor enamel

Colors:

- Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:
- The U. S. Department of Commerce seal in blue, black, and gold;
- "EDA" in blue;
- "U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" in black;
- "In partnership with" in blue;
- "City of San Leandro" (Recipient Name) in black;
- "PUTTING AMERICA TO WORK" in blue;
- "Barack Obama, President of the United States" in black.

Lettering:

- “U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION” - use Bank Gothic Medium
- “In partnership with” - use Univer^{STM} 55 Oblique
- “City of San Leandro: (Recipient Name)” - use Univer^{STM} Extra Black 85
- “PUTTING AMERICA TO WORK” - use Walkway Black
- “Barack Obama, President of the United States” - use Univer^{STM} 55 Oblique

SECTION 216 ELECTRICAL COMPONENTS *This section is added:*

216-1 CONDUIT Conduit and conduit installation shall conform to the provisions of Section 306-2.5 “Conduit” and to the following:

216-1.1 General

Conduit to be installed underground by the directional boring method shall be Schedule 40 PVC conforming to the requirements of Section 216-1.2 or Schedule 40 HDPE conforming to the requirements of Section 216-1.3.

The entire length of each conduit shall be installed without couplings, splices, or joints (i.e. it shall be one continuous piece from pull box to pull box).

216-1.2 Polyvinyl Chloride (PVC) Conduit

Conduit shall conform to UL Standard 651 and NEMA Standard TC-2.

All bends and couplers shall be UL listed and conform to NEMA Standard TC-3.

The end bell for the conduit shall conform to ASTM F-512.

216-1.3 High Density, Polyethylene (HDPE) Conduit

Conduit shall be manufactured from high density, polyethylene per P34 of ASTM D 1248. The material shall meet the requirements of ASTM D 2447 and NEMA TC-2.

This conduit must be liquid-tight flexible conduit.

216-1.8 Conduit Pull Tape or Rope

Pull tape shall consist of a flat, woven, lubricated sort-fiber polyester tape with minimal tensile strength of 1,800 lbs. and shall have a painted sequential measurement marking at least every 3 feet.

Pull rope shall be a ¼ inch diameter polyethylene rope with minimal tensile strength of 1,800 lbs.

216-2. MISCELLANEOUS ELECTRICAL COMPONENTS

216-2.1 Grounding Electrode

10-foot minimum length galvanized steel rod not less than ¾ inch diameter, or
10-foot minimum length copper clad steel rod not less than 5/8 inch diameter.

216-3. PULL BOXES

Pull boxes and covers shall be precast reinforced concrete and shall be pedestrian rated. Steel reinforcing shall be regularly used in the standard products of the respective manufacturer. Boxes, covers, and extensions shall be concrete gray color.

Pull boxes shall have nominal inside dimensions of 48 inches by 30 inches and 24 inches deep (14 inches plus 10 inch extensions), with a minimum wall thickness 1.5 inches.

Pull boxes shall be provided with vandal resistant lockable inserts, as manufactured by McCain, Inc., or approved equal.

Covers shall be two (2) piece and shall have two (2) 3/8" brass or stainless steel stud bolts with nuts and washers recessed into the cover for securing to the box. Cover marking on pull boxes shall be "Communications". The marking text shall be between 1 and 3" high.

216-4. MANHOLES

Manholes shall be pre-formed concrete or polymer concrete assemblies of minimum inside dimensions 30" by 48" x 30" deep. Frames and covers shall be cast iron and shall be ASSHTO H-20 rated for continuous traffic loads. Frames shall provide 26" diameter minimum access. Covers shall be marked "Communications", with lettering between 1 and 3" high. Manholes shall be open bottomed.

Manholes shall be 36" x 60" Manhole Assembly (36" deep; open bottomed), or 48" x 48" Manhole Assembly (48" deep; open bottomed) by Armorcast Products Company, or approved equal.

PART 3 - CONSTRUCTION METHODS

Materials for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the "GREENBOOK", the most current edition and any supplement thereto, adopted by the Southern California Chapter of the American Public Works Association; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

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

SECTION 300 - EARTHWORK

300-1.2 Preservation of Property – No Bid Item. *Add the following:*

All landscaping that is removed and/or damaged by the Contractor's operations shall be replaced at the Contractor's expense.

Contractor is responsible for replacing any wheelchair curb ramp that is disturbed by construction work, with the current City of San Leandro Standard Details.

300-1.3 Removal and Disposal of Materials – No Bid Item.

300-1.3.2 Requirements. *Paragraph (a) Bituminous Pavement is replaced with the following:*

Existing pavement shall be sawcut to a minimum depth of six inches (6"). Asphalt concrete pavement to be removed shall be initially sawcut even with the trench walls. Final sawcut for 12 inch "T" sections on each side of the trench wall shall be made immediately prior to paving. Sawcut "overcuts" shall be sealed with approved crack sealer. If gutterlip, existing trench edge, cold joint, cracked or failed AC pavement, etc. is within and additional 24 inches, AC shall be replaced in kind to that gutterlip, existing trench edge, cold joint, cracked or failed AC pavement.

300-1.5 Asbestos Abatement – Bid Item No.5. *Add the following:*

This work is related to accessing the existing abandoned 8 inch Asbestos Cement pipeline on Marina Boulevard. The pipeline is to be exposed at manhole locations D-1, D-2, D-3, D-4 and E-1 in preparation for the insertion of conduit and the grout filling of the remaining annular space. Penetrations and disturbance of the asbestos cement pipeline shall be kept to the minimum.

The Contractor or Subcontractor performing asbestos removal shall be a firm of established reputation, which is regularly engaged in, and which maintains a regular force of workmen skilled in asbestos abatement.

The Contractor shall submit a detailed work plan of the procedures proposed. The plan shall include the sequencing removal of asbestos material, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution.

300-1.5 Measurement and Payment – Bid Item No.5.

Payment for all work required by 300-1.5 shall include full compensation for work plan preparation, furnishing all labor, materials, tools, equipment, traffic control, and incidentals, for the safe handling and removal and disposal of asbestos material as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for this Bid Item shall be lump sum (LS).

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

301-2 UNTREATED BASE – No Bid Item.

301-2.3 Compacting. *Add the following:*

Relative compaction tests of each layer of the aggregate base will be made by the Engineer. Contractor shall request compaction testing in writing to the Engineer. Relative compaction tests will be performed in accordance with California Test Method No's 216 and 231

301-2.4 Measurement and Payment. *Replace with the following:*

Payment for all work required by 301-2 shall be deemed to be included in the price bid for other items of work and no additional compensation will be allowed therefore.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT – No Bid Item

302-5.5 Distribution and Spreading. *Add the following:*

Asphalt concrete shall be placed only upon the specific approval of the Engineer. **NO ASPHALT CONCRETE SURFACE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS LESS THAN 45° FAHRENHEIT. OPEN GRADED ASPHALT CONCRETE SHALL NOT BE PLACED WHEN ATMOSPHERIC TEMPERATURE IS LESS THEN 70° FAHRENHEIT.** The Engineer's decision regarding satisfactory paving conditions shall be final.

Spreading and compacting of asphalt shall be performed by any method which will produce an asphalt concrete pavement of uniform smoothness, texture and density.

302-5.6 Rolling.

302-5.6.1 General. *Add the following:*

Base courses at ALL CONFORMS, and any areas deemed inaccessible to rollers by the Engineer such as around manholes, water valves, etc. shall be mechanically compacted with a rammer or tamper with particular attention the edges and corners of the excavations.

The first coverage of initial or breakdown compaction shall be performed when the temperature is not less than 250° Fahrenheit and all breakdown compaction shall be completed before the temperature of the machine drops below 200° Fahrenheit.

Open graded asphalt concrete shall be placed at temperatures between 200° and 250° Fahrenheit and shall be compacted as soon as possible after placement.

Use of a pneumatic-tired roller shall not be required.

302-5.6.2 Density and Smoothness. *Add the following:*

Low areas for pavement not meeting smoothness tolerances shall be ground to one-inch (1') minimum depth and repaved. High areas shall be ground to tolerance with diamond blade pavement grinder (Caltrans designations PGD1A) and fog sealed in accordance with Section 302-1.3 of these Special Provisions. All corrective work shall be at Contractor's expense.

302-5.9 Measurement and Payment. *Replace with the following:*

Payment for all work required by 302-5 shall be deemed to be included in the price bid for other items of work and no additional compensation will be allowed therefore.

SECTION 303 CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS– No Bid Item.

303-5.1.1 General. *Add the following:*

All PCC improvements shall be doweled to adjacent PCC improvements using 12" long #3 or #4 rebar dowels at 3 feet on center. Four inch minimum embedment. Drill for tight fit or epoxy in place.

303-5.1.3 Driveway Entrances. *Replace with the following:*

Concrete driveway shall be constructed according to the details shown on the City of San Leandro Standard Plan for "Concrete Driveway", (Dwg. 102, Case 3101) or Rolled Curb Modified Driveway, (Dwg. 110 Case 3101) if rolled curb exists, and the specifications shown on the City of San Leandro Standard Plan for "General Concrete Notes", (Dwg. 104, Case 3101).

Commercial and/or Industrial Driveways shall be eight (8) inches thick.

303-5.4.2 Expansion Joints. *Add the following:*

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

303-5.5.3 Walk. *Add the following:*

Concrete sidewalk shall be constructed according to the details shown on the City of San Leandro Standard Plan for "CONCRETE CURB, GUTTER AND SIDEWALK", (Dwg. 100, Case 3101) and the specifications shown on the City of San Leandro Standard Plan for "GENERAL CONCRETE NOTES", (Dwg. 104, Case 3101).

303-5.5.5 Alley Intersections, Access Ramps and Driveways. *Add the following:*

Concrete valley gutter shall be constructed according to the details shown on the City of San Leandro Standard Plan for "VALLEY GUTTER" (Dwg. 114, Case 3101) and the specifications shown on the City of San Leandro Standard Plan for "GENERAL CONCRETE NOTES" (Dwg. 104, Case 3101).

Concrete curb ramps of the type shown on the plans shall be constructed according the details shown on the City of San Leandro Standard Plan for "STANDARD CURB RAMPS" (Dwg. 106, Case 3101) and the specifications shown on the City of San Leandro Standard Plan for "GENERAL CONCRETE NOTES" (Dwg. 104, Case 3101).

303-5.9 Measurement and Payment. *Replace with the following:*

Payment for all work required by 303-5 shall be deemed to be included in the price bid for other items of work and no additional compensation will be allowed therefore.

SECTION 306 UNDERGROUND CONDUIT CONSTRUCTION

306-0.1 General – Bid Item No. 6. *This Section is added:*

Conduit installation shall be by horizontal directional drilling as specified in Section 306-10 unless otherwise indicated on the plans or in these special provisions. Before installation begins at a particular location, the conduit installation method must be approved by the Engineer.

The Contractor shall be responsible for field locating existing facilities that may be in conflict with new conduits, including traffic detector loops. The Contractor shall maintain existing facilities in the vicinity of new conduit, and shall repair all damage resulting from the Contractor's operations within a 48 hour period at the Contractor's expense. Longitudinal Directional Bore shall be at the depths and locations shown on the plans. The Contractor shall be responsible for determining bore and receiving pit locations and pit areas & depths. The Contractor shall also be responsible for determining conduit transitions between the longitudinal runs and pull box/manhole structures. Transitions may be installed by open trenching. Where a new conduit conflicts vertically with an existing utility or other underground installation, the depth of the new conduit shall be increased to avoid the conflict. Clearances below existing utilities shall be 24 inches minimum or as required by the utility owner.

To the greatest extent possible, a 5 feet minimum horizontal separation between new conduits and existing utilities that run parallel shall be maintained. Alternate alignments proposed by the contractor shall be approved in writing by the Engineer prior to installation. Contractor shall record and log location and depth of conduit installation at 25' intervals.

Where it is necessary to install conduits by open trenching, prior approval in writing by the Engineer shall be required. Installation shall be in accordance with City Standard Drawings 120 and 122. Tunneling under curb and gutter shall not be allowed.

All new underground conduits shall contain a pull rope and one (1) #8 AWG bare stranded copper locating/ground wire.

The minimum bend radius shall be 16 inches or 6 times the conduit diameter, whichever is greater. Conduits shall be installed with a maximum of 360 degrees between pull boxes.

Conduits shall enter pull boxes from the short edges of the box at 45 degree vertical angle. All conduits shall have an end bell installed at conduit terminations in the pull boxes.

After the pull rope and ground wire have been installed, the ends of conduits terminating in pull boxes shall be sealed with an approved type of sealing compound.

306-0.2 Measurement and Payment – Bid Item No. 6.

The contract price paid for Bid Item No. 6 “Furnish and Install 2 inch Conduit in Ground (Final Quantity)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing conduit, including horizontal directional drilling, insertion and receiving pits, determining and installing conduit transitions, placing pull rope and ground wire, backfilling and surface restoration; all as shown in the contract documents.

The quantity of conduit installed for payment purposes, shall be measured horizontally in segments between pull boxes/manholes. The length of each such segment shall be the greater of the straight line distance, or the line parallel to the curvature of the roadway.

Payment for this Bid Item per linear foot (LF) is a **Final Quantity**.

306-0.3 Potholing – Bid Item No. 4. *This Section is added:*

It shall be the Contractor’s responsibility to determine the existence and location of all underground utilities in the work area. At a minimum, contractor shall pothole the following facilities that are within 10 feet horizontally of proposed boring path (utilities running parallel shall be potholed at minimum 75’ intervals):

- SFPP (Kinder Morgan)
- SO (Shell Oil)
- Gas (PG&E)
- EBDA (East Bay Dischargers Authority)

The Contractor shall also pothole all other existing utilities in the work areas to determine boring pit locations, pull box and manhole locations and to determine conduit transition paths between longitudinal runs and pull box/manhole structures.

A copy of pothole logs shall be provided to the Engineer. Logs shall include:

1. Lateral location, offset from face of curb to center of utility.

- 2.
3. Longitudinal location, measurement to a nearby fixed object (fire hydrant, street light, curb inlet, manhole, etc.)
4. Type and owner of Utility
5. Depth to the top of the utility
6. Diameter of the found utility

306-0.2 Measurement and Payment – Bid Item No. 4.

The contract price paid for Bid Item No. 4 “Potholing” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in potholing existing utilities, including coordination with utility representatives, pothole excavation, pothole logs, disposal of spoils, backfilling and surface restoration; all as shown in the contract documents.

Payment for this Bid Item shall be lump sum (LS).

306-1.1.7 Sheeting, Shoring and Bracing – Bid Item No. 3. *This Section is added:*

Sheeting, shoring and bracing shall conform to the provisions of Section 306-1.1.6 and these Special Provisions.

Prior to any excavation five (5) feet or more in depth, the Contractor shall submit for the acceptance of the Engineer:

(1) A detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation of any trench or trenches five (5) feet or more in depth. If the plan varies from the shoring system standards established by the construction safety order, the plan shall be prepared by a registered Civil or Structural Engineer.

(2) The permit required by Labor Code Section 6700-6708 from the Division of Industrial Safety of the State of California.

Shoring or other provisions to support said excavations will not be inspected by the City and the Contractor shall obtain the permit required by Labor Code Section 6464 from the Division of Industrial Safety prior to any excavation.

306-1.1.8 Measurement and Payment – Bid Item No. 3

Sheeting, Shoring and Bracing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing, installing, maintaining and removing excavation bracing including preparing excavation bracing plans; obtaining Division of Industrial Safety permits; and complying with permit requirements ; all as shown in the contract documents.

Payment for this Bid Item shall be lump sum (LS).

306-1.5.2 Permanent Resurfacing. *Add the following:*

At locations where existing improvements were disturbed for the installation of conduit:

- a) Construct new standard, patterned, or colored PCC sidewalk . in accordance with Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Driveways and Alley Intersections", of the Standard

- b) Specifications, in accordance with City of San Leandro Standard Drawing 14, Case 3102, and as directed by Engineer.
- c) Construct new PCC curb and gutter accordance with Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Driveways and Alley Intersections", of the Standard Specifications, in accordance with City of San Leandro Standard Drawing 14, Case 3102, and as directed by Engineer.
- d) The Contractor must avoid destruction of existing curb ramps. Any damage to curb ramps shall require entire replacement at the Contractor's sole expense. In the event that a curb ramp needs to be replaced/repared, the curb ramp construction at the new configuration shall be in accordance with Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Driveways and Alley Intersections", of the Standard Specifications, in accordance with City of San Leandro Standard Drawing 106, Case 3102, and as directed by Engineer.
- e) Construct new asphalt concrete pavement in accordance with Section 302-5, "Asphalt Concrete Pavements", of the Standard Specifications, and as directed by engineer.
- f) Replace disturbed Traffic Striping and Pavement Markings

Payment for all work required by 306-1.5 shall be included in the price bid for other items of work and no additional compensation will be allowed therefore.

306-1.7 Pull Boxes – Bid Item No. 8. *This Section is added:*

Pull boxes shall be located in existing concrete sidewalk or existing landscape strip as shown on the plans. Boxes shall be placed with their long side parallel with the curb. With the Engineer's written approval the location of pull boxes may be modified to avoid conflicts with existing utilities and to suit HDD entry/exit pit locations. Pull boxes shall not be installed in driveways nor be located within the limits of wheelchair ramps. The top of the pull box shall be set flush with the surface of the surrounding sidewalk. Conduits shall enter pull boxes through the open bottom.

306-1.7.1 Measurement and Payment – Bid Item No. 8.

The contract price paid for Bid Item No. 8 "Furnish and install Pull Box" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing pull boxes, including excavation, placing base rock, installing ground rod, terminating conduits, ground wire and pull ropes, backfilling and surface restoration; all as shown in the contract documents.

Payment for this Bid Item shall be each (EA) pull box installed.

306-1.8 Manholes – Bid Item No. 9. *This Section is added:*

Manhole Structures shall be located at locations shown on the plans. With the Engineer's written approval the location of pull boxes may be modified to avoid conflicts with existing utilities and to suit HDD entry/exit pit locations. The top of the manholes shall be set flush with the surface of the surrounding pavement. Manholes shall be placed on a 12" minimum thick layer of crushed rock, the rock layer shall extend a minimum of 6 inches beyond the manhole perimeter. Manholes shall be installed with concrete collars in accordance with City of San Leandro Standard Plan for "Utility Frame and Cover Adjustment", (Dwg. 222, Case 3101).

A ground rod shall be installed. Conduits shall enter through the manhole open bottom and near the corners of the vault.

306-1.8.1 Measurement and Payment – Bid Item No. 9.

The contract price paid for pay item No. 9 “Furnish and install Manhole” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing manholes, including excavation, placing base rock, installing ground rod, terminating conduits, ground wire and pull ropes, backfilling and surface restoration; all as shown in the contract documents.

Payment for this Bid Item shall be each (EA) manhole installed.

306-1.9 Replace Existing Pull Box – Bid Item No. 10. *This Section is added:*

Existing pull boxes to be replaced, shall be replaced with pull boxes as specified in 216-3. The boxes shall be installed per 306-1.7. Care shall be taken to avoid any damage to existing communications.

306-1.9.1 Measurement and Payment – Bid Item No. 10.

The contract price paid for Bid Item No. 10 “Replace Existing Pull Box” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in replacing pull boxes, including excavation, removal and disposal of existing box, placing base rock, installing ground rod, terminating conduits, ground wire and pull ropes, backfilling and surface restoration; all as shown in the contract documents.

Payment for this Bid Item shall be each (EA) pull box replaced.

306-1.10 Extend Conduit into Existing Pull Box/Manhole – Bid Item No. 11. *This Section is added:*

Conduits shall extended to and terminating in existing pull boxes or manholes where shown on the plans. Pull box and manhole penetrations shall be located near the corners of the vaults. Conduit penetrations shall be sealed with non-shrink grout. Care shall be taken to avoid any damage to existing communications.

306-1.10.1 Measurement and Payment – Bid Item No. 11.

The contract price paid for pay item No. 11 “Extend conduit into existing pull box or manhole” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in extending conduit into existing structure, including excavation, vault penetrations, terminating conduits, ground wire and pull ropes, backfilling and surface restoration; all as shown in the contract documents.

Payment for this Bid Item shall be each (EA) conduit extension into existing pull box or manhole.

306-10 DIRECTIONAL DRILLING. *This Section is added:*

306-10.1 General.

Directional drilling consists of use of the technique of creating and directing a bore hole along a predetermined path to a specified target location where indicated on the plans to install conduits. This technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course.

Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operation so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited.

The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward. After installation of conduit in the bored hole, the hole shall be sealed with bentonite slurry.

Other installation methods such as the Flow Mole method may be approved by the Engineer, upon receipt and approval of a written proposal from the Contractor.

The Contractor shall be responsible for field locating existing facilities that may be in conflict with new conduits, including existing detector loops. The Contractor shall maintain existing facilities in the vicinity of new conduits and shall repair all damage resulting from the Contractor's operations within 48 hours at the Contractor's expense. Where new conduits conflict with an existing utility or other underground installation, the depth of the new conduit shall be increased to avoid the conflict. The Contractor is responsible for avoiding damaging or removing curb ramps and will be responsible for repairing them at his expense. Minimum clearance from existing utilities shall conform to utility owner requirements.

306-10.2 Insertion Pits

Insertion pits in streets shall have vertical walls. Insertion pit length and width shall be such that drilling rod assembly is achieved per manufacturer's recommendation and work conditions are optimum. The excavation shall be properly braced and shored.

Backfill and Restoration of insertion pit upon completion of conduit installation shall be done in accordance to the backfill specifications and surface restoration specifications of the project specifications.

306-10.3 Daily Logs and Records

Daily logs and records shall be maintained by the Contractor, documenting drilling lengths, location of drill head, drilling fluids pressures and flow rates, down-hole annular pressures, drilling fluid losses, inadvertent returns, drilling times required for each pipe joint, any instances of retraction and re-drilling of the pilot bore or segments thereof, and any other relevant observations. The drilling fluid pressures shall be measured at the entry point and at the injection nozzle. These records shall be maintained and updated daily throughout the course of the project. The position of the drill head shall be continuously tracked. Daily logs shall be submitted complete and legible, within one (1) working day of the date to which the records correspond. Depth and location of installed conduit shall be recorded at 25' intervals.

306-10.4 Submittals

The following are required for submittal by the Contractor to the Engineer before work shall be allowed to commence.

1. Proposed Deviations. Submit any proposed deviations from design horizontal and vertical alignments.
2. Description of Methods, Equipment, and Materials. Submit detailed descriptions of methods, equipment, and materials to be used for the conduit installation. Descriptions of materials shall be accompanied by Materials Safety Data Sheets (MSDS) and manufacturers' descriptions and warranties. Descriptions of equipment shall include manufacturers' specifications, calibrations, appropriate drawings, photographs, and descriptions of any modifications since manufacture.
3. Layout Drawings. Submit layout drawings that include the planned equipment, equipment setup areas, pits/excavations (include shoring), and fluid vacuum containment and drilling fluid containment items.
4. Surveying Equipment and Procedures. Submit records of equipment calibrations and certifications for all equipment used for tracking of the drill head and bore path. Procedures for operating the tracking/survey tools shall be described in the submittal, including measures to verify the accuracy of the equipment readings.
5. Examples of Daily Logs. Submit examples of Daily logs and records in accordance with the requirements of the contract specifications.
6. Mud Weights. Submit calculations on expected mud and/or drilling fluid weights for stabilization of the bore hole.
7. Disposal of Spoils and Drilling Fluids. Submit methods of disposal of waste materials resulting from the conduit installation, including drilling fluids, cuttings, waste oil, fuel, discharge water, etc. The Contractor shall identify the disposal site and submit a letter from the licensed disposal facility indicating willingness and legal authority to accept the described and anticipated waste products. Contractor shall have all fluid vacuum equipment in operational condition.
8. Contingency Plans for Potential Problems. Submit contingency plans for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem, the methods that would be used to mitigate the problem, and estimated time and cost to mitigate the problem and resume the installation. Potential problems that shall be addressed include:
 - A. Obstructions encountered and preventing damage to adjacent structure foundations, underground utilities and other improvements.
 - B. Inadvertent drilling fluid return.
 - C. Deviation from planned bore path.
 - D. Inability to advance drill stem or pipe.
 - E. Drill stem or pipe twisted off or broken off in borehole.
 - F. Pipe collapse and/or voids in surrounding soils.
 - G. Fluid Vacuum equipment failure and/or insufficient volume capacity.
9. Traffic Control. Traffic protection equipment for the pipe layout area.

306-10.5 Execution

- A. The entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If Contractor is using a Magnetic Guidance System (MGS), drill path will be surveyed for any surface geo-magnetic variations or anomalies.
- B. Contractor shall place silt fence between all drilling operations and any drainage, well-fields,

- C. wetland, waterway or other area designated for such protection necessary by documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel may not be stored in bulk containers within 200 feet of any water body or wetland.
- D. Readings shall be recorded after advancement of each successive drill pipe (no more than 10') and the readings plotted on a scaled drawing of 1" = 2', both vertical and horizontal. Access to all recorded readings and plan and profile information shall be made available to the City, or his representative, at all times. At no time shall the deflection radius of the drill pipe exceed the deflection limits of the carrier pipe as specified herein.
- E. A complete list of all drilling fluid additives and mixtures to be used in the directional operation will be submitted to the City, along with their respective Material Safety Data Sheets. All drilling fluids and lost cuttings shall be contained in pits or holding tanks for recycling or disposal, no fluids shall be allowed to enter any unapproved areas or natural waterways. Upon completion of the directional drill project, the drilling mud and cuttings, and all other fluids shall be disposed of by the Contractor at an approved dumpsite. All associated costs with disposing shall be included in the cost of pipe installation and shall not be considered additional cost to the City.
- F. The pilot hole shall be drilled on bore path with no deviations greater than the acceptable tolerances specified. In the event of deviation exceeding the specified tolerance from the bore path, the contractor will notify the City immediately and the City may require the Contractor to pull-back and re-drill from the location along bore path before the deviation. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, Contractor shall cease drilling, and wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and wait another 30 minutes. If mud fracture or returns loss continues, Contractor will discuss additional options with the City and work will then proceed accordingly.
- G. Upon completion of the pilot hole phase of the operation, a complete set of "as-built" records shall be submitted in duplicate to the City. These records shall include copies of the plan and profile drawing, as well as directional survey reports as recorded during the drilling operation.
- H. The open bore hole may be stabilized by means of bentonite drilling slurry pumped through the inside diameter of the drill rod and through openings in the reamer. The drilling slurry must be in a homogenous / flowable state serving as an agent to carry the loose cuttings to the surface through the annulus of the borehole. The volume of bentonite mud required for each pullback shall be calculated based on soil conditions, largest diameter of the pipe couplings, capacity of the bentonite mud pump, and the speed of pullback as recommended by the bentonite drilling fluid manufacture. The bentonite slurry is to be contained at the exit or entry side of the directional bore in pits or holding tanks. The slurry may be recycled at this time for reuse in the hole opening operation, or shall be hauled by the Contractor to an approved dumpsite for proper disposal.

306-11 INSTALL CONDUIT INTO ABANDONED PIPELINE –Bid Item No 7. *This Section is added:*

306-11.1 General.

After asbestos abatement is completed per section 300-1.5, conduit shall be installed into the existing abandoned 8 inch asbestos cement pipeline. To prevent debris from entering the abandoned pipeline a tight

fitting redwood plug, 3" nominal thickness, shall be installed. A hole in the plug, 1/4" larger than the conduit outside diameter, shall be drilled for the conduit to pass through. The hole shall be located eccentrically to accommodate future additional conduit installations. Pull rope and grounding wire shall be inserted inside the conduit.

306-11.2 Measurement and Payment – Bid Item No. 7.

The contract price paid for Bid Item No. 7 "Furnish and Install 2 inch Conduit in Abandoned Pipeline (Final Quantity)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing conduit, including placing pull rope and ground wire; all as shown in the contract documents.

The quantity of conduit installed for payment purposes, shall be measured horizontally in segments between pull boxes/manholes. The length of each such segment shall be the greater of the straight line distance, or the line parallel to the curvature of the roadway.

Payment for this Bid Item per linear foot (LF) is a **Final Quantity**.

SECTION 315 TRAFFIC CONTROL

The following section is added:

315-2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

315-2.1 General.

Stationary Mounted Construction Area Signs may be installed on above ground temporary platform sign supports as approved by the Engineer, or signs may be installed on existing lighting standards or other supports as approved by the owner of the support. When Stationary Mounted Construction Area Signs are installed on existing lighting standards, holes shall not be made in the standards to support the sign. Contractor shall supply and install temporary posts as necessary. The height to the bottom of the sign panel above the edge of traveled way shall be at least 5', except when the sign is located in the path of pedestrians or bicycles the height to the bottom of the sign panel shall be at least 7'.

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

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

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

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

315-2.2 EDA PROJECT SIGN

The EDA project sign shall be installed at the commencement of work and shall be removed at the end of construction. The sign shall be installed in the sidewalk, within the right of way. Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

The EDA project sign shall be removed after the Engineer has acknowledged substantial completion of work. The sign shall be disposed of and the sidewalk shall be repaired per 303.

315-3 TRAFFIC CONTROL SYSTEM, LANE CLOSURES AND DETOURS

315-3.1 General.

Traffic control shall be provided as shown on the plans.

Lane closures shall comply with 7-10.3.2 Street Closures and Access.

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

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

315-3.5 Measurement and Payment – Bid Item No.2.

Payment for Bid Item No. 2 "Traffic Control and Stationary Construction Area Signs" shall include full compensation for all work required by 315 including furnishing all labor, materials (including sign panels), tools, equipment and incidentals, for doing all work involved in placing, maintaining (including covering and uncovering), replacing as necessary, furnishing traffic control plans required for the direction of public traffic through or around the work; furnishing flag persons and flashing arrow boards; furnishing, erecting or placing, removing, storing, maintaining, moving to new locations of the traffic control system as may be required by contract documents, by Caltrans, or as directed by the Engineer.

Payment for this Bid Item shall be lump sum (LS).

ATTACHMENT A
CALTRANS ENCROACHMENT PERMIT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

TR-0120 (REV 6/2012)

In compliance with (Check one):

- ☒ Your application of March 10, 2014
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO: ☐ City of San Leandro
835 E. 14th Street,
San Leandro, CA 94577

Attn: John O'Driscoll
Phone: (510) 577-3494

Permit No. 0414-NUL 0413	
Dist/Co/Rte/PM 04-ALA-61- R15/R15.6	
DATE April 10, 2014	
Fee Paid \$	Deposit \$
Performance Bond Amount \$	Payment Bond Amount \$
Bond Company	
Bond Number (1)	Bond Number (2)

PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Install 2" PVC for future fiber optic communication network, by bore and jack method; and install pull boxes at 500' interval; on Doolittle Drive, on State Highway 04-ALA-61, Post Mile R15/R15.6, in the City of San Leandro.

A minimum of one week prior to start of work under this permit, notice shall be given to, and approval of construction details, operations, public safety, and traffic control shall be obtained from State representative Sunny Mantravadi, Telephone number (510)715-9573, between 7:30 AM and 4:00 PM. Monday- Friday.

All permitted work requires the Permittee to apply for and obtain a work authorization number prior to start of work. See the attached "Encroachment Permit Project Work Scheduling Procedures" and the attached "Permit Project Work Scheduling Request Form". Additional time beyond the minimum seven days advanced notice required in the above paragraph may be required for obtaining the traffic control approval.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

☒ Yes	☐ No	General Provisions (TR-0045)
☒ Yes	☐ No	Utility & Tree Trimming Provisions (03/2013)
☒ Yes	☐ No	Storm Water Special Provisions (TR-0400)
☐ Yes	☒ No	A Cal-OSHA permit, if required: Permit No.
☐ Yes	☒ No	As-Built Plans Submittal Route Slip for Locally Advertised Projects
☐ Yes	☒ No	Storm Water Pollution Prevention Plan

In addition to fee, the permittee will be billed actual costs for:

☐ Yes	☒ No	Review
☒ Yes	☐ No	Inspection
☒ Yes	-----	Field Work

(If any Caltrans effort expended)

- ☐ Yes ☒ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before April 30, 2015

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

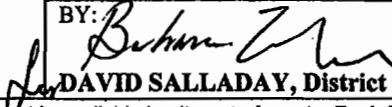
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

DC
cc: Permit: S. Mantravadi, M. Hionides
Maint: B. Kimball
DTM: S. Torchia
TMC: J. Richardson, D4TMC/D04/Caltrans/CAGov
UEW: D4utilityengineering@dot.ca.gov
File:

APPROVED:

BIJAN SARTIPI, District Director, District 4

BY:


DAVID SALLADAY, District Permit Engineer

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.

ADDITIONAL GENERAL SPECIAL PROVISIONS:

All personnel shall wear appropriate personal protective equipment, including hard hats and bright colored vest, shirts, or jackets with retro-reflective material while on State Right of Way.

Caltrans is not subscribed to Underground Services Alert (USA). Caltrans may have existing electrical, signal and communication facilities within 9" from the surface. Permittee shall identify all existing underground facilities prior to perform trenching or boring and also repair/replace any damaged Caltrans facility due to their operation.

All utility work shall be performed in accordance with the appropriate provisions contained in this Department of Transportation Encroachment Permit Utility, Tree trimming, and Tree Removal Provisions dated July 2009, available at http://www.dot.ca.gov/hq/traffops/developserv/permits/guidelines_and_booklets/index.html.

The Permittee shall make appropriate arrangement with a licensed vendor and California Highway Patrol (CHP) or a local Traffic Control Officers for traffic control and management, at Permittee's expense, in accordance with the approved traffic control plan.

The Permittee or the Contractor shall notify the State representative and submit an Encroachment Permit Work Scheduling Request Form 7 days prior to the scheduled work activities.

Before any work is begun which will interrupt the normal flow of public traffic, approval shall be obtained from State representative.

No vehicle or equipment shall be stored overnight within the right-of-way; it shall be removed immediately at the completion of the project.

Permittee shall be responsible for the collection and removal of trash or garbage generated by these construction activities.

Any damage to existing State's facilities shall be repaired or replaced in kind by the Permittee at Permittee's expense.

Suitable barricades, signs and lights, as approved by State representative, to warn and protect traffic effectively shall enclose the site of the work.

Permittee shall provide safe pedestrian and bicycle passage around construction area.

Any future relocation of this facility for highway maintenance or construction shall be at the Permittee's expense. Section 703 of the Streets and Highway Code shall not apply.

All traffic signs to comply with 2012 MUTCD Section, 6F.01 through Section 6F.04. The signs shall have orange background. The Link: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2012.htm.

Permittee is responsible to remove or cover temporary information or guide road sign if there are no construction activities.

One lane maybe closed in direction of work and while work is actively in progress on Doolittle Drive (SR 61), between 09:00 AM to 3:00 PM, Monday through Friday, no lane closure permitted at any other time. Holidays excluded.

Shoulder and /or parking (if applicable) may be closed while work is actively in progress.

When approved, the traffic control performed under this permit shall be in accordance the appropriate State's Standard Plans 2010, Detail RSP T11. Where required by the plan, the use of flashing arrow board is MANDATORY. Use of flagman is required.

No ingress or egress from the freeway to the worksite is permitted. Access to the work site for construction and any future maintenance activities shall be performed on local road.

Permittee or the Contractor shall verify with City of San Leandro for conflict in closure schedule, and cooperate and coordinate with all other construction work activities in that vicinity.

If an accident or other incident (related to or not related to the permitted activity) occurs within, or close to the permitted activity, the Permittee shall immediately stop work and remove traffic controls from the highway unless public health, welfare and safety is endangered by unfinished work. Only traffic control to protect open excavations may remain in place. After free traffic flow is restored, work in accordance with the conditions of the permit may be returned.

Any damage to existing facilities, landscaping or irrigation within the State Right-of-Way shall be replaced in kind by the Permittee at Permittee's expense. Any damaged concrete sidewalk shall be replaced from score-line to score-line and shall be ADA Compliant.

Where there are potential Caltrans electrical facilities (lighting, signal, metering, etc) exist on the project site and not shown on the plans, the Permittee shall be responsible to resolve any conflicts and changes during construction. The Permittee shall incur any additional cost when there are changes to the original plans.

Pavement to be removed shall be saw cut to a minimum depth of 4 inches to provide a neat and straight pavement break along both sides of trench. Asphalt concrete (AC) pavement shall be saw cut to the full depth prior to excavation.

Where the edge of trench is within 2 inches of the existing curb and gutter or pavement edge, AC pavement between the trench and curb or pavement edge shall be removed.

Concrete Sidewalks, curbs and driveway to be removed shall be saw cut to a minimum depth of 2 inches to provide a neat and straight pavement break. Any damaged or other concrete sidewalks and curbs within construction area shall be replaced from score-line to score-line and shall be ADA Compliant.

Curbs and gutters shall be installed over 6" of Class II Aggregate Base. Sidewalks shall be placed over 4" of Class II Aggregate Base.

A monolithic concrete pour shall not be permitted for curb, gutter and sidewalk. A separate pour for sidewalk from the curb and gutter shall be required.

Residue from saw cutting, coring and grinding operation shall be picked up by vacuum device. Residue shall not be allowed to flow across the pavement and shall not be left on the surface of the pavement.

Vacuumed slurry residue shall be disposed in accordance with, "Solid Waste Management" and "Storm Water Special Provisions for Minimal or No Impact."

Permittee shall remove and dispose of all spoils outside of State Right-of-Way. Permittee shall provide records of all the sites of disposal facilities to State representative.

All boring operations shall be made by the dry bore method without the use of air, water or other liquid material except that a minimum amount of water supplied from a container mounted on operator's equipment may be used for bit lubrication, if authorized by the Permit Inspector.

No excavation shall be left open overnight without written permission from the Caltrans representative or unless otherwise specified herein.

Trench restoration shall conform to the attached detail.

Excavation made within the limits of the highway shall be backfilled before leaving the work for the night unless otherwise authorized by State representative. After backfilling the trench, temporary surfacing shall be placed if required by State representative.

Trench backfill shall conform to Section 19-3.06 of the State's Standard Specifications and the current edition of the Standard Plans. Tests for relative compaction of structure backfill material used in backfilling trenches may be made in accordance with Test Method No. California 231 (Nuclear gauge). Any base, surfacing or pavement shall be replaced in kind, or as otherwise required by State representative.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plates used for bridging must extend a minimum of 300mm (12") beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored, as mentioned in Section 501.24J, to support the bridging and traffic loads.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates.
5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel Plate in other areas:

All steel plates utilized in the traveled way shall have a manufactured surface with a coefficient of friction that equals or exceeds 0.35. These surface plates, when used, are required in portions of the highway open to public traffic, and in pedestrian areas. No surfacing is necessary for steel plates in parking strips, shoulders not used for turning movements, or work on connecting driveways, etc. not open to public.

Constructing pavement within the State Right-of-Way, the Permittee shall refer to Caltrans Standard Specification 2010, Section 39, "Hot Mix Asphalt," (HMA Type A) and 39-1.02C, "Asphalt binder," (PG 64-10).

The minimum depth of cold planning AC pavement is 0.08'.

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic. The Permittee shall construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area.
2. Compacted by any method that will produce a smooth riding surface.

Completely remove temporary tapers before placing permanent surfacing.

All striping or pavement markings damaged during construction shall be repaired at the Permittee/Contractor expense. Repairs shall consist of complete replacement of markings or legends, replacement of sections of thermoplastic striping, and replacement of damaged or missing markers as directed by the State representative.

Traffic striping, pavement markings and signs shall be furnished and placed by the Permittee and the cost shall be borne by the Permittee. Where new asphalt concrete has been placed, painted striping and pavement markings shall be installed within 24 hours. After 30 days curing time, thermoplastic materials shall be in compliance with section 84 of the Standard Specifications.

Permitter reserves the right to impose any additional requirements or conditions, including considerations, for the use of its right of way, if such requirements or conditions are allowed by future legislation, administrative determination, and/or court decisions.

Any change in the existing drainage pattern, whether occasioned by increase or diversion, and the cost of any damage, repair or restoration of the State's Highway Right-of-Way shall be the responsibility of the Permittee.

The Permittee is responsible for any contaminated material and/or groundwater, which are generated due to excavation under this permit. The Permittee shall also adhere to all current rules and regulations which may apply for the containment, disposal and/or clean-up of any contaminated material and/or groundwater which is excavated.

In addition to the above conditions, Permittee understand and acknowledges that the conditions, limitations, restrictions and reservation for access to state-owned highway right of way for telecommunications and information technologies, including consideration and means of access, are subject to current and ongoing Department and/or legislative review, and this permit may be revoked, made subject to different conditions, limitations, restrictions and reservations, or converted to license, lease or other form of agreement, upon reasonable notice.

A minimum of one week prior to start of Electrical work under this permit, notice shall be given to, and approval of construction details, operations, public safety be obtained from State representative Maria Hionides, (510) 715-7446, weekdays, between 7:30 AM and 4:00 PM.

A copy of this permit and local permits, complete with all attachments, shall be kept by Permittee/Contractor working under this permit and must be shown to the State representatives, or Law Enforcement Officer, on demand.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said act.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$656.00 is required at the time of application (for City project) together with a letter from the City stating that all surety bonds have been received and accepted. Permittee's contractor shall be billed for any additional inspection cost at the current Caltrans standard hourly rate of \$82.00 per hour.

Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans NPDES permit requirements. Please see the Storm Water Special Provisions attached to this Permit.

The Permittee shall provide signed and sealed construction detail plans for the State representative for review and approval a week before construction.

Permittee shall refer to State's 2010 Standard Specifications and 2010 Standard Plans.

Permittee shall be responsible for any liability issue due to the proposed improvements within State Right-of-Way.

Permittee shall make an effort in controlling construction noise pollution within the local City ordinance.

California Endangered Species Act must be adhered to the law, regulations and policies in the provisions, <http://www.dfg.ca.gov/habcon/cesa/>.

Migratory Bird Treaty Act must be adhered to the law, regulations and policies in the provisions, <http://www.fws.gov/migratorybirds/RegulationsandPolicies.html> ; no work shall be allowed during bird nesting and the nesting area must not be disturbed and shall be protected.

Changes to the Plans, Specifications, and Permit Provisions are not allowed without prior approval from the State representative.

Immediately following completion of the work permitted herein, the Permittee shall fill out and mail the Notice of Completion attached to this permit.

ATTACHMENT B

UNION PACIFIC RAILROAD

WIRELINE CROSSING AGREEMENTS

Contents:

Wireline Crossing Agreements and Exhibit A's:

<u>Agreement No.</u>	<u>Street Location</u>	<u>MilePost</u>
2843-19	Alvarado Street	15.91, Niles Subdivision
2843-24	Alvarado Street	16.22, Niles Subdivision
2843-25	Alvarado Street	16.6, Niles Subdivision
2843-18	Farallon Drive	16.74, Coast Subdivision
2843-21	Farallon Drive	16.88, Coast Subdivision
2843-23	Griffiths Street	16.68, Coast Subdivision
2843-22	Montague Avenue	15.96, Niles Subdivision

Exhibit B – Terms, provisions, conditions, limitations and covenanats

Exhibit C – Union Pacific Company Contract Insurance Requirements

Exhibit D – Safety Standards

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2843-19

WIRELINE CROSSING AGREEMENT

Mile Post: 15.91, Niles Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 02, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

Article 4. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 5. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SAN LEANDRO

By: Nicholas Andersen
Asst Manager

By: Chris Zapata
Name Printed: Chris Zapata
Title: City Manager

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

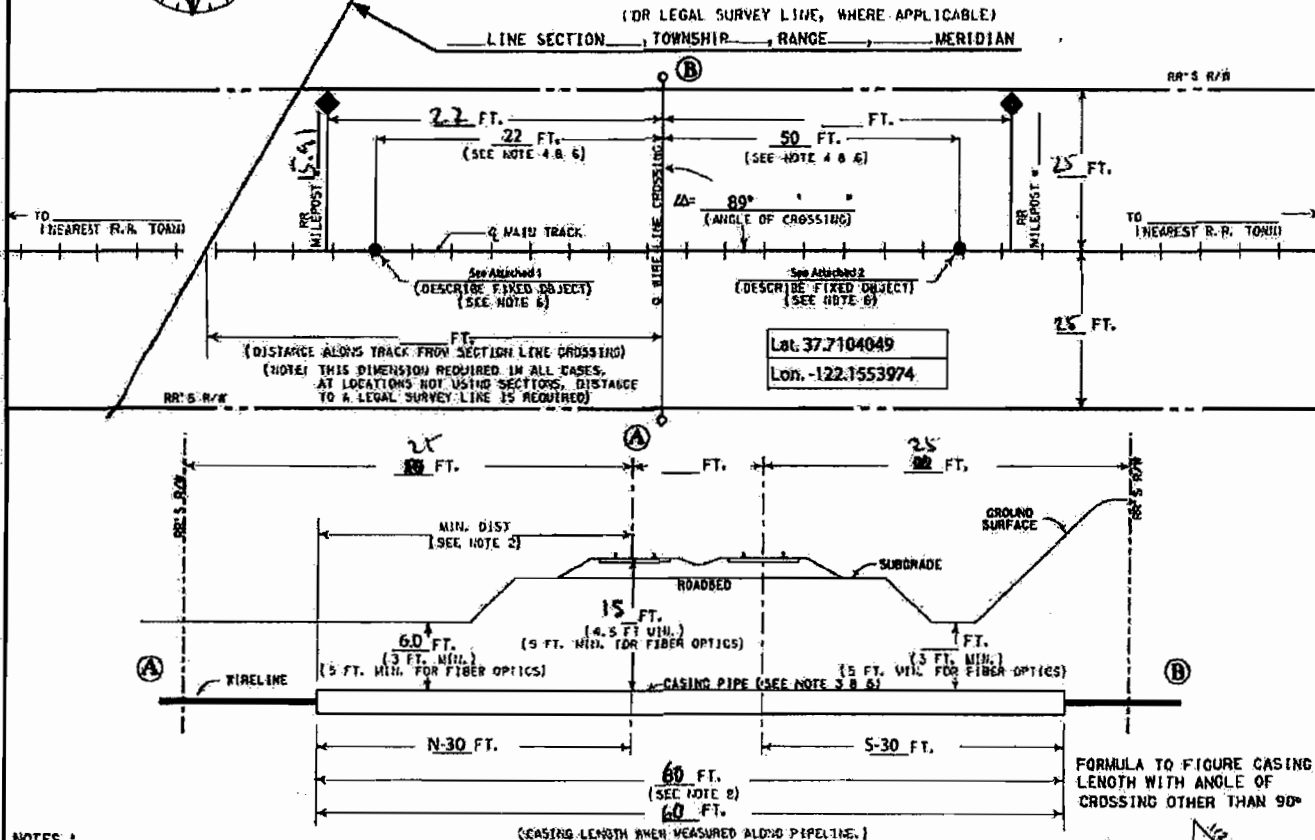
NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F

REV 10-26-2007

www.uprr.com

NO SCALE



NOTES:

- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK, EXCEPT AS NOTED.
- 2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM C. OF TRACK, MEASURED AT RIGHT ANGLES.
- 3) CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT (NO PVC).
- 4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- 6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKMILLS OF BRIDGES; C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C. OF CULVERTS.
- 7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
- B) IF YES, NAME OF STREET ALVARADO STREET
- C) TYPE WIRELINE CROSSING: ☐ TELEPHONE; ☐ TELEVISION; ☒ FIBER OPTIC; OTHER: _____
- D) VOLTAGE TO BE CARRIED UNDER TRACK 12 NO. OF WIRES 144
- E) CASING TYPE TO BE INSTALLED HDPE
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
☐ DRY BORE AND JACK (WET BORE NOT PERMITTED);
☒ TUNNEL; OTHER: DIRECTIONAL DRILL
- G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 300
(30' MIN.)
- H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) _____
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20131213012

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Niles (Spur off 15.7)M. P. 15.91 E. S. 14+00'

UNDERGROUND WIRELINE CROSSING

SAN LEANDRO Alameda CA

FOR CITY OF SAN LEANDRO

RR FILE NO. 0264319 DATE 12-30-13

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE 1-800-336-9193

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2843-24

WIRELINE CROSSING AGREEMENT

Mile Post: 16.22, Niles Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 03, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 4. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 5. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Asst Manager

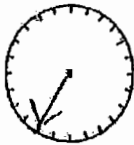
CITY OF SAN LEANDRO

By: _____

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

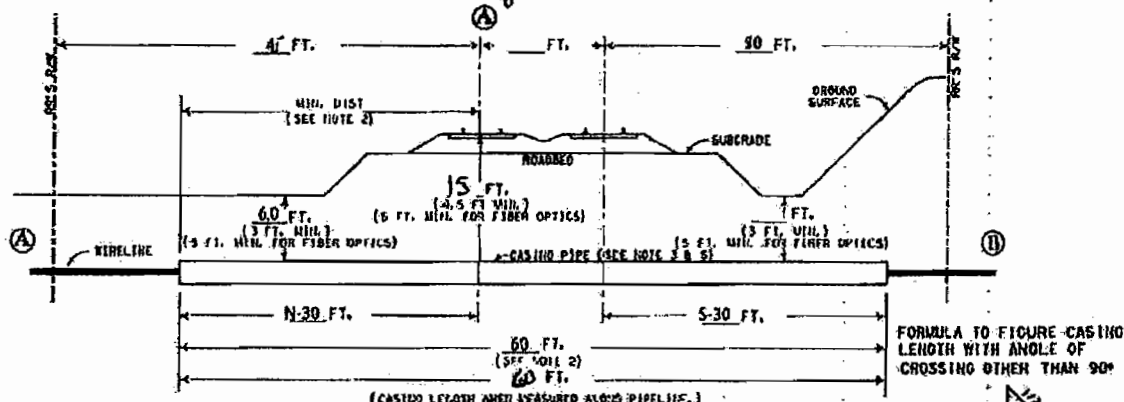
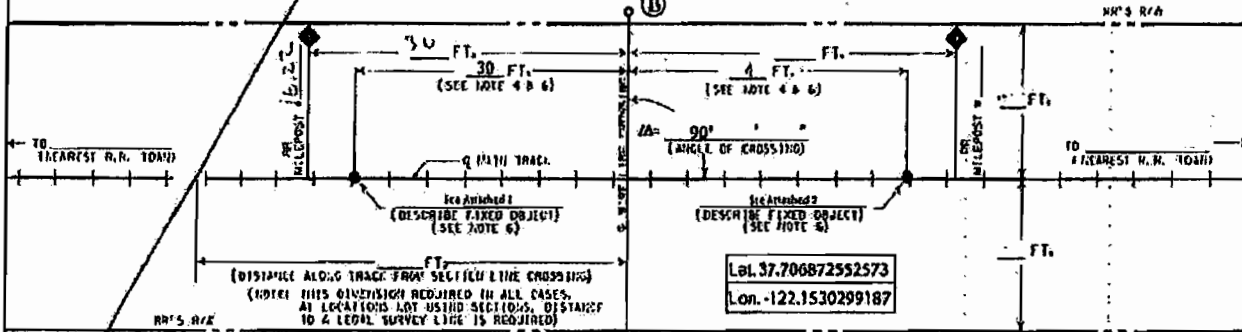
FORM DR-0404-1

REV 10-28-2007

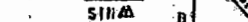
www.upt.com

NO SCALE

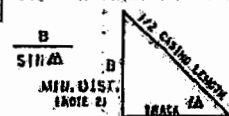
(OR LEGAL SURVEY LINE, WHERE APPLICABLE)
 _____ LINE SECTION _____, TOWNSHIP _____, RANGE _____, MERIDIAN _____



NOTES: 1

- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK, EXCEPT AS NOTED.
- 2) CASINO MUST EXTEND A MINIMUM OF 30' OUT FROM C. OF TRACK, MEASURED AT RIGHT ANGLES.
- 3) CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT, AND PVC.
- 4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CURVE, OR FROM ANY SWITCHING AREA.
- 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- 6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKFILLS OF BRIDGES, C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C. OF CULVERTS.
- 7) CASINO AND CARRIER PIPE MUST BE PLACED: A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.
- 

**FORMULA TO FIGURE CASING
LENGTH WITH ANGLE OF
CROSSING OTHER THAN 90°**



- A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? @ YES; C NO;
 B) IF YES, NAME OF STREET ALVARADO STREET
 C) WIRELINE CROSSING: C TELEPHONE; C TELEVISION; @ FIBER OPTIC;
 OTHER: _____
 D) VOLTAGE TO BE CARRIED UNDER TRACK 12 NO. OF WIRES 144
 E) CASING TYPE TO BE INSTALLED HDP
 F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
— DRY BORE AND JACK (WET BORE NOT PERMITTED);
C TUNNEL; OTHER Directional Bore
 G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND
 JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35
(30' MIN.)
 H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES
 (IF LESS THAN ONE MILE) _____
 I) APPLICANT HAS CONTACTED 1-800-336-9193,
 U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER
 OPTIC CABLE @ DOES; C DOES NOT; EXIST IN VICINITY OF
 WORK TO BE PERFORMED. TICKET NO. 20131213015

EXHIBIT "A"

1201 PUBLISHED BY THE U.S. GOVERNMENT PRINTING OFFICE

UNION PACIFIC RAILROAD CO.

Niles (Spur off. 15.85)

M. P. 11.2.2 6th E. S. 785+704

UNDERGROUND WIRELINE CROSSING

SAN LEANDRO Alameda CA

STATION	DATE	TIME	STATE

FOR CITY OF SAN LEANDRO

RR FILE NO. 0284324 DATE 11-30-13

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2843-25

WIRELINE CROSSING AGREEMENT

Mile Post: 16.6, Niles Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 03, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 4. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 5. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Nicholas Anderson
Asst Manager

CITY OF SAN LEANDRO

By: _____

Name Printed: _____

Title: _____

Chris Zapata
Chris Zapata
City Manager

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

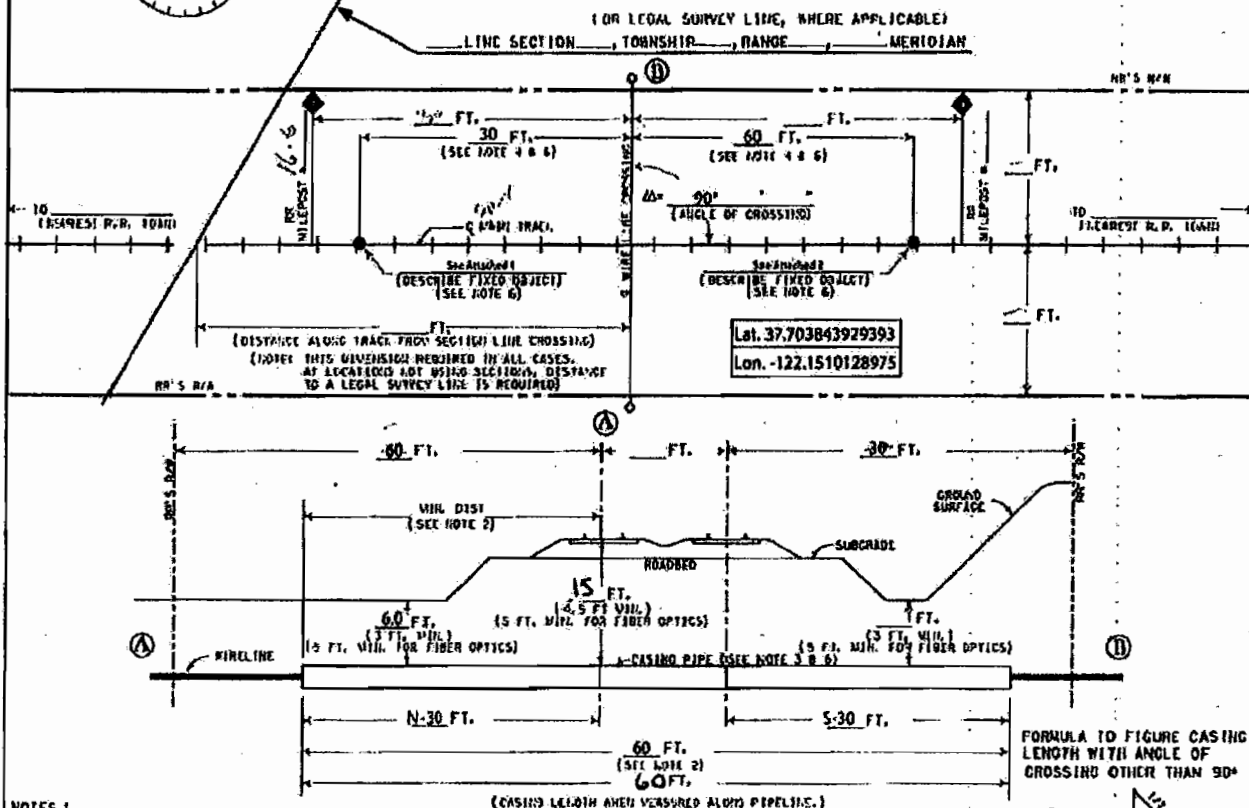
NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-040-1-F

REV 10-26-2007

www.uprr.com

NO SCALE



NOTES:

- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK, EXCEPT AS NOTED.
- 2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM C. OF TRACK, MEASURED AT RIGHT ANGLES.
- 3) CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT (NO PVC).
- 4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- 6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C. OF CULVERTS.
- 7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
 B) IF YES, NAME OF STREET ALVARADO STREET
 C) TYPE WIRELINE CROSSING: ☐ TELEPHONE; ☐ TELEVISION; ☒ FIBER OPTIC;
 OTHER: _____
 D) VOLTAGE TO BE CARRIED UNDER TRACK 12 NO. OF WIRES 144
 E) CASING TYPE TO BE INSTALLED HDPE
 F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
☐ DRY BORE AND JACK (WET BORE NOT PERMITTED);
☒ TUNNEL; OTHER Directional Bore
 G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35
 (SEE NOTE 2)
 H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) _____
 I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20131213016

EXHIBIT "A"

FORM DR-040-1-F (REV. 10-26-2007)

UNION PACIFIC RAILROAD CO.

Alvarado StreetM. P. 16.6 O.P.C. S. 767+864

UNDERGROUND WIRELINE CROSSING

SAN LEANDRO

(CROSSING IN STATION)

LOCATION

STATE

FOR CITY OF SAN LEANDRO

RR FILE NO. 0284325 DATE 12-30-13

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE 1-800-336-9193

WIRELINE CROSSING AGREEMENT

Mile Post: 16.74, Coast Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 03, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article 1, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twelve Thousand Five Hundred Dollars (\$12,500.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

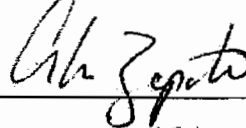
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SAN LEANDRO

By: 

Kathy Nesser
Manager

By: 

Name Printed: Chris Zapata
Title: City Manager



IN ALL OCCASIONS, U. S. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE / 1-800-336-9193

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2843-21

WIRELINE CROSSING AGREEMENT

Mile Post: 16.88, Coast Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 02, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

Article 4. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

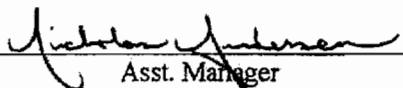
Article 5. TERM.

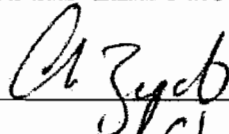
This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SAN LEANDRO

By: 
Asst. Manager

By: 
Name Printed: Chris Zapata
Title: City Manager

12-13-13

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

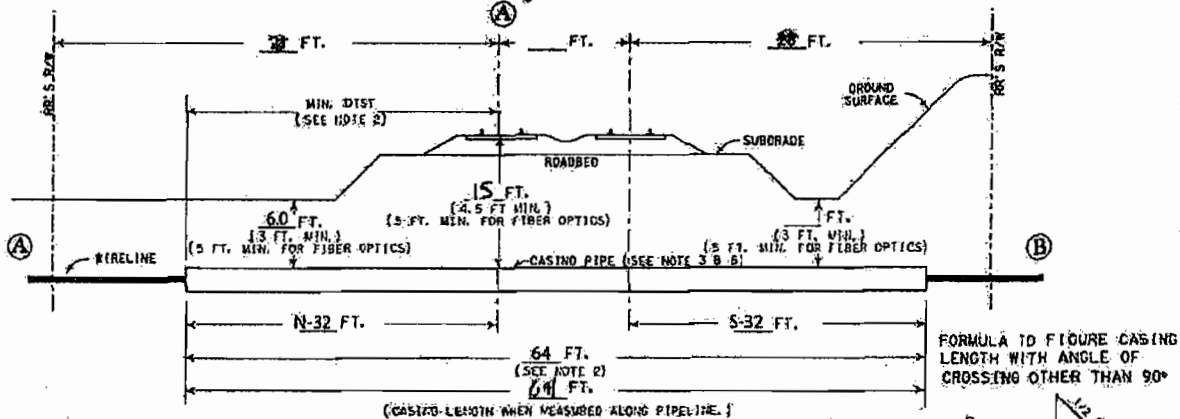
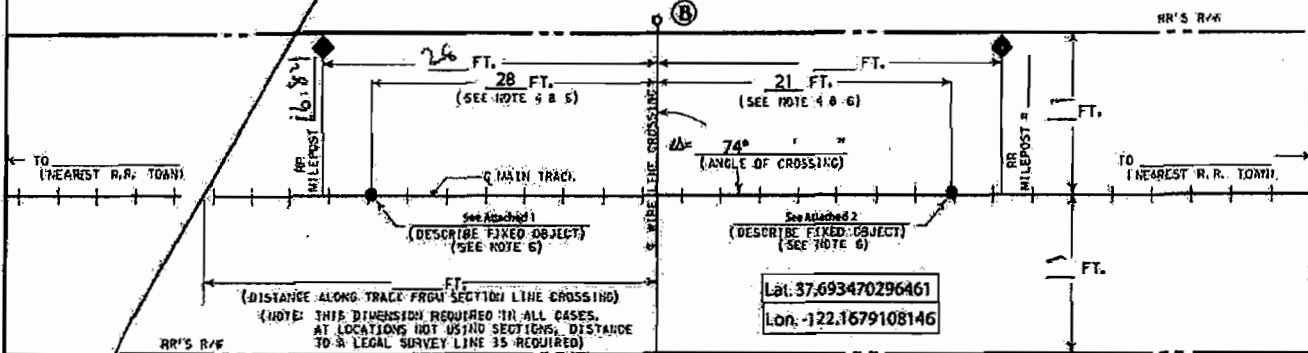
NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F

REV 10-26-2007

www.uprr.com

NO SCALE

OR LEGAL SURVEY LINE, WHERE APPLICABLE
LINE SECTION, TOWNSHIP, RANGE, MERIDIAN

NOTES:

- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK, EXCEPT AS NOTED.
- 2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM C. OF TRACK, MEASURED AT RIGHT ANGLES.
- 3) CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT (NO PVC).
- 4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- 6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKFALLS OF BRIDGES; C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C. OF CULVERTS.
- 7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
- B) IF YES, NAME OF STREET FARALLON DRIVE
- C) TYPE WIRELINE CROSSING: ☐ TELEPHONE; ☐ TELEVISION; ☒ FIBER OPTIC; OTHER: _____
- D) VOLTAGE TO BE CARRIED UNDER TRACK 12 NO. OF WIRES 144
- E) CASING TYPE TO BE INSTALLED HDPE
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
☐ DRY BORE AND JACK (WET BORE NOT PERMITTED);
☐ TUNNEL; OTHER Directional Bore
- G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35 (30' MIN.)
- H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) _____
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20131213011

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT FILL IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Coast (Spec. app. 16.88)

(SUPERVISOR)

OFF. M. P. 16.88 OFF. S. 8324003

UNDERGROUND WIRELINE CROSSING

SAN LEANDRO

(NEAREST R.R. STATION)

(CITY)

(STATE)

FOR CITY OF SAN LEANDRO

(APPLICANT)

RR FILE NO. 0284321 DATE 12-30-13

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE: 1-800-336-9193

AUDIT 272 075

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2843-23

WIRELINE CROSSING AGREEMENT

Mile Post: 16.68, Coast Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 03, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

Article 4. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 5. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SAN LEANDRO

By: Michael Anderson
Asst Manager

By: Chris Zypate
Name Printed: Chris Zypate
Title: City Manager

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

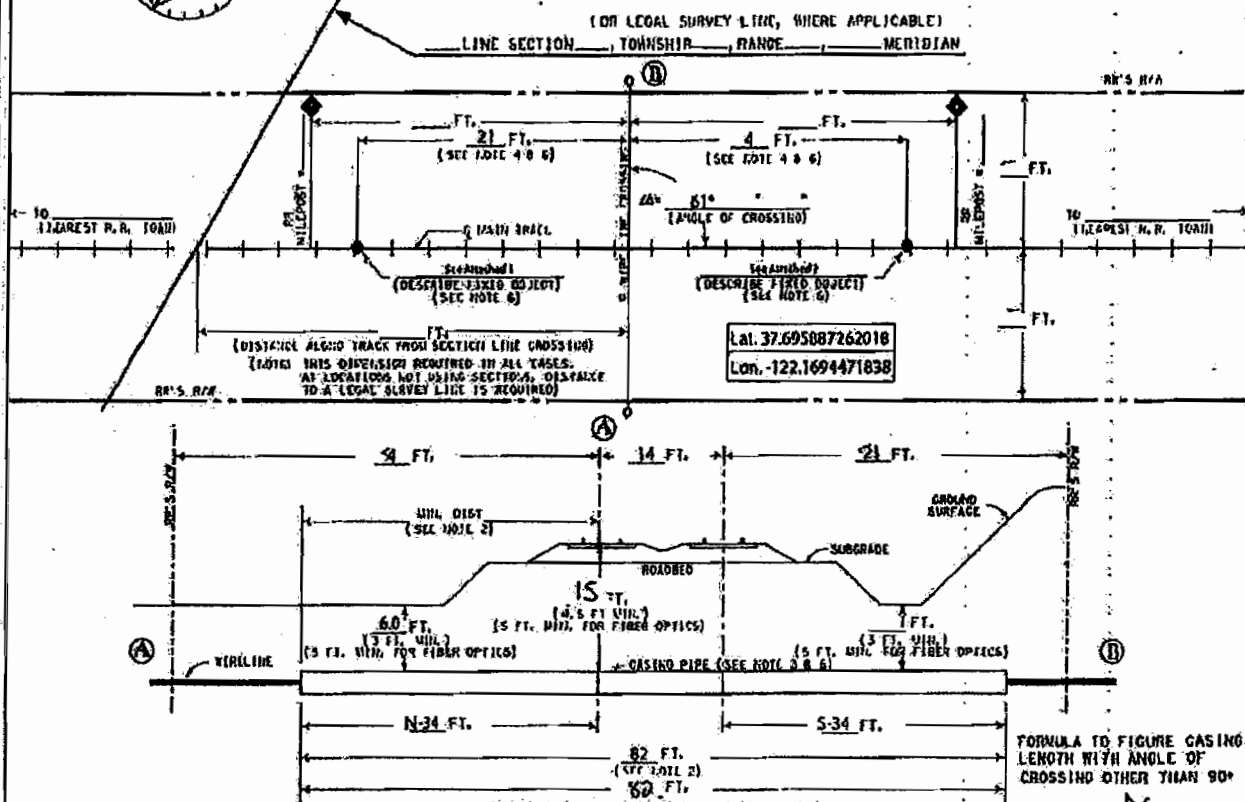


UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV. 10-20-2007
www.uprr.com
NO SCALE



NOTES:
1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK, EXCEPT AS NOTED.
2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM C. OF TRACK, MEASURED AT RIGHT ANGLES.
3) CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT (NO PVC).
4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C. OF CULVERTS.
7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE; ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
B) IF YES, NAME OF STREET: GRIFFITHS STREET
C) TYPE WIRELINE CROSSING: ☐ TELEPHONE; ☐ TELEVISION; ☒ FIBER-OPTIC;
OTHER: _____
D) VOLTAGE TO BE CARRIED UNDER TRACK: 12 NO. OF WIRES: 144
E) CASING TYPE TO BE INSTALLED: HDPE
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
☐ DRY BORE AND JACK (WET BORE NOT PERMITTED);
☒ TUNNEL; OTHER: Directional Bore
G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK: 36 (30' MIN.)
H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE): _____
I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20131213014

EXHIBIT "A"
UNION PACIFIC RAILROAD CO.
Coast (Spur) 16.66
600 M.P. 16.66 UPR S. 82.17.10
UNDERGROUND WIRELINE CROSSING
SAN LEANDRO
FOR CITY OF SAN LEANDRO
RR FILE NO. 0284323 DATE 12-30-13
WARNING:
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-800-336-9193

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2843-22

WIRELINE CROSSING AGREEMENT

Mile Post: 15.96, Niles Subdivision/Branch
Location: San Leandro, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 03, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAN LEANDRO**, to be addressed at 835 E. 14th Street, San Leandro, California 94577 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground fiber optic wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 30, 2013, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 4. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 5. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Nicholas Anderson
Asst Manager

CITY OF SAN LEANDRO

By: _____

Name Printed: _____

Title: _____

Chris Zapata
Chris Zapata
City Manager

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007

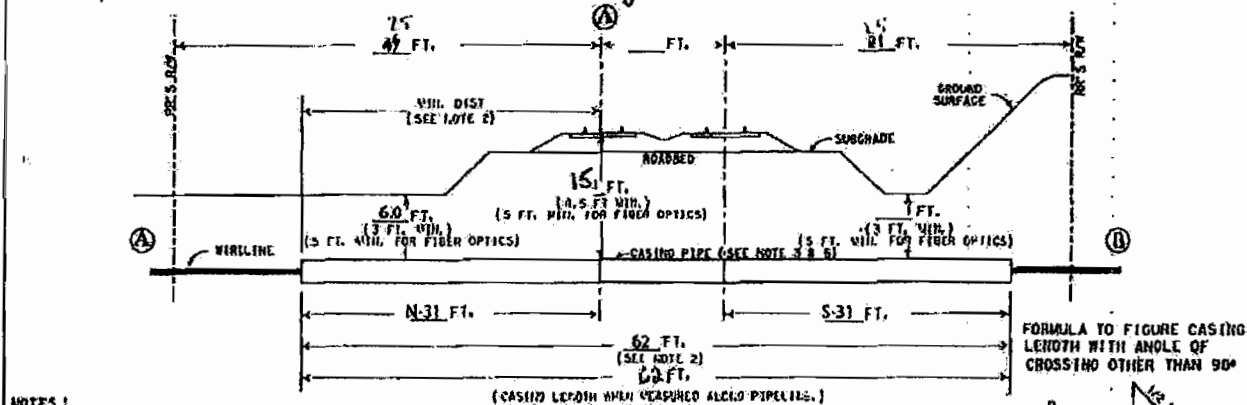
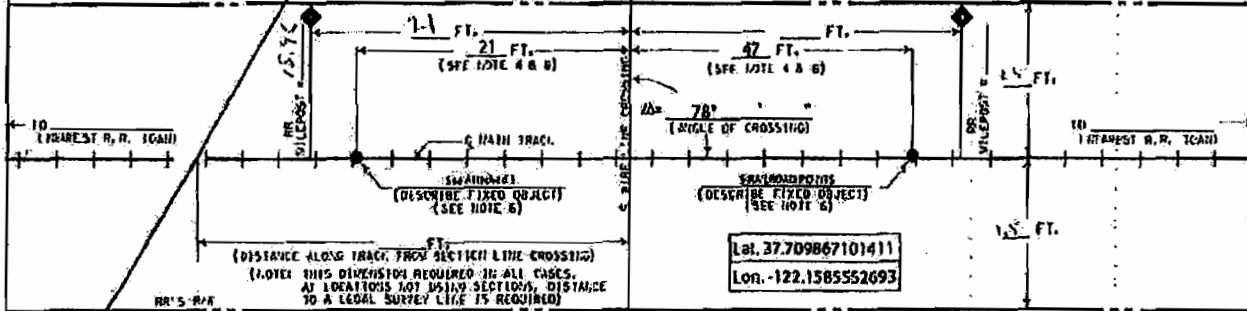
www.upir.com

NO SCALE

FOR LEGAL SURVEY LINE, WHERE APPLICABLE)

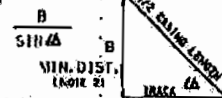
LINE SECTION _____, TOWNSHIP _____, RANGE _____, MERIDIAN _____

RR'S R/O



NOTES :

- 11 ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM $\frac{1}{2}$ OF TRACK, EXCEPT AS NOTED.
 12 CASING MUST EXTEND A MINIMUM OF 30' OUT FROM $\frac{1}{2}$ OF TRACK, MEASURED AT RIGHT ANGLES.
 13 CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT (NO PVC).
 14 MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, $\frac{1}{2}$ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 15 SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 16 ALLOWABLE FIXED OBJECTS INCLUDES BACKWALLS OF BRIDGES; $\frac{1}{2}$ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR $\frac{1}{2}$ OF CULVERTS.
 17 CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.
-



- A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
B) IF YES, NAME OF STREET MONTAGUE AVENUE
C) TYPE WIRELINE CROSSING: ☐ TELEPHONE; ☐ TELEVISION; ☒ FIBER OPTIC;
OTHER;
D) VOLTAGE TO BE CARRIED UNDER TRACK 12 NO. OF WIRES 144
E) CASING TYPE TO BE INSTALLED HDPE
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
DRY BORE AND JACK (WET BORE NOT PERMITTED);
TUNNEL; OTHER Directional Bore
G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND
JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35
(30' MIN.)
H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES
(IF LESS THAN ONE MILE) _____
I) APPLICANT HAS CONTACTED 1-800-336-9193;
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER
OPTIC CABLE ☒ DOES; ☐ DOES NOT; _____ EXIST IN VICINITY OF
WORK TO BE PERFORMED. TICKET NO. 20131219013

EXHIBIT "A"

FORM #4 (LPS) 4-91 (REV. 10-21-91) 14

UNION PACIFIC RAILROAD CO.

Niles (Spec off 15.3)

M. P. 1546 E. S. 23-1516

UNDERGROUND WIRELINE CROSSING

SAN LEANDRO	11/15/44	CA
ELIEST IN STATION	100.00	100.00

FOR CITY OF SAN LEANDRO

RR FILE NO. 0284322 DATE 12-30-13

W A H H I N G

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER-OPTIC CABLE.
PHONE 1-800-336-9193.

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Wireline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Wireline shall be done to the satisfaction of the Licensor.

B. If the Wireline is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

C. The Wireline shall be designed, constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wireline the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

D. In the operation of the Wireline, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty (750) volts, and the Wireline is, or is to be, buried at any location on the

property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wireline on the property of the Licensor. A Wireline buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground directly above the Wireline, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage", or equivalent wording. A Wireline encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

F. The Licensee shall keep and maintain the soil over the Wireline thoroughly compacted and the grade even with the adjacent surface of the ground.

G. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

ROBERT J. BRENNAN
MGR TRACK MNTCE
37950 Central Court, Ste B
Newark, CA 94560
Work Phone: 402-501-3774
Cell Phone: 402-594-5960

KEITH P. RUSHING

MGR SIGNAL MNTCE

1851 5TH ST

OAKLAND, CA 94607

Work Phone: 510-268-3052

Cell Phone: 510-504-7492

krushing@up.com

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees and contractors and subcontractors are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wireline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF WIRELINE.

A. The license herein granted is subject to the needs and requirements of the Licensor in the

safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Wireline, or move all or any portion of the Wireline to such new location, or remove the Wireline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Wireline on property of the Licensor in the location hereinbefore described shall, so far as the Wireline remains on the property, apply to the Wireline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Wireline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor (including without limitation, its tracks, pole lines, communication lines, radio equipment, wayside and/or cab based train signal systems, advanced train control systems, positive train separation systems, and grade crossing systems), and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. In the operation and maintenance of the Wireline the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wireline results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately make such modifications or take such action as may be necessary to eliminate such interference. Licensee agrees to pay for any reasonable modifications, design changes, or increased costs that may be necessary now or in the future to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from the Wireline.

C. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

D. No additional vehicular crossings (including temporary Licensee haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.

E. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

F. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wireline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wireline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or

assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore property to the same condition as the same were in before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE WIRELINE OR ANY PART THEREOF;**
- 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**
- 3. THE PRESENCE, OPERATION, OR USE OF THE WIRELINE OR ELECTRICAL INTERFERENCE OR OTHER TYPES OF INTERFERENCE CREATED OR CAUSED BY THE WIRELINE OR ESCAPING FROM THE WIRELINE;**
- 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED BY LICENSEE;**

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Wireline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Wireline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Wireline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or

by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT C

**Union Pacific Railroad Company
Contract Insurance Requirements**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- C. Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall

refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

- E. Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

- F.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.
- G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.
- I.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- J.** The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agent of Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment

15 feet of power operated tools
150 feet of jet blowers or pile drivers
150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

Familiar and comply with Railroad's rules on lockout/tagout of equipment.

Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.

Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

ATTACHMENT C

FEDERAL WAGE RATES

Federal Wage Rates are found at the following website:

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

Actual federal wage rates applicable to this contract will be the published rates effective dated 10 days prior to the bid opening date.

For reference, the current wage rates at the time of advertisement are those listed under:

General Decision number: CA140029 05/16/2014 CA 29

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.

ATTACHMENT D

CALIFORNIA GENERAL PREVAILING WAGES

California Prevailing Wage Determinations are found at the following website:

<http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

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.

ATTACHMENT E

MAKING DAVIS BACON WORK

**A CONTRACTORS GUIDE TO PREVAILING WAGE REQUIREMENTS
FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS**

*A Contractor's
Guide to
Prevailing
Wage
Requirements
for
Federally-Assisted
Construction
Projects*

MAKING DAVIS-BACON WORK

June 2006

U.S. Department of Housing and Urban Development

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are **assisted** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide **does not** address contractor requirements involved in **direct** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to **any** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

MAKING DAVIS-BACON WORK

*A Contractor's Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*

Table of Contents

Introduction	i

CHAPTER 1.

Laws, Regulations, Contracts and Responsibilities

1-1 Davis-Bacon and Other Labor Laws	1-1
a. The Davis-Bacon Act (DBA)	1-1
b. The Contract Work Hours and Safety Standards Act (CWHSSA)	1-1
c. The Copeland Act (Anti-Kickback Act)	1-2
d. The Fair Labor Standards Act (FLSA)	1-2
1-2 Davis-Bacon Regulations	1-2
1-3 Construction Contract Provisions	1-2
1-4 Responsibility of the Principal Contractor	1-3
1-5 Responsibility of the Contract Administrator	1-3

CHAPTER 2.

How to Comply with Labor Standards and Payroll Reporting Requirements

SECTION I — THE BASICS

2-1 The Wage Decision	2-1
a. The work classifications and wage rates	2-1
b. Posting the wage decision	2-2
2-2 Additional “Trade” Classifications and Wage Rates	2-2
a. Additional classification rules	2-2
b. Making the request	2-2
c. HUD review	2-3
d. DOL decision	2-3
2-3 Certified Payroll Reports	2-3
a. Payroll formats	2-3
b. Payroll certifications	2-4
c. “No work” payrolls	2-4
d. Payroll review and submission	2-4
e. Payroll retention	2-4
f. Payroll inspection	2-5

MAKING DAVIS-BACON WORK

*A Contractor's Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*

MAKING DAVIS-BACON WORK

2-4 Davis-Bacon Definitions	2-5
a. Laborer or mechanic	2-5
b. Employee	2-5
c. Apprentices and trainees	2-5
d. Prevailing wages or wage rates	2-6
e. Fringe benefits	2-7
f. Overtime	2-7
g. Deductions	2-7
h. Proper designation of trade	2-8
i. Site of work	2-8

SECTION II — REPORTING REQUIREMENTS

2-5 Completing a Payroll Report	2-8
a. Project and contractor/subcontractor information	2-9
b. Employee information	2-9
c. Work classification	2-9
d. Hours worked	2-9
e. Rate of pay	2-9
f. Gross wages earned	2-10
g. Deductions	2-10
h. Net pay	2-10
i. Statement of compliance	2-10
j. Signature	2-11

SECTION III — PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews	2-11
a. On-site interviews	2-11
b. Project payroll reviews	2-11
2-7 Typical Payroll Errors and Required Corrections.	2-11
a. Inadequate payroll information	2-12
b. Missing addresses and Social Security Numbers	2-12
c. Incomplete payrolls	2-12
d. Classifications	2-12
e. Wage rates	2-12
f. Apprentices and trainees	2-12
g. Overtime	2-12
h. Computations	2-13
i. Deductions	2-13
j. Fringe benefits	2-13
k. Signature	2-13
l. On-site interview comparisons	2-13

2-8 Restitution for Underpayment of Wages	2-13
a. Notification to the employer/prime contractor	2-13
b. Computing wage restitution	2-14
c. Correction payrolls	2-14
d. Review of correction CPR	2-14
e. Unfound workers	2-14

CHAPTER 3.

Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

3-1 Introduction	3-1
3-2 Administrative Review on Labor Standards Disputes	3-1
a. Additional classifications and wage rates	3-1
b. Findings of underpayment	3-2
3-3 Withholding	3-2
3-4 Deposits and Escrow Accounts	3-3
3-5 Administrative Sanctions	3-4
a. DOL debarment	3-4
b. HUD sanctions	3-4
3-6 Falsification of Certified Payroll Reports	3-4

Index	A-1

Acronyms and Symbols	A-3

Davis-Bacon – Related Web Sites	A-3

Exhibits

HUD-4720, Project Wage Rate Sheet	A-4
WH-347, Payroll Form	A-5
Statement of Compliance	A-6

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

CHAPTER I.

Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

I-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project, it is because of a labor provision contained in one of HUD's "Related Acts," such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or DBRA**.

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because HUD provides only partial loan guarantees or insurance. Finally, CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., public housing, and some HUD-determined rates for operation of public housing and certain public housing-assisted housing). However, the Fair Labor Standards Act (FLSA) covering minimum wage and overtime pay is probably still applicable. (See *FLSA Coverage Thresholds* for more information. See also *CWHSSA Coverage Thresholds for Federal Contractors* and *CWHSSA Coverage Thresholds for Federal Contractors* available online at the HUD website (<http://www.hud.gov/offices/dhs/brs/foia/foia.htm>).

MAKING DAVIS-BACON WORK

*A Contractor's Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*

MAKING DAVIS-BACON WORK

DOL Regulations are
available on-line on the
World Wide Web:
[http://www.dol.gov/dol/
allcfr/Title_29/toc.htm](http://www.dol.gov/dol/allcfr/Title_29/toc.htm)

HUD program labor standards
forms are available on-line at
[www.hudclips.org/cgi/
index.cgi](http://www.hudclips.org/cgi/index.cgi)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

I-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7**. *Part 1* explains how the DOL establishes and publishes DBA wage determinations (*aka wage decisions*) and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

I-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at www.dhs.gov

I-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the **prime or general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See *Contract Administrator*, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor. "Subcontractor" will mean all subcontractors including lower-tier subcontractors, and the term "employer" will mean all contractors and people, including the prime contractor and any subcontractors and lower-tier subcontractors.

I-5 Responsibility of the Contract Administrator

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

MAKING DAVIS-BACON WORK

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2.

How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The **Davis-Bacon wage decision** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable **Davis-Bacon wage decision**.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 11-3, *Contractor Contract Provisions*.

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, we have provided a summary of the information that is typically found in a wage decision. The summary is provided for informational purposes only and is not intended to replace the actual wage decision. The actual wage decision is the only authoritative source for the information contained therein. The summary is provided for informational purposes only and is not intended to replace the actual wage decision. The actual wage decision is the only authoritative source for the information contained therein.

MAKING DAVIS-BACON WORK

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an **additional classification and wage rate**. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

- 1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
- 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
- 3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
- 4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. Payroll Formats

The easiest form to use is DOL's WH-347, **Payroll**. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are encouraged to use Payroll Reports and are most welcome to use any other form of payroll, such as computerized payroll, as long as it contains all the information that is required on the WH-347.

MAKING DAVIS-BACON WORK

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll Form WH-347 in a fillable PDF format at this address: www.dol.gov/esa/program/dbsa/forms.htm and at HUDChips.

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See *Tip Box*, below, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An able prime contractor that controls subcontractor payroll submissions can detect and understand wage and overtime violations early, prevent costly underpayments and overtime violations from escalating, and ensure compliance with the law.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

- 1) Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
- 2) Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator at your HUD Labor Relations Field Staff for a copy of Labor Relations Letter (LR-96-01), *Labor standards compliance requirements for self-employed laborers and mechanics*. Labor Relations letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

MAKING DAVIS-BACON WORK

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rates expressed as a series of percentages. The percentage amount is the share of the journeyman's wage. For example, if 50 percent of a journeyman's wage is paid, the percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

- 1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
- 2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is **not** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
- 3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

- 1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits **do not** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for each craft. If the value of the fringe benefits you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10.00 per hour basic rate plus \$5.00 per hour fringe benefits, you must pay no less than that total (\$15.00 per hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways. You could pay the basic wage and fringe benefits as stated in the wage decision or you could provide a base wage with no fringe benefits, or you could pay \$12.00 basic plus \$3.00 fringe benefits. You can also off-set the amount of the base wage if you pay no fringe benefits, such as by paying \$13.00 basic plus \$2.00 fringe benefits, as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and DOL requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requires a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits), if an employer merely pays \$10 basic wage plus \$5 fringe benefits, more than overtime rates must be based on one and one-half times the basic rate as stated in the wage decision. In the above example, the employer must pay for overtime: \$15.00 per hour basic + \$5.00 fringe plus \$3.00 one-half of \$10, the wage decision basic rate, for a total of \$23.00 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

MAKING DAVIS-BACON WORK

For many contractors,
the Weekly Certified
Payroll is the only
Davis-Bacon paperwork
you need to submit!

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. **Remember**, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed **only** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name**, **address** and **social security number**; his or her **work classification** (who is working for you and what do they do?), the hours worked during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn?), the amounts of any **deductions** for taxes, etc., and the **net amount paid** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show **ONLY** the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

MAKING DAVIS-BACON WORK

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is calculated as one and one-half times the hourly rate, not just the hourly rate plus any fringe benefits. For example, if the wage decision requires 5.00 hour basic plus 0.50 hour fringe benefits, the overtime rate would be $(\$10 \times 1.5) + .50 = \$20$ hour.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Do not use the Statement of Compliance to certify that you are paying wages at or above the minimum wage rate. The Statement of Compliance is only to be used to certify that you are paying wages at or above the minimum wage rate.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶11-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

MAKING DAVIS-BACON WORK

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision **or** the employer may request an **additional classification and wage rate** (See ¶12-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay **wage restitution** to all affected reclassified employees. (See ¶12-8 for instructions about wage restitution.)

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

- 1) If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

- 2) If the project is **not** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not endorse any attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of corrected payroll reports that show wage credits in gross amounts (i.e., without any deductions) for review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls **and** will be required to pay wage restitution if underpayments occurred. *However*, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

MAKING DAVIS-BACON WORK

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3.

Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

- 1) Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

MAKING DAVIS-BACON WORK

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 112-2(d), and also *DOL Regulations 29 CFR 1.8.*) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

- 2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's Administrative Review Board**. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

- 1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See *DOL Regulations 29 CFR 5.11 (b)* and *29 CFR Part 6, Rules of Practice for Administrative Proceedings.*)
- 2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See §12-8, *Responsibility of the Principal Contractor*, and §12-8, *Restitution for Underpayment of Wages*.

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments **provided** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in §12-8(e) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See §12-8(e) and 3-4(a)).

If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in §13-4(c), below.

MAKING DAVIS-BACON WORK

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (**debarred**) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

- 1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.
- 2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Index

Acronyms	v, A-3
Additional classifications	iii, 2-2
Administrative Review Board	1-2, 3-2
Administrative Review on Labor Standards Disputes	v, 3-1
Apprentices	iv, 2-5, 2-9, 2-12
Apprentices and trainees	2-5
Pre-apprentice	2-6
Probationary apprentice	2-6
Ratio of apprentices and trainees to journeymen	2-6
Basic Hourly Rate	2-6, 2-9
Certified Payroll reports	iii, 1-2, 2-3, 2-8, 3-4
"No work" payrolls	2-4
Payroll certifications	2-4
Payroll formats	2-3
Payroll inspection	2-5
Payroll retention	2-4
Payroll review and submission	2-4
Compliance Reviews	2-11
Construction Contract Provisions	1-2
HUD-2554	1-2
HUD-4010	1-2
HUD-5370	1-2
Labor standards clauses	1-2
Contract administrator	iii, 1-3, 2-1-2-5, 2-11, 2-14, 3-1-3-4
Contract provisions	iii, 1-2, 2-1
Contract Work Hours and Safety Standards Act	iii, 1-1, A-3
Copeland Act	iii, 1-2
Correction payrolls	v, 2-14
CPR	2-3, A-3
CWHSSA	iii, 1-1, A-3
Davis-Bacon Act	iii, 1-1, 1-2
Davis-Bacon Definitions	iv, 2-5
Apprentices and trainees	2-5
Fringe benefits	2-7
Laborer or mechanic	2-5
Working foremen	2-5
Davis-Bacon Regulations	iii, 1-2, A-3
Davis-Bacon Wage Decisions	1-3
Davis-Bacon Act	iii, 1-1, 1-2, 3-4, A-3
DBA	iii, 1-1, 1-2, 3-4, A-3
DBRA	1-1, 3-4, A-3
Debarment	v, 3-4
Deductions	iv, 1-2, 2-7, 2-10, 2-13, 2-14
Deposits and Escrow	v, 3-3
DOL	1-2-1-4, 2-2-2-7, 2-11, 3-1-3-4, A-3, A-5
DOL investigator	1-4
DOL regulations	2-2, 3-1-3-4, A-3
Employee	iv, 2-5
Fair Labor Standards Act	iii, 1-2, A-3
FLSA	A-3

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

MAKING DAVIS-BACON WORK

Falsification	v, 3-4
Findings of underpayment	v, 3-2
Fringe benefits	iv, 1-3, 2-6, 2-7, 2-9, 2-13
Gross wages	iv, 2-10
HUD Home Page	i
HUD Labor Relations field staff	i, 1-3, 2-2
HUD-11	2-11
Labor Relations Staff	i, 1-3, 2-2
Limited Denial of Participation	3-4, A-3
Liquidated damages	1-1, 2-12, 3-3
Local contracting agencies	1-3
Net pay	iv, 2-10, 2-14
Notice to Employees	2-2
On-site Interviews	2-11
Overtime	iv, 1-1, 1-2, 2-7, 2-9, 2-12, A-3
Payroll certification	iii, 2-4
Payroll errors	iv, 2-11
Payroll format	iii, 2-3, 2-12
Payroll retention	iii, 2-4
Payroll submissions	iii, 2-4
Piece-work	2-6, 2-9
Posting the wage decision	2-2
Prevailing wages or wage rates	2-6
Prime contractor	1-3, 2-2, 2-4, 2-14, 3-3
Principal contractor	iii, 1-3
general contractor	1-3
Project Wage Rate Sheet	2-1, A-4
Proper designation of trade	iv, 2-8
Rate of Pay	iv, 2-9, 2-11
Site of Work	iv, 2-8
Split-classification	2-8
Statement of Compliance	2-10, 2-13, 2-14, 3-4
Step-Up apprenticeship programs	2-6
Subcontractor	1-3, 2-2, 2-4, 3-1
lower-tier subcontractors	1-3
Suspension	3-4
Trainees	iv, 2-5, 2-6, 2-12
Typical Payroll Errors	iv, 2-11
Unfound workers	v, 2-14, 3-3
Wage Decision	iii, 1-3, 2-1-2-3, 2-6-2-14, A-4
Wage Restitution	v, 2-13, 2-14, 3-2-3-4
Computing wage restitution	v, 2-14
Correction payrolls	v, 2-14
Unfound workers	v, 2-14
Withholding	v, 1-2, 3-2
Work Classification	iv, 2-1, 2-3, 2-6, 2-8, 2-9, 2-11, 2-14
World Wide Web	i

Acronyms and Symbols

CDBG	– Community Development Block Grant
CFR	– Code of Federal Regulations
CPR	– Certified Payroll Report
CWHSSA	– Contract Work Hours and Safety Standards Act
DBA	– Davis-Bacon Act
DBRA	– Davis-Bacon and Related Acts
DOL	– Department of Labor
FHA	– Federal Housing Administration
FLSA	– Fair Labor Standards Act
HUD	– Housing and Urban Development (Department of)
IHA	– Indian Housing Authority
LCA	– Local Contracting Agency
LDP	– Limited Denial of Participation
O/T	– Overtime
PHA	– Public Housing Agency
S/T	– Straight-time
SAC	– State Apprenticeship Council/Agency
TDHE	– Tribally-Designated Housing Entity
§	– Section
¶	– Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:

www.hud.gov/offices/olr

HUD Regulations:

www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):

www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:

www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:

www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:

www.wdol.gov

DOL Forms:

www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Plumbers			\$			
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL		DATE OF DOL APPROVAL
			\$			
			\$			
			\$			
			\$			

form HUD-4720
(03/2004)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)_____ ; that during the payroll period commencing on the
(Building or Work)_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said_____ from the full
(Contractor or Subcontractor)weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use \$300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG



CITY OF SAN LEANDRO
FIBER CONDUIT FOR BROADBAND NETWORK

PROJECT NO. 2013.0320

BID NO. 13-14.017

EDA AWARD No.: 07-01-06893

SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	1154	405
2	LEGEND, GENERAL NOTES, CONSTRUCTION NOTES	1155	405
3	KEY PLAN	1156	405
4	DOOLITTLE DR - NORTH OF ADAMS AVE	1157	405
5	DOOLITTLE DR - SOUTH OF ADAMS AVE	1158	405
6	DOOLITTLE DR - NORTH OF DAVIS ST	1159	405
7	DOOLITTLE DR & DAVIS ST - ADAMS AVE	1160	405
8	ADAMS AVE & MCCORMICK ST	1161	405
9	MCCORMICK ST & EDISON AVE	1162	405
10	WHITNEY ST	1163	405
11	DOOLITTLE DR - FROM WILLIAMS ST TO NORTH OF MARINA BLVD	1164	405
12	DOOLITTLE DR & MARINA BLVD - MARINA BLVD FROM NOME ST EAST	1165	405
13	MARINA BLVD - FROM AURORA DR EAST TO NEPTUNE DR	1166	405
14	MARINA BLVD & MONARCH BAY DR SOUTH OF NEPTUNE DR	1167	405
15	MONARCH BAY DR TO FAIRWAY DR	1168	405
16	FAIRWAY DR - WEST OF MONARCH BAY DR	1169	405
17	FAIRWAY DR - WEST OF AURORA DR	1170	405
18	FAIRWAY DR - EAST OF DOOLITTLE DR TO CATALINA ST	1171	405
19	CATALINA ST - SOUTH OF FAIRWAY DR	1172	405
20	CATALINA ST - NORTH OF FARALLON DR	1173	405
21	FARALLON DR - FROM CATALINA ST EAST TO RR CROSSING	1174	405
22	FARALLON DR - FROM RR CROSSING EAST TO GRIFFITH ST	1175	405
23	FARALLON DR - SOUTH OF GRIFFITH ST	1176	405
24	FARALLON DR TO WICKS BLVD	1177	405
25	BURROUGHS AVE - FROM WICKS BLVD EAST TO GRIFFITH ST	1178	405
26	GRIFFITH ST - FROM BURROUGHS ST SOUTH TO FARALLON DR	1179	405
27	ALVARADO ST - FROM MARINA BLVD TO NORTH OF MONTAGUE	1180	405
28	ALVARADO ST - FROM MONTAGUE AVE TO SOUTH OF ALADDIN AVE	1181	405
29	ALVARADO ST - SOUTH OF TEAGARDEN ST	1182	405
30	ALVARADO ST & FREMONT AVE	1183	405
31	FREMONT AVE & CHEVRON ST	1184	405
32	CHEVRON ST & MONOGRAM ST	1185	405
33	MONTAGUE AVE - EAST OF ALVARADO ST TO TEAGARDEN ST	1186	405
34	TEAGARDEN ST - FROM MONTAGUE ST TO SOUTH OF ALADDIN AVE	1187	405
35	TEAGARDEN ST	1188	405
36	TEAGARDEN ST - EAST OF ALVARADO ST	1189	405
37-38	STANDARD DETAILS	1190-1191	405

GENERAL NOTES:

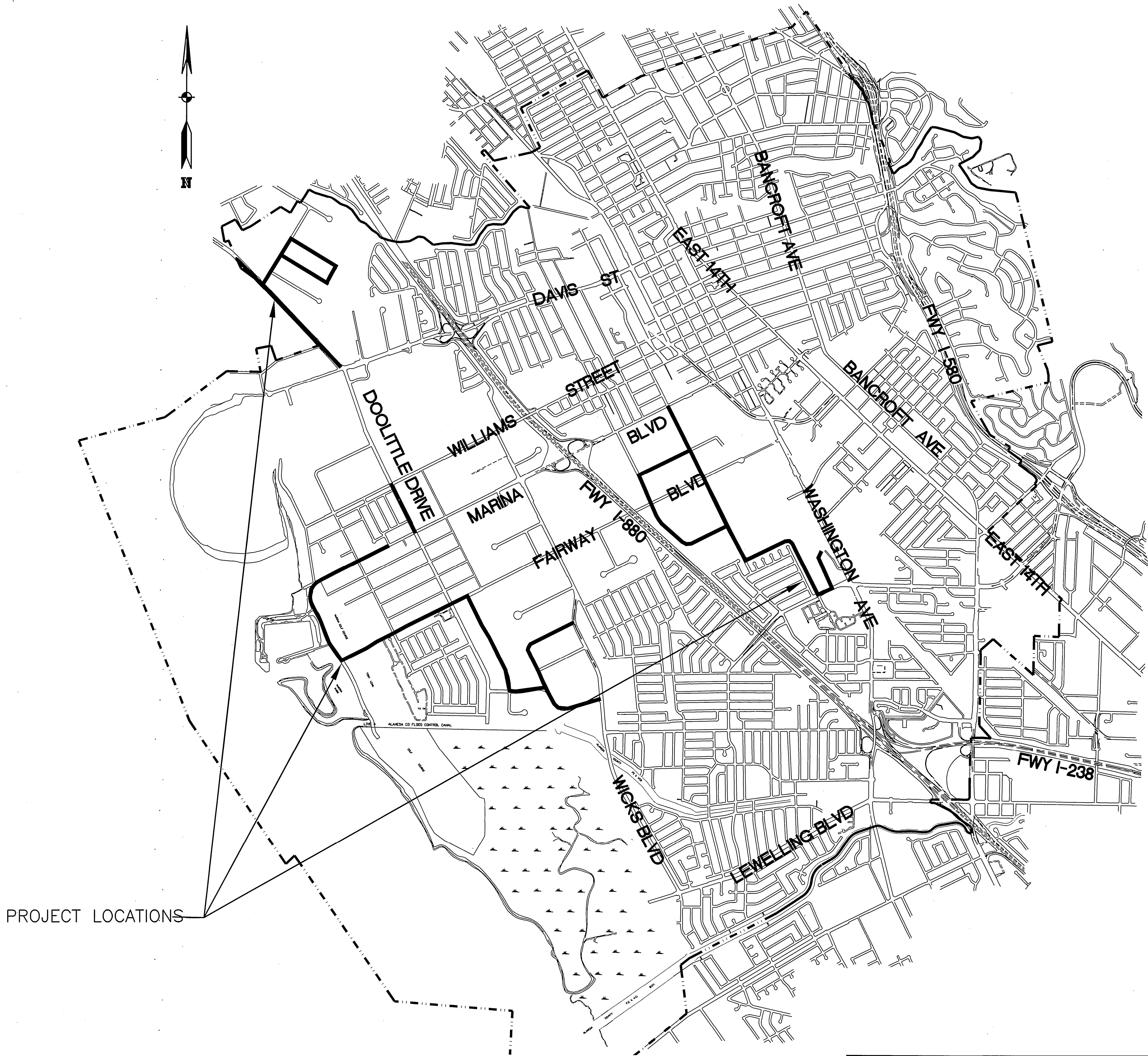
- THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE ENGINEER FOR ANY ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAIL. BY CALLING 811 or (800) 227-2600.
- CONTRACTOR SHALL COORDINATE 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.
- 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.
- 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

CITY OF SAN LEANDRO

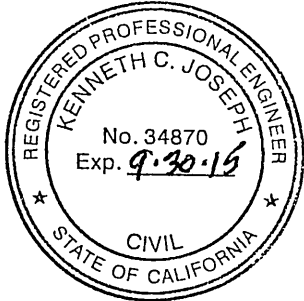
FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT

TITLE SHEET

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 1 OF 38
JOB NO. 2013.0320
SCALE
DWG 1154 CASE 405



PROJECT LOCATIONS



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

DESIGNED BY	JOD	DATE	3/3/14
DRAWN BY	AMS	DATE	3/3/14
PROJECT MGR.	SD	DATE	5/20/14
TRANS. ADMIN.	RLC	DATE	5/20/14
SENIOR ENGR.	RLC	DATE	5/20/14
APPROVED BY:		DATE	5/21/14
CITY ENGINEER, R.C.E. No. 34870			

LEGEND

	BUILDING LINE
	CONCRETE/BLOCK/RETAINING WALL
	CONCRETE CURB
	CONCRETE CURB & GUTTER
	DRIVEWAY
	FENCE LINE
	SIDEWALK
	ELECTROLIER
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT
	POWER POLE/JOINT POLE
	TRAFFIC SIGNAL POLE
	TRAFFIC SIGN
	TREE
	TRANSFORMER
	UTILITY BOX
	BENCHMARK/TEMPORARY BENCHMARK
	ANGLE POINT
	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
	ASPHALT
	BACK FLOW PREVENTER
	BOLLARD
	BIKE RACK
	CABINET
	CATCH BASIN
	CLOSED-CIRCUIT TV
	COMMUNICATIONS
	CONCRETE
	CABLE TV BOX
	DOUBLE DETECTOR CHECK VALVE
	EAST
	ELECTRIC BOX
	ELECTRICAL MANHOLE
	ELECTRICAL VAULT
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT
	FIBER OPTICS
	FLAG POLE
	GUY ANCHOR
	GAS VALVE
	IRRIGATION BOX
	IRRIGATION CONTROL VALVE
	IRRIGATION LINE
	LIGHT
	MAIL BOX
	MANHOLE
	MONUMENT
	MONITORING WELL
	NORTH
	NEW FIBER OPTICS
	PEDESTAL
	PACIFIC GAS & ELECTRIC
	POST INDICATOR VALVE
	PARKING METER
	POWER POLE
	RAILROAD RAIL
	SOUTH
	STORM DRAIN MANHOLE
	STREET LIGHT
	STREET LIGHT BOX
	SANITARY SEWER CLEAN OUT
	SANITARY SEWER MANHOLE
	TRAFFIC CONTROL BOX
	TELEPHONE BOX
	TRASH ENCLOSURE
	TELEPHONE
	TELEPHONE MANHOLE
	TRANSFORMER
	TRAFFIC SIGNAL BOX
	TRAFFIC SIGNAL BOX-CALTRANS
	TRAFFIC SIGNAL MANHOLE
	TRAFFIC SIGNAL POLE
	UNKNOWN UTILITY BOX
	UNKNOWN MANHOLE
	UTILITY POLE
	WEST
	WATER BOX
	WATER METER
	WATER MANHOLE
	WATER VALVE
	PULL BOX NUMBER
	FACE OF CURB OFFSET
	DEPTH BELOW SURFACE
	EAST BAY DISCHARGERS AUTHORITY
	STORM DRAIN
	SFPP - KINDER MORGAN
	SHELL OIL
	SANITARY SEWER

- GENERAL NOTES:
- CONTRACTOR SHALL INSPECT AND VERIFY ALL FIELD CONDITIONS BEFORE PROCEEDING.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN MAY NOT INCLUDE ALL UTILITIES PRESENT. THE LOCATIONS SHOWN REPRESENT THE BEST INFORMATION AVAILABLE AND ARE APPROXIMATE ONLY.
 - CONTRACTOR SHALL VERIFY EXACT LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION. POTENTIAL CONFLICTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO EXCAVATING FOR NEW FACILITIES.
 - CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811.
 - CONTACT CALTRANS ELECTRICAL MAINTENANCE AT (510) 638-1201 OR (415) 3300-6500 FOR CALTRANS UNDERGROUND UTILITIES.
 - CONTACT KINDER MORGAN AREA MANAGER AT (707) 816-1907 ONE WEEK PRIOR TO ANY WORK, INCLUDING POTHOLING, WITHIN 10 FEET OF SFPP FACILITIES.
 - CONTACT DOMINGO NUNEZ AT (209) 834-8789 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO ARRANGE FOR FIELD MARKINGS OF SHELL OIL PIPELINE FACILITIES.
 - CONTACT TRACK MAINTENANCE MANAGER AT (402) 501-3774 10 DAYS PRIOR TO ANY WORK ON UNION PACIFIC PROPERTY.
 - CONTRACTOR SHALL USE HAND TOOLS AND EXTREME CARE WHEN WORKING IN CLOSE PROXIMITY TO EXISTING UTILITIES.
 - TRAFFIC SIGNAL DETECTOR LOOP CIRCUITS ARE NOT SHOWN. CONTRACTOR SHALL LOCATE ALL TRAFFIC SIGNAL CIRCUITS AND INTERCONNECT CONDUITS PRIOR TO ANY TRENCHING OR BORING. ANY LOOPS OR CONDUITS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 - ANY DAMAGE TO THE CITY'S EXISTING ELECTRICAL/COMMUNICATION SYSTEMS OR EQUIPMENT BY THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. ALL REPAIRS/REPLACEMENTS SHALL BE APPROVED AND INSPECTED BY THE ENGINEER.

CONSTRUCTION NOTES:

- ALL TRAFFIC CONTROL DEVICES FOR THE WORK AREA SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
- PEDESTRIAN TRAFFIC SHALL BE MAINTAINED AT ALL TIMES
- ACCESS TO PRIVATE PROPERTIES SHALL BE MAINTAINED AT ALL TIMES
- LONGITUDINAL DIRECTIONAL BORES SHALL BE AT THE DEPTHS AND LOCATIONS SHOWN ON THE PLANS. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO DETERMINE BORING AND RECEIVING PIT LOCATIONS AND DIMENSIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE TRANSITION PROFILES BETWEEN LONGITUDINAL RUNS AND SPLICE BOX STRUCTURES.
- APPROXIMATE LOCATIONS OF SPLICE BOXES ARE SHOWN ON THE PLANS. EXACT FINAL LOCATION OF SPLICE BOXES SHALL BE DETERMINED IN THE FIELD WITH THE ENGINEER'S APPROVAL AFTER ALL EXISTING UTILITIES IN THE AREA OF WORK ARE LOCATED.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES IN THE WORK AREA. AT A MINIMUM, CONTRACTOR SHALL POTHOLE THE FOLLOWING FACILITIES THAT ARE WITHIN 10 FEET HORIZONTALLY OF PROPOSED BORING LOCATIONS (UTILITIES RUNNING PARALLEL SHALL BE POTHOLED AT MINIMUM 75' INTERVALS):
 - SFPP (KINDER MORGAN)
 - SO (SHELL OIL)
 - GAS (PG&E)
 - EBDA (EAST BAY DISCHARGERS AUTHORITY)
- CONTRACTOR SHALL ALSO POTHOLE OTHER UNDERGROUND UTILITIES AS NECESSARY TO DETERMINE LOCATION AND CONSTRUCTION OF BORING PITS, SPLICE BOXES AND CONDUIT PLACEMENTS.
- A COPY OF POTHOLE LOG SHALL BE PROVIDED TO THE ENGINEER.
- CONTRACTOR SHALL RECORD AND LOG LOCATION AND DEPTH OF CONDUIT INSTALLATION AT 25' INTERVALS.
- AT CROSSINGS, NEW CONDUITS SHALL BE INSTALLED BELOW EXISTING UTILITIES AND WITH A MINIMUM 24" VERTICAL SEPARATION. CROSSINGS SHALL BE INSTALLED AT AS NEAR A NINETY-DEGREE ANGLE AS POSSIBLE
- TO THE GREATEST EXTENT POSSIBLE, A 5 FEET MINIMUM HORIZONTAL SEPARATION BETWEEN NEW CONDUITS AND EXISTING UTILITIES THAT RUN PARALLEL SHALL BE MAINTAINED.
- ALL NEW UNDERGROUND CONDUITS SHALL BE INSTALLED WITH A PULL ROPE AND NO. 8 AWG STRANDED COPPER BONDING/LOCATING WIRE.
- FOR THE PURPOSES OF CITY OF SAN LEANDRO 'EXCAVATION RESURFACING' (DWG. 122A, 122B & 122C; CASE 3100) THE PAVEMENT CONDITION INDEX (PCI) FOR THE FOLLOWING STREETS IS GREATER THAN 85:
 - ADAMS AVENUE
 - ALVARADO STREET
 - FAIRWAY DRIVE (BETWEEN MONARCH BAY DRIVE AND DOOLITTLE DRIVE)
 - FREMONT AVENUE
 - MONTAGUE AVENUE
- REPAIR/REPLACE SIDEWALK IN IN AREAS WHERE NEW CONDUIT AND PULL BOXES ARE INSTALLED. SIDEWALK REPAIR SHALL INCLUDE ENTIRE PANELS AND MATCH EXISTING SCORE PANELS AND SURFACE COLOR AND TEXTURE.
- REPAIR/REPLACE ALL LANDSCAPING, CURBS, SERVICES, IRRIGATION, ETC., DISTURBED OR DAMAGED BY THE CONTRACTOR' OPERATIONS.



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 JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/26/14
TRANS ADMIN. RLC DATE 5/26/14
SENIOR ENGR. J.J. DATE 5/26/14
APPROVED BY: [Signature] DATE 5/26/14
CITY ENGINEER/R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT

LEGEND, GENERAL NOTES AND CONSTRUCTION NOTES

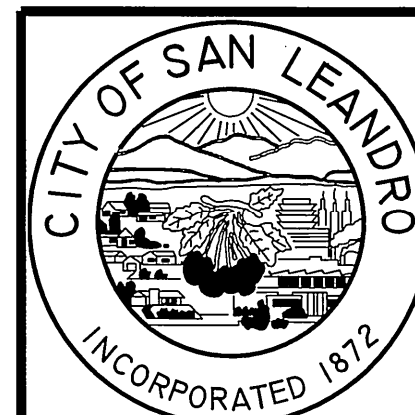
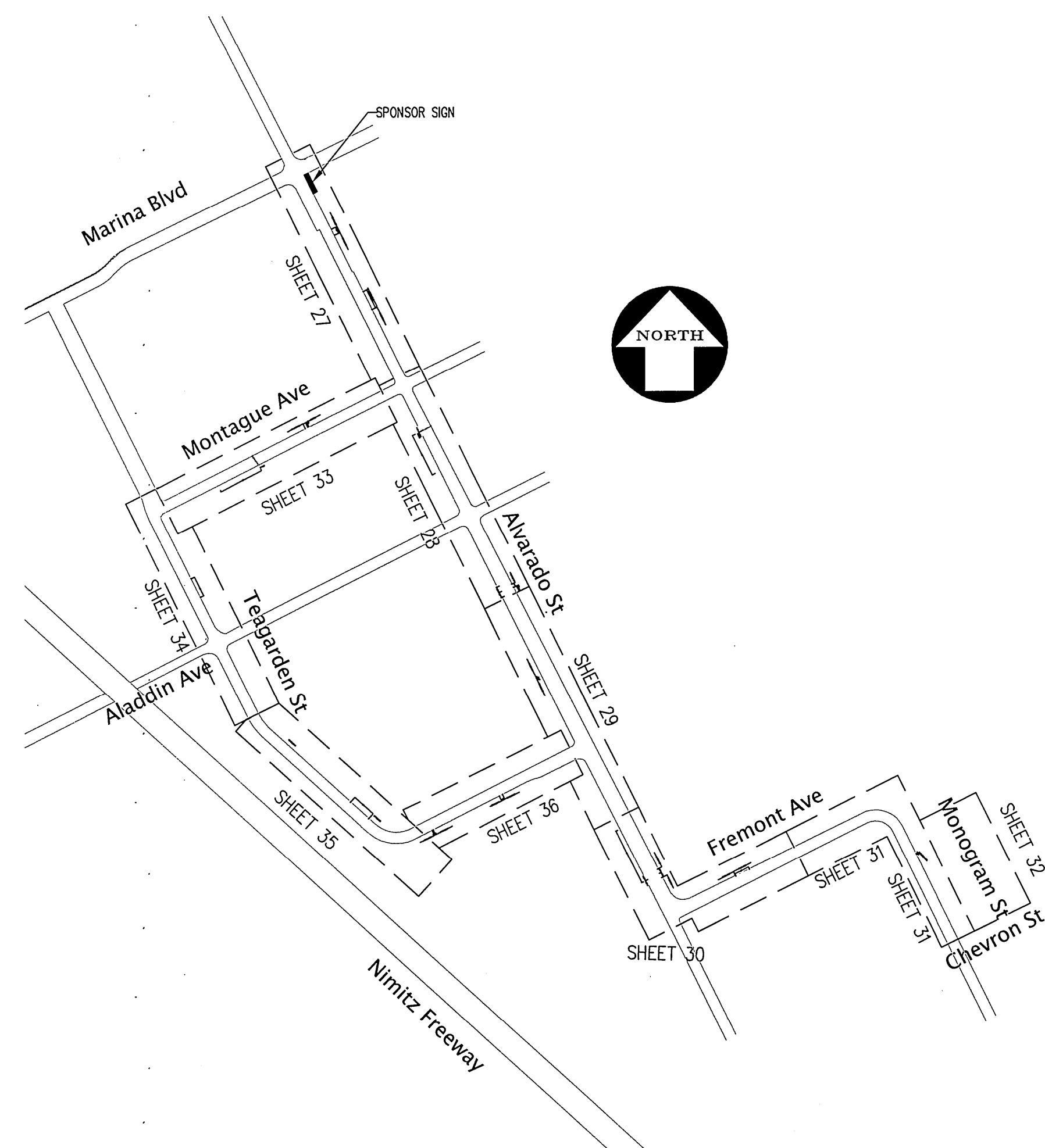
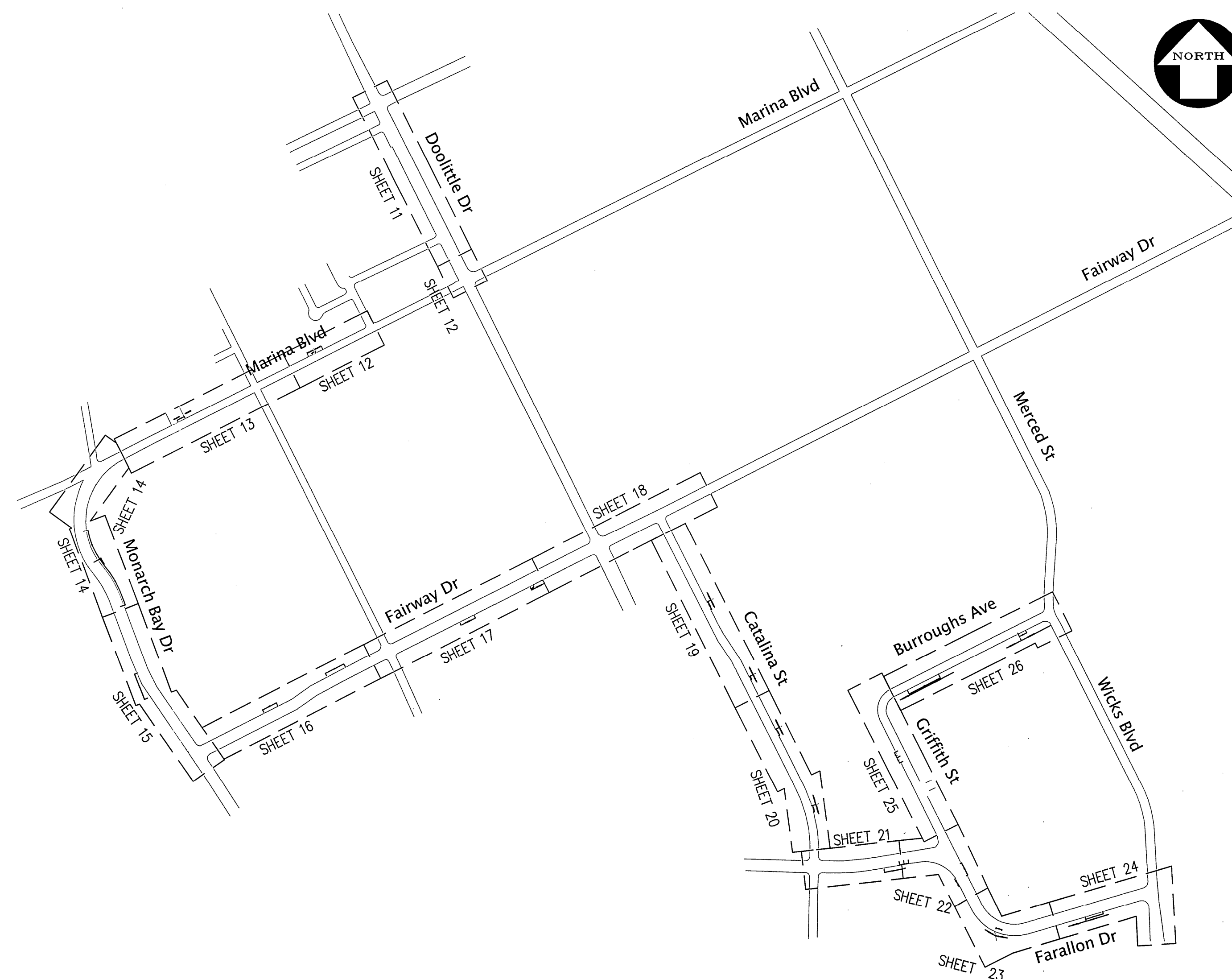
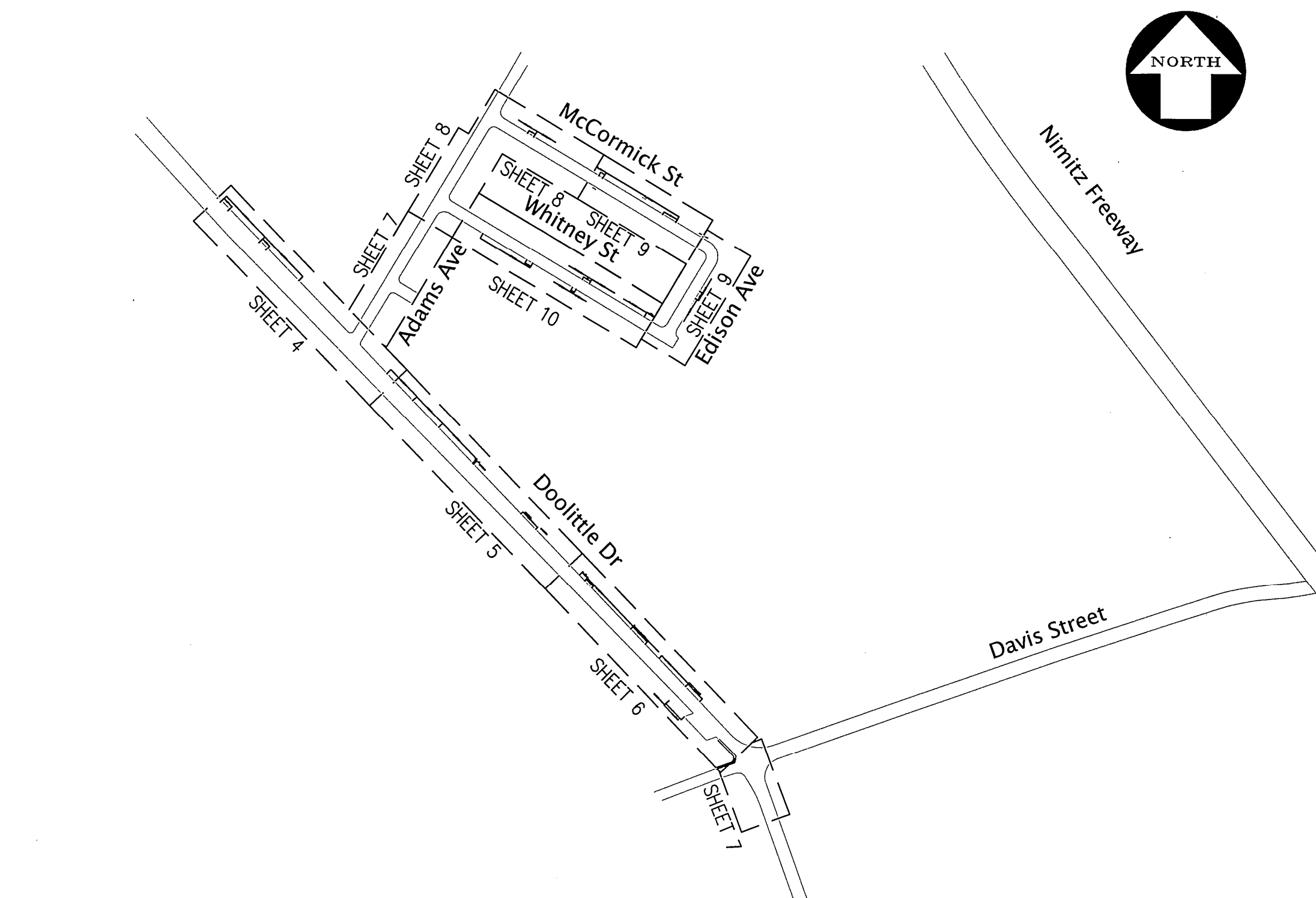
AT FULL SIZE
THIS LINE MEASURES 1"

SHEET 2 OF 38

JOB NO. 2013.0320

SCALE _____

DWG. 1155 CASE 405



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

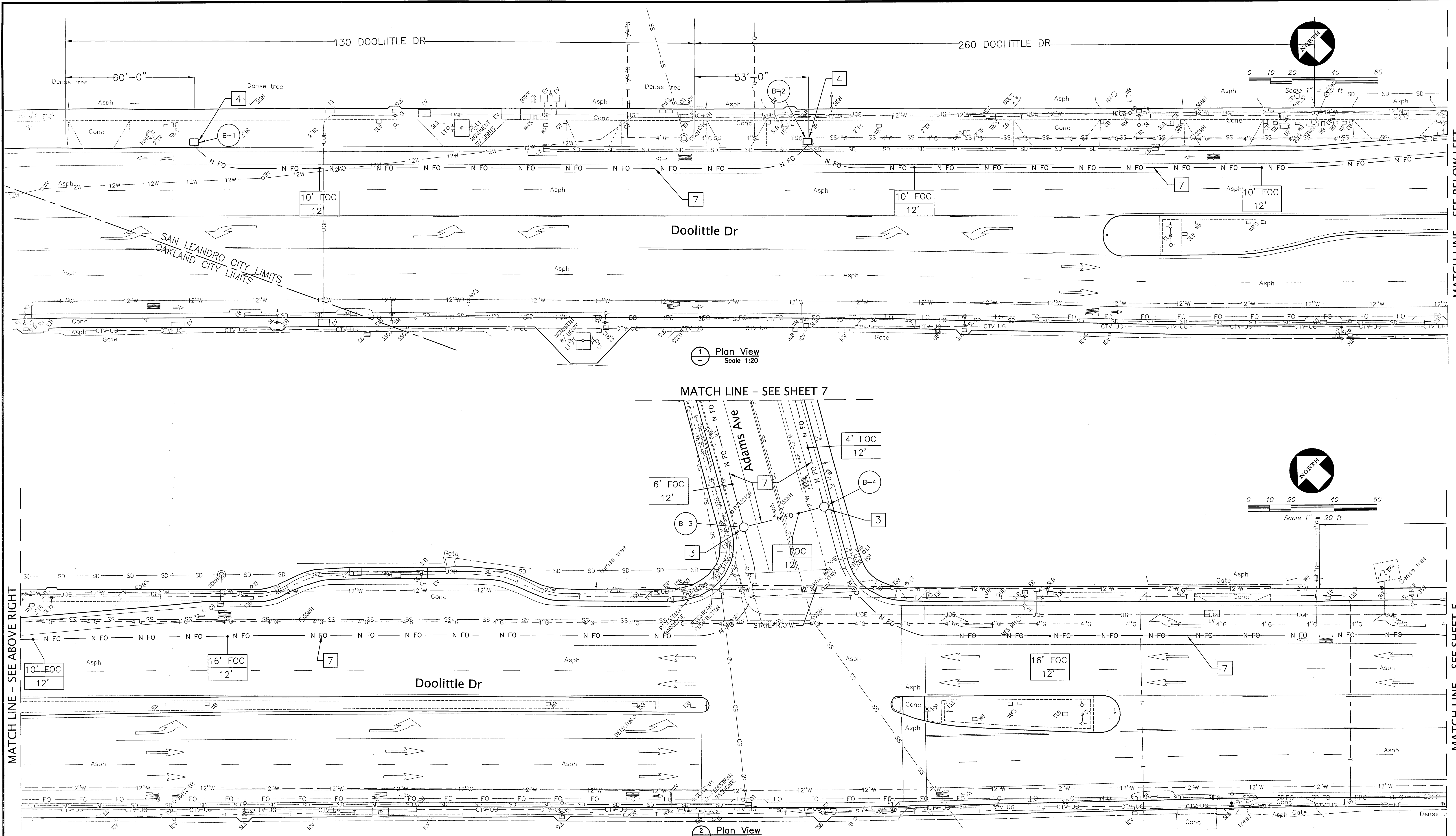
NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 3/3/14
TRANS ADMIN. JLC DATE 5/20/14
SENIOR ENGR. JLC DATE 5/20/14
APPROVED BY: [Signature] DATE 5/23/14
CITY ENGINEER, R.C.E. NO. 34870

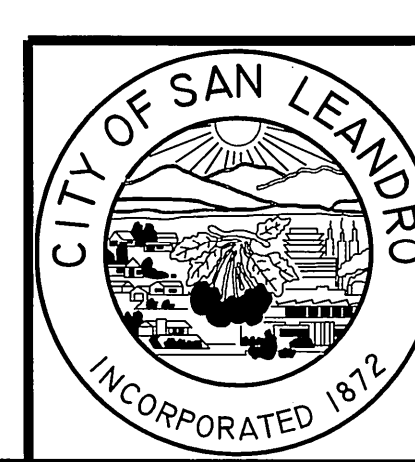
CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT KEY PLAN

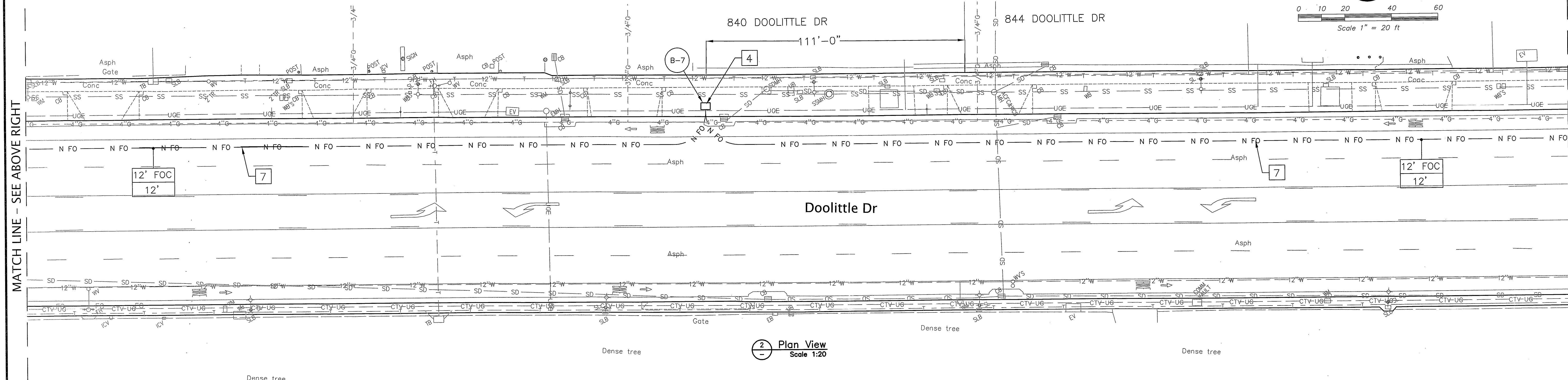
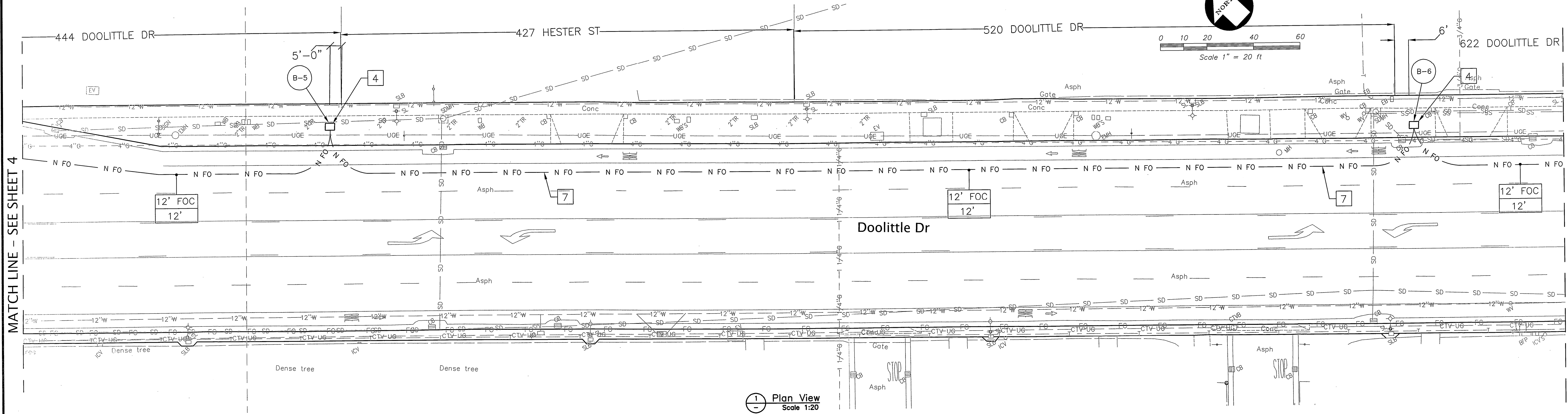
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 3 OF 36
JOB NO. 2013.0320
SCALE 1"=600'
DWG. 1156 CASE 405



- SHEET NOTES**
- 1 EXISTING CSL PULL BOX.
 - 2 EXISTING CSL MANHOLE.
 - 3 FURNISH AND INSTALL NEW MANHOLE.
 - 4 FURNISH AND INSTALL NEW PULL BOX.
 - 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
 - 6 COMPLY WITH UNION PACIFIC REGULATIONS.
 - 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
 - 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
 - 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
 - 10 EXPOSE ABANDONED SEWER PIPELINE.
 - 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



CITY OF SAN LEANDRO FIBER CONDUIT FOR BROADBAND NETWORK PROJECT DOOLITTLE DRIVE			AT FULL SIZE THIS LINE MEASURES 1" SHEET <u>4</u> OF <u>38</u> JOB NO. <u>2013.0320</u> SCALE <u>AS NOTED</u> DWG. <u>1157</u> CASE <u>405</u>														
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.	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISION													DESIGNED BY: <u>JOD</u> DATE: <u>3/3/14</u> DRAWN BY: <u>AMS</u> DATE: <u>3/3/14</u> PROJECT MGR.: <u>200</u> DATE: <u>5/20/14</u> TRANS. ADMIN.: <u>RJC</u> DATE: <u>5/20/14</u> SENIOR ENGR.: <u>1/1</u> DATE: <u>5/20/14</u> APPROVED BY: <u>[Signature]</u> DATE: <u>5/20/14</u> CITY ENGINEER, R.C.E. No. 34870
NO.	DATE	REVISION															



SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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.

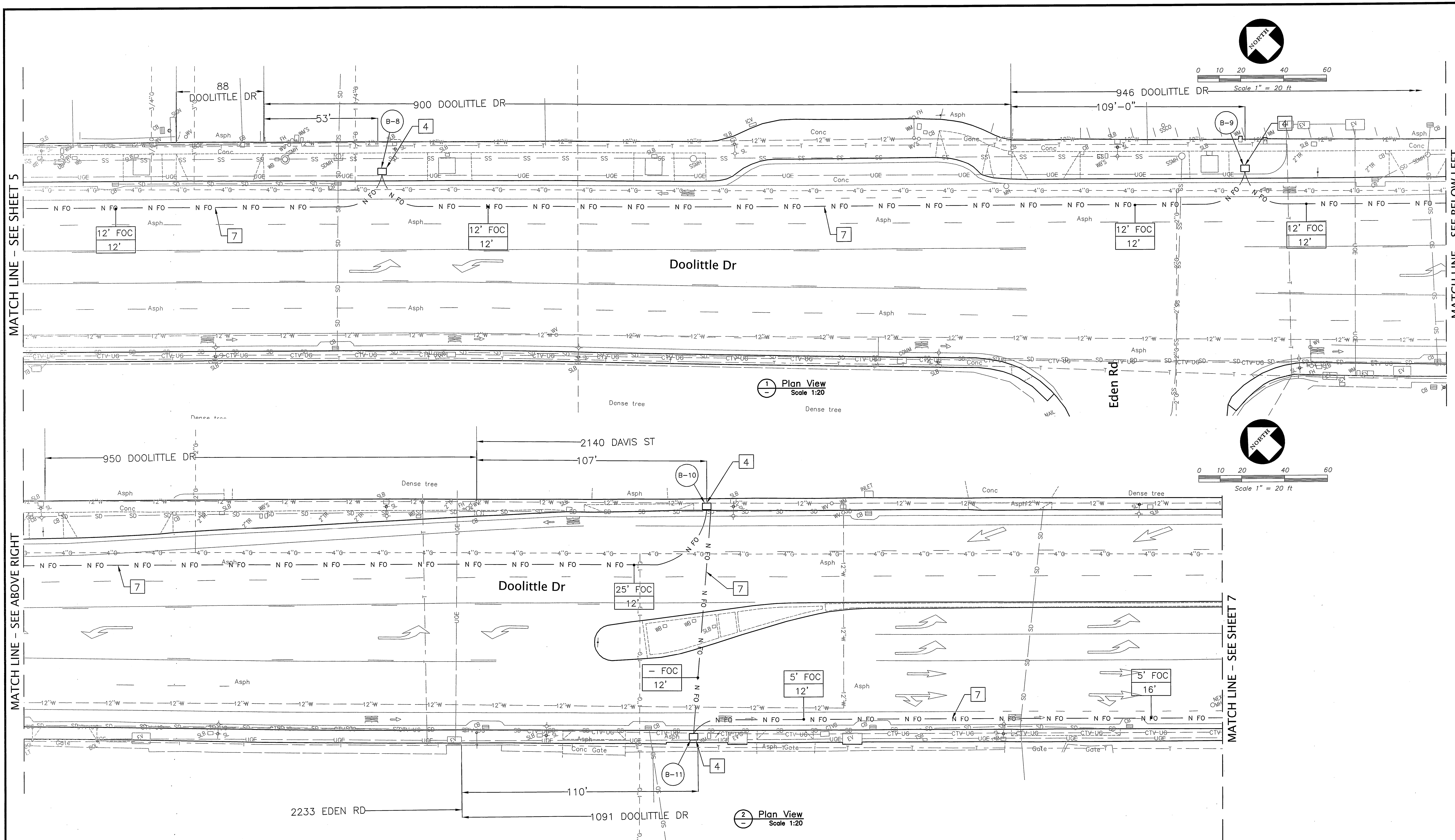
NO.	DATE	REVISION

DESIGNED BY: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR: JOD DATE: 5/20/14
TRANS ADMIN: RLC DATE: 5/20/14
SENIOR ENGR: J.S. DATE: 5/21/14
APPROVED BY: [Signature] DATE: 5/21/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT DOOLITTLE DR

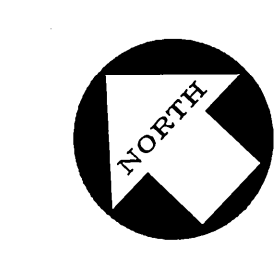
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 5 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1158 CASE 405



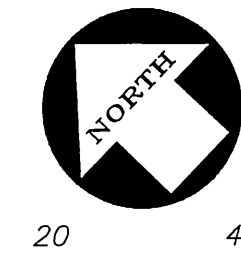
MATCH LINE - SEE SHEET 5

MATCH LINE - SEE ABOVE RIGHT

MATCH LINE - SEE BELOW LEFT



0 10 20 40 60
Scale 1" = 20 ft



0 10 20 40 60
Scale 1" = 20 ft

- SHEET NOTES**
- EXISTING CSL PULL BOX.
 - EXISTING CSL MANHOLE.
 - FURNISH AND INSTALL NEW MANHOLE.
 - FURNISH AND INSTALL NEW PULL BOX.
 - FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
 - COMPLY WITH UNION PACIFIC REGULATIONS.
 - FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
 - EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
 - FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
 - EXPOSE ABANDONED SEWER PIPELINE.
 - EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION

CITY OF SAN LEANDRO

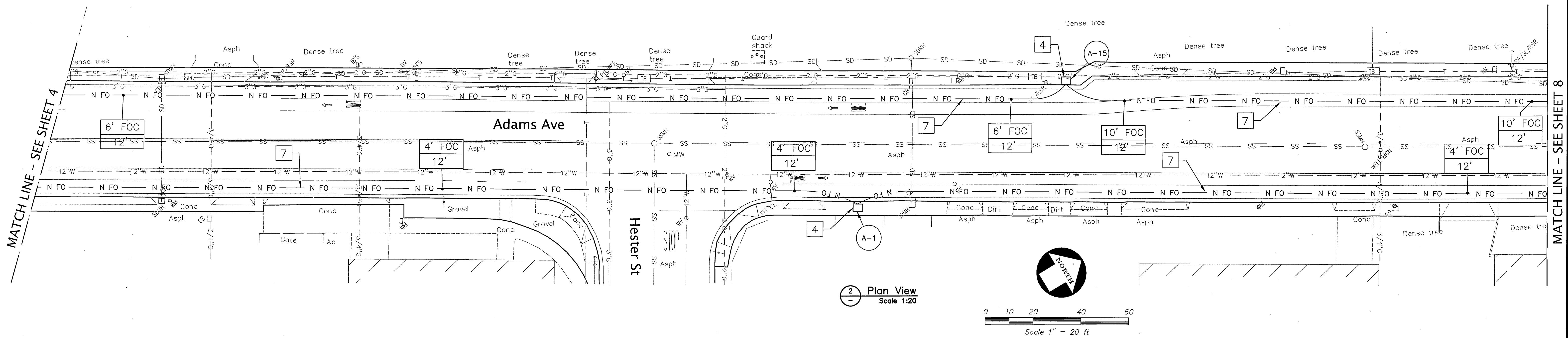
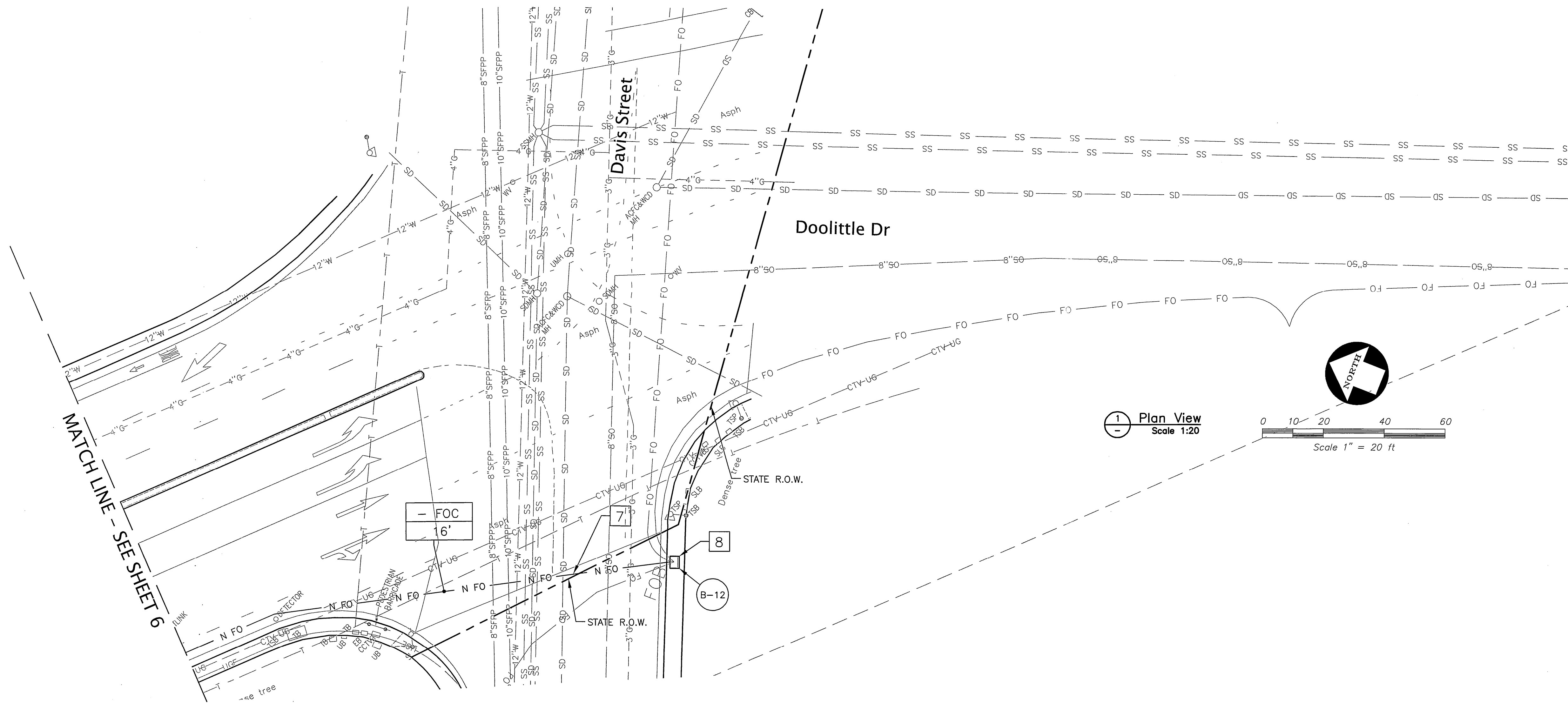
DESIGNED BY: JOD DATE: 3/3/14
 DRAWN BY: AMS DATE: 3/3/14
 PROJECT MGR: JOD DATE: 5/20/14
 TRANS ADMIN: RLC DATE: 5/20/14
 SENIOR ENGR: JOD DATE: 5/20/14

APPROVED BY: [Signature] DATE: 3/21/14
 CITY ENGINEER, R.C.E. No. 34870

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT DOOLITTLE DR

AT FULL SIZE
THIS LINE MEASURES 1"

SHEET 6 OF 38
 JOB NO. 2013.0320
 SCALE AS NOTED
 DWG 1159 CASE 405



SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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

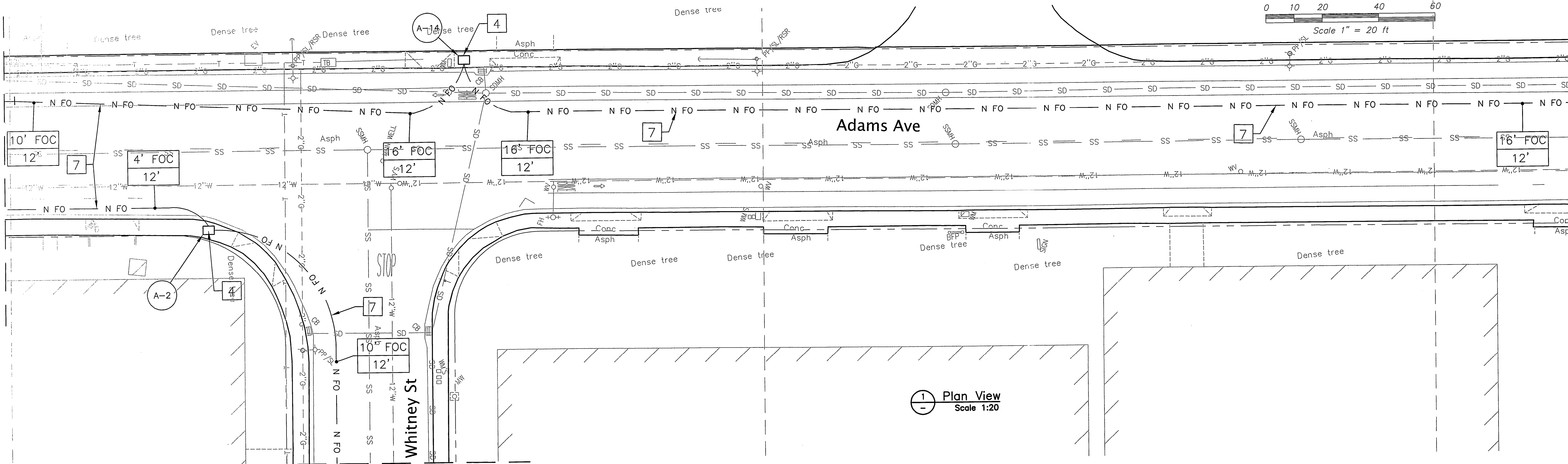
DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS ADMIN. RLC DATE 5/20/14
SENIOR ENGR. JOD DATE 5/20/14
APPROVED BY: [Signature] DATE 3/20/14
CITY/ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT DOOLITTLE DR/ADAMS AVE

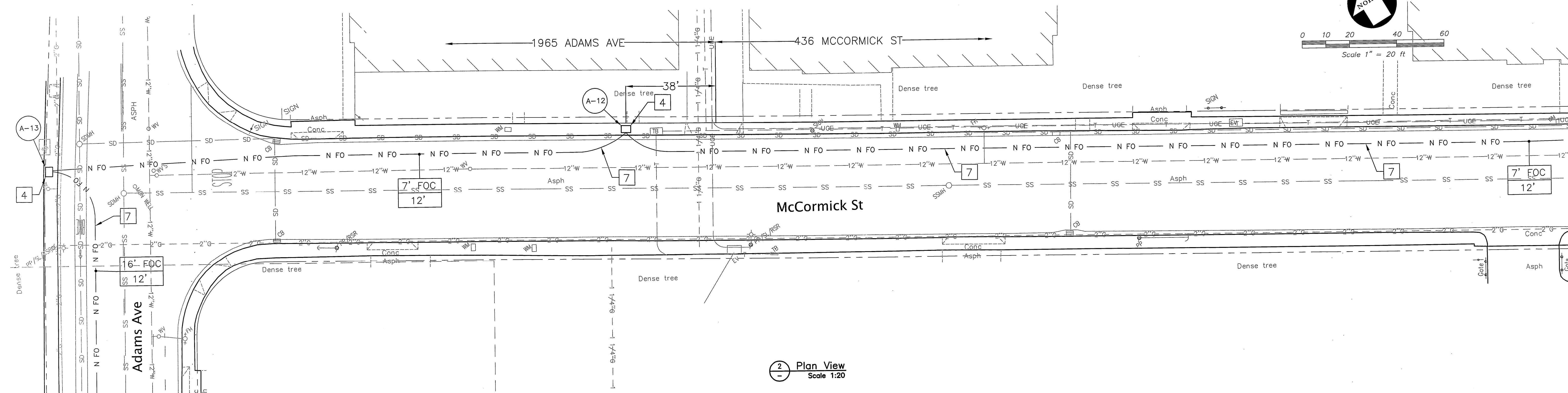
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 7 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1160 CASE 405

MATCH LINE - SEE SHEET 7



MATCH LINE - SEE SHEET 10

1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

MATCH LINE - SEE ABOVE RIGHT

SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

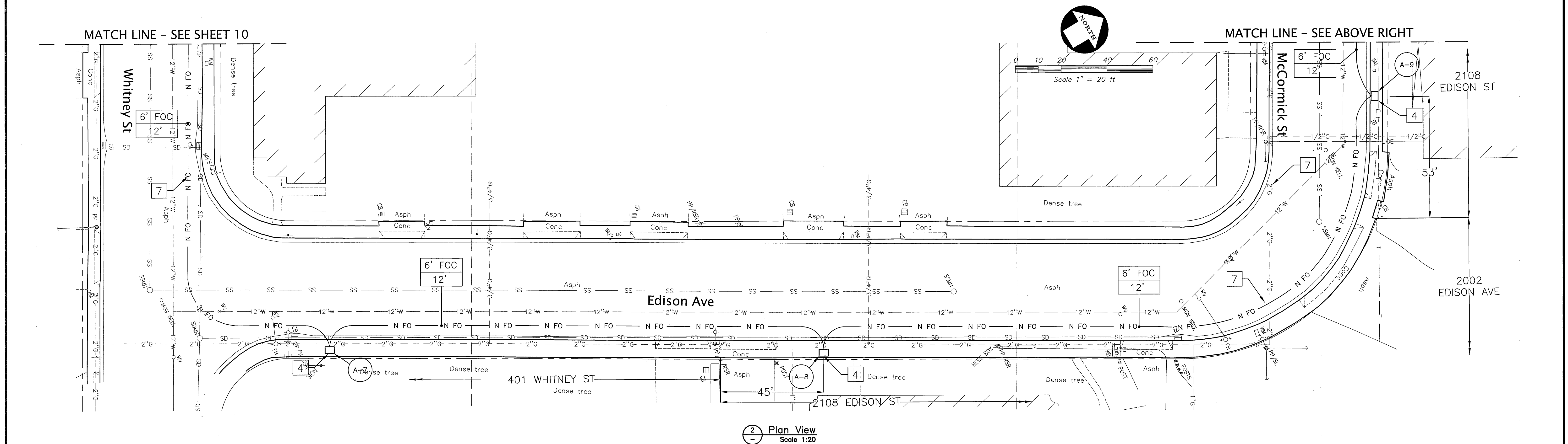
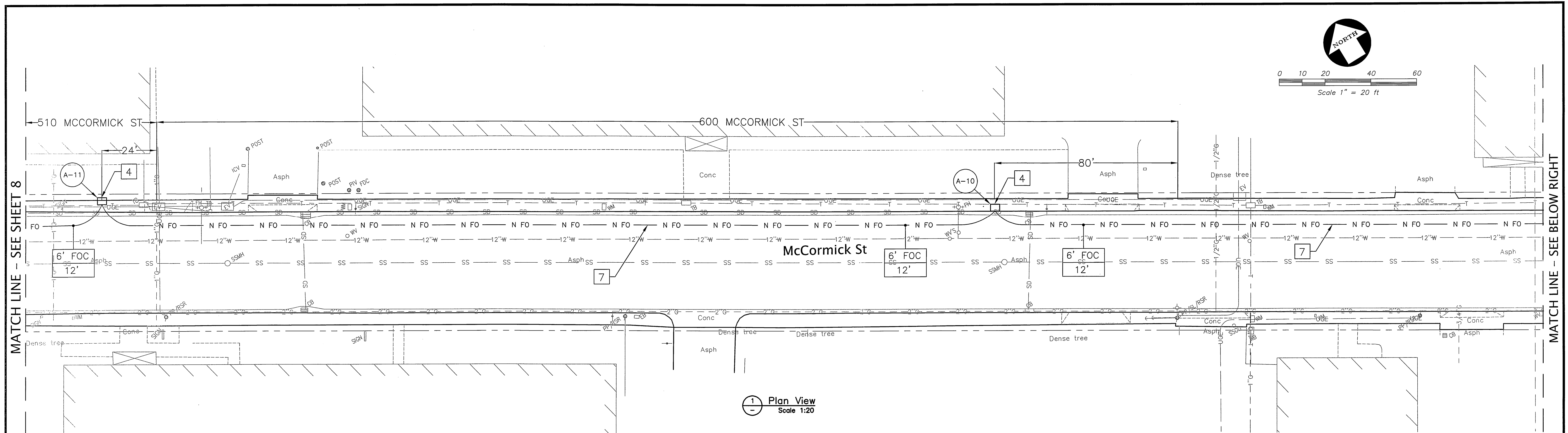
NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS ADMIN. RIC DATE 5/20/14
SENIOR ENGR. JOD DATE 5/20/14
APPROVED BY: [Signature] DATE 5/22/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

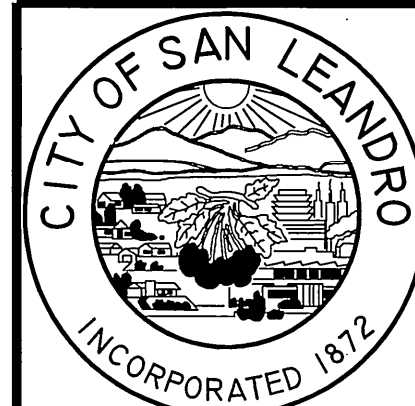
FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
ADAMS AVE/MCCORMICK ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 8 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1161 CASE 405



SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

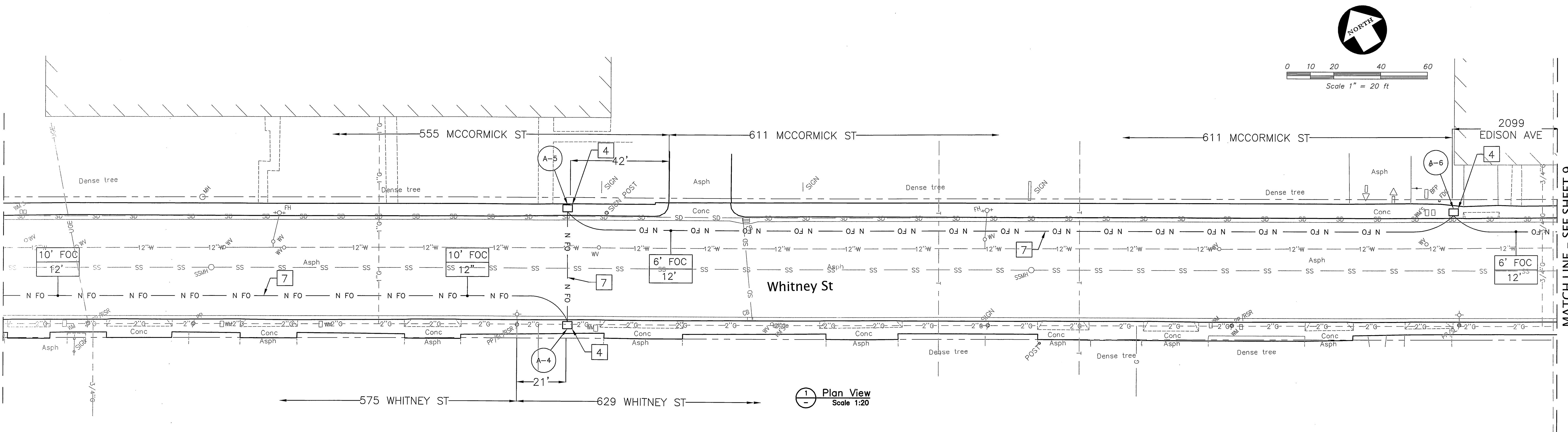
DESIGNED BY:	JOD	DATE:	3/3/14
DRAWN BY:	AMS	DATE:	3/3/14
PROJECT MGR.	JP	DATE:	5/20/14
TRANS. ADMIN.	RJC	DATE:	5/20/14
SENIOR ENGR.	JP	DATE:	5/20/14
APPROVED BY:	JP	DATE:	5/20/14
CITY ENGINEER, R.C.E. No.	34870		

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT MCCORMICK ST/EDISON AVE

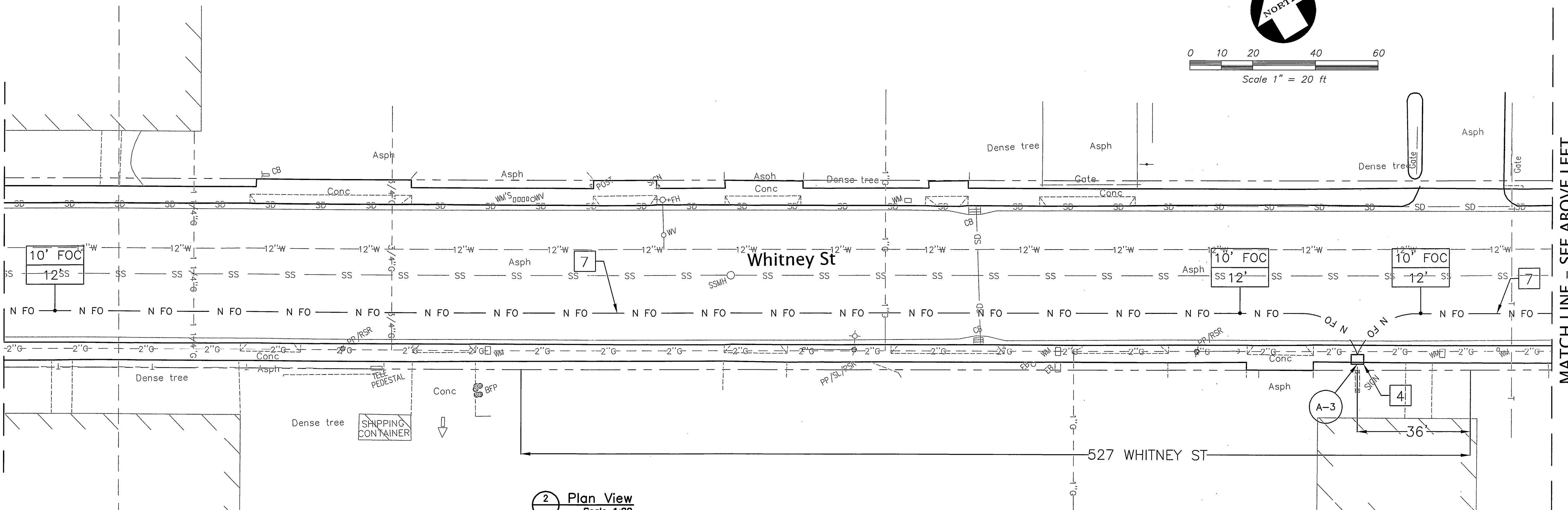
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 9 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1162 CASE 405

MATCH LINE - SEE BELOW RIGHT



1 Plan View
Scale 1:20

MATCH LINE - SEE SHEET 8



2 Plan View
Scale 1:20

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

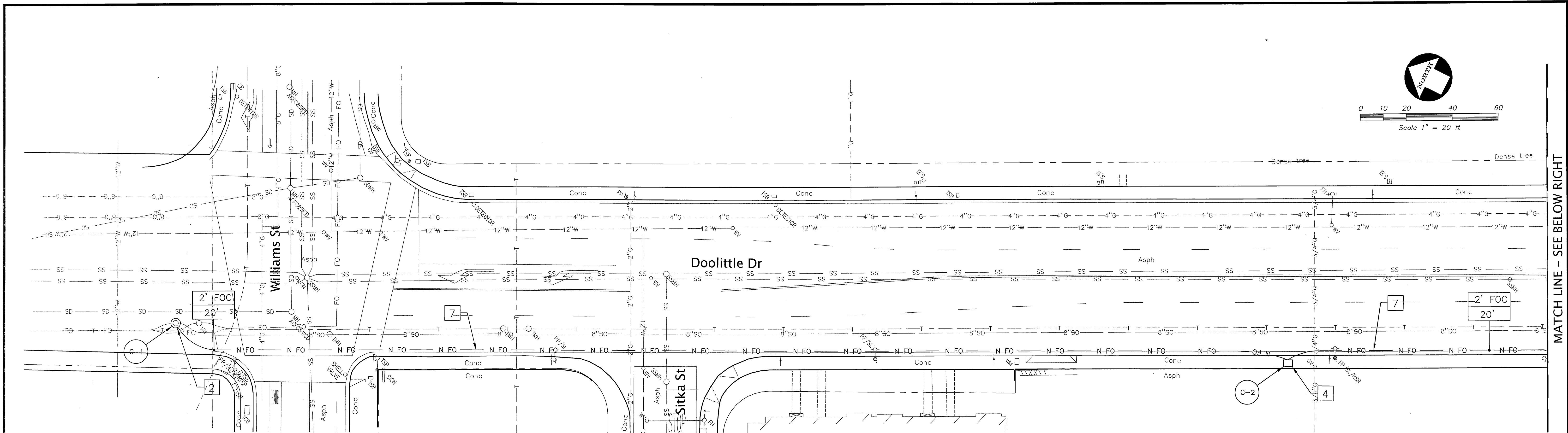
NO.	DATE	REVISION

CITY OF SAN LEANDRO

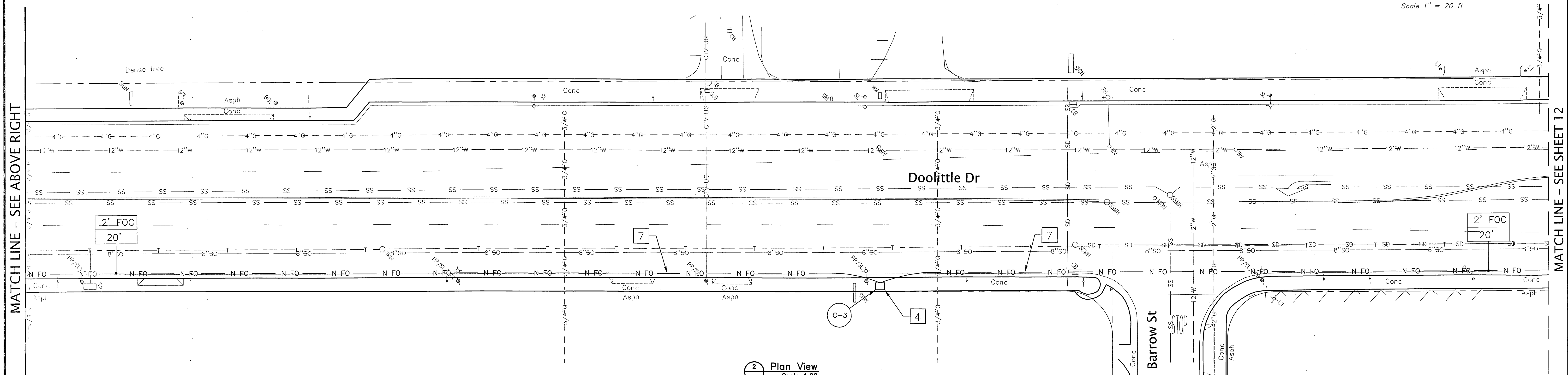
DESIGNED BY	JOD	DATE	3/3/14
DRAWN BY	AMS	DATE	3/3/14
PROJECT MGR.	3000	DATE	5/20/14
TRANS ADMIN.	KLC	DATE	5/20/14
SENIOR ENGR.	1/1	DATE	5/20/14
APPROVED BY:	[Signature]		
CITY ENGINEER/R.C.E.	No. 34870		

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT WHITNEY ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 10 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1163 CASE 405



1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



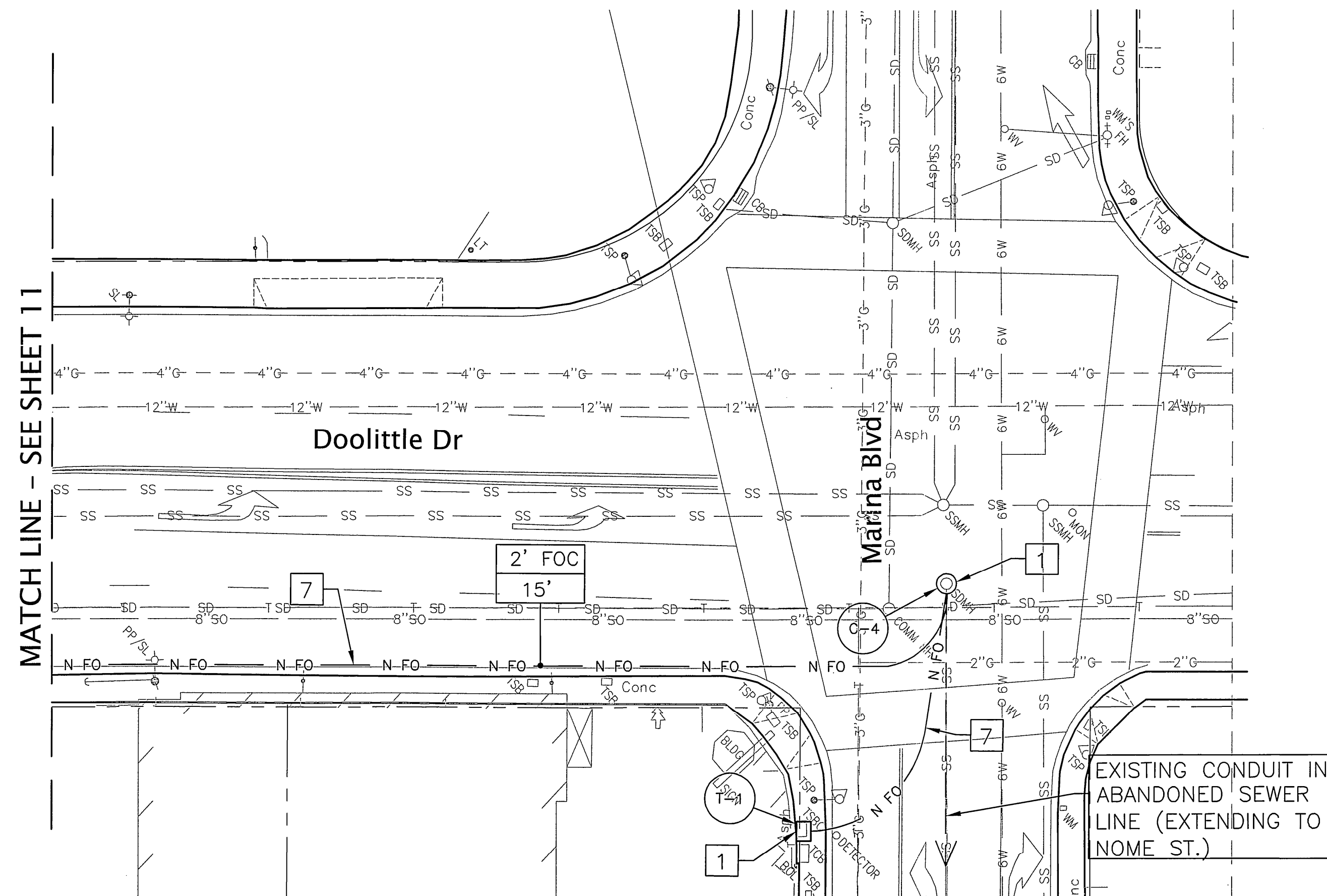
BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION

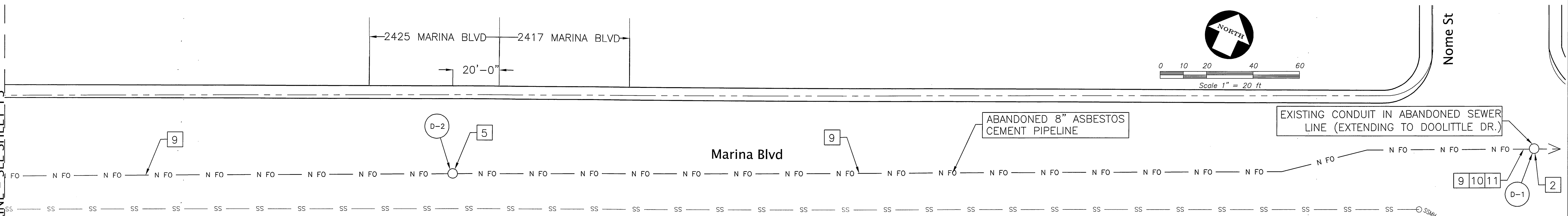
CITY OF SAN LEANDRO
DESIGNED BY: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR: JOD DATE: 5/20/14
TRANS ADMIN: JLC DATE: 5/20/14
SENIOR ENGR: JLC DATE: 5/20/14
APPROVED BY: [Signature] DATE: 5/22/14
CITY ENGINEER, R.C.E. NO. 34870

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT DOOLITTLE DR

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 11 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1164 CASE 405



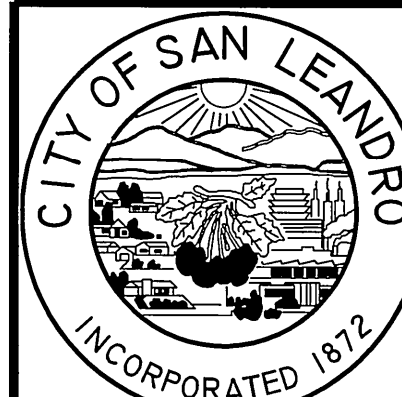
1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS ADMIN. RLC DATE 6/20/14
SENIOR ENGR. JJC DATE 5/20/14
APPROVED BY: [Signature] DATE 3/11/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT DOOLITTLE DR/MARINA BLVD

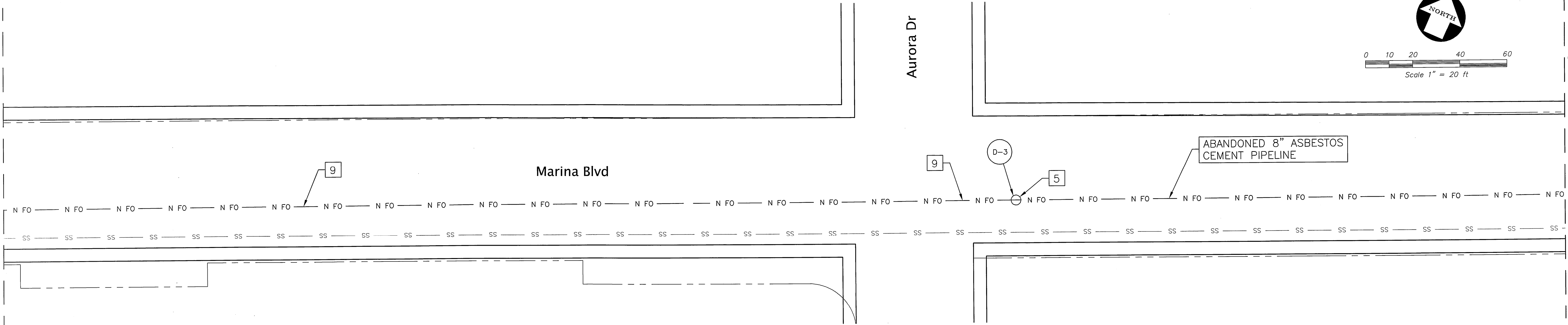
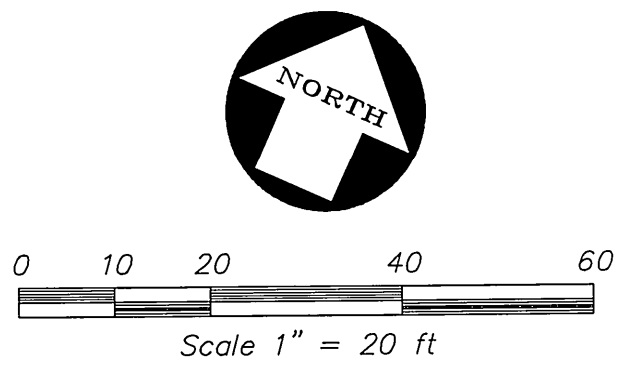
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 12 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1165 CASE 405

MATCH LINE - SEE BELOW RIGHT

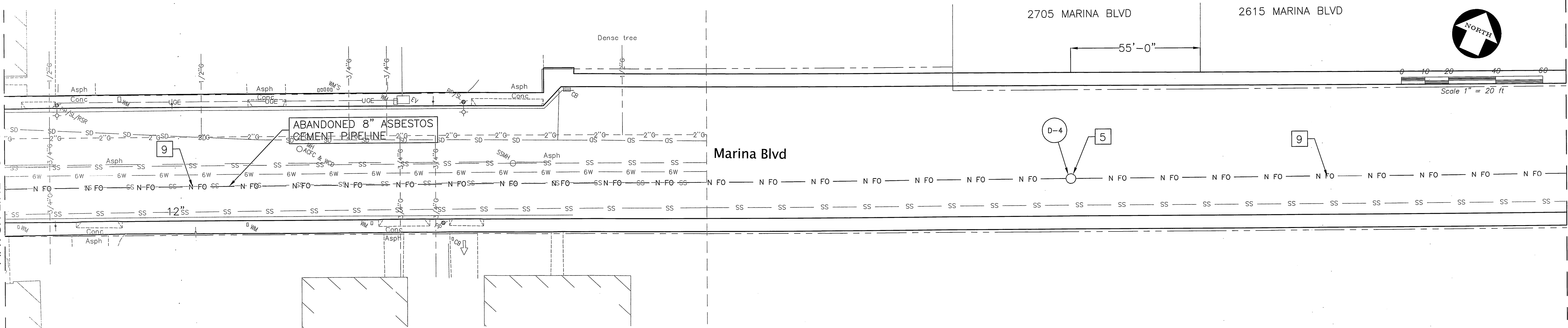
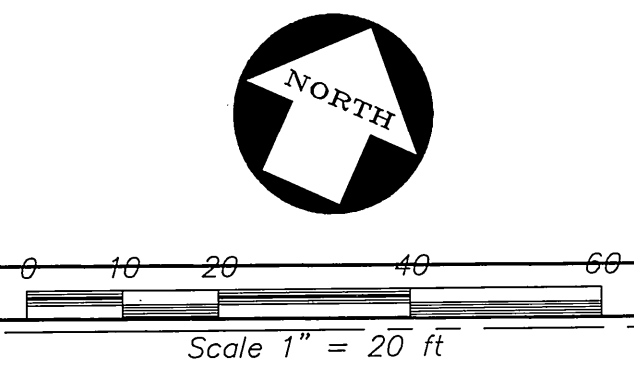
MATCH LINE - SEE SHEET 14

MATCH LINE - SEE SHEET 12

MATCH LINE - SEE ABOVE LEFT



1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

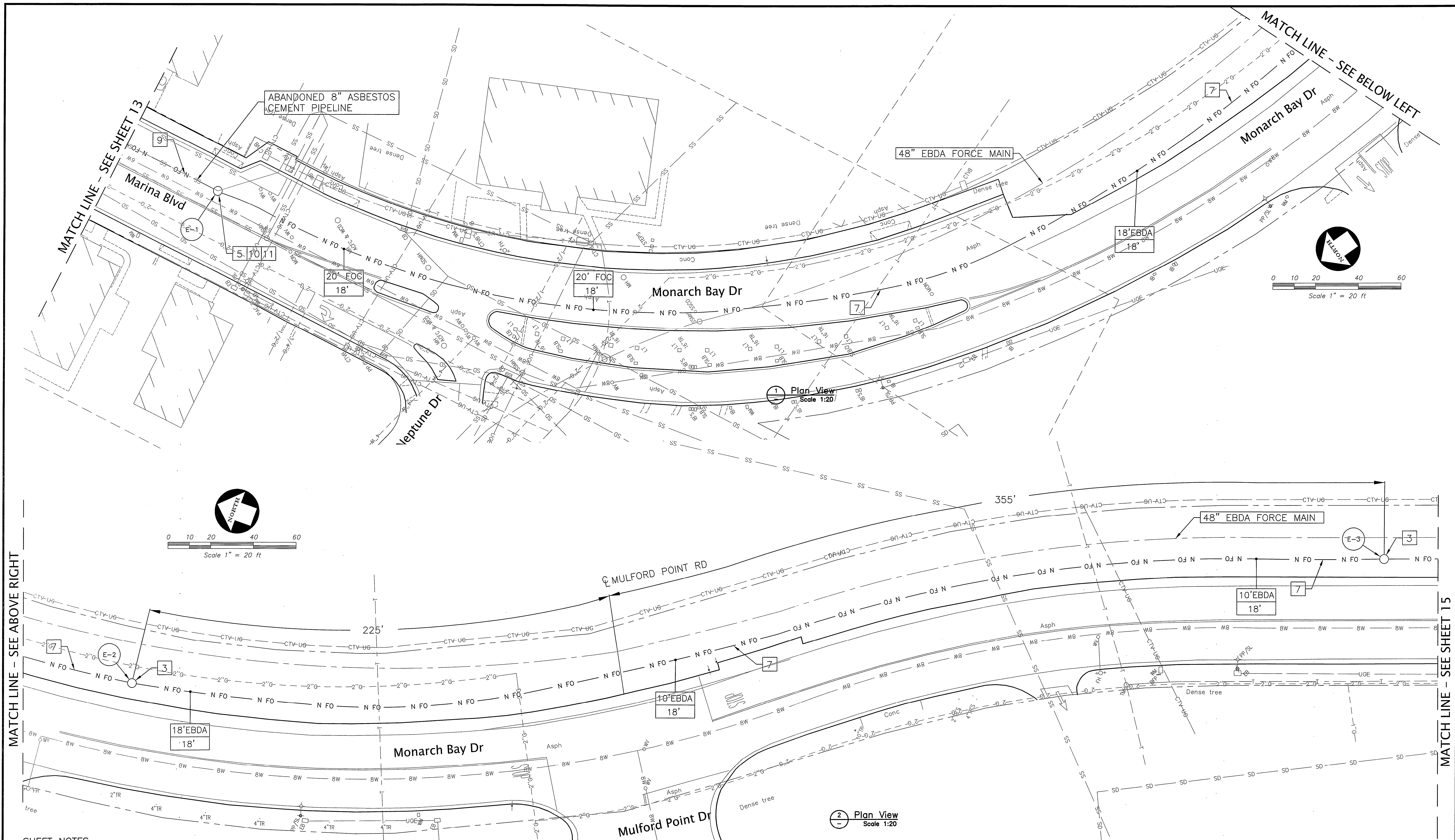
NO.	DATE	REVISION

CITY OF SAN LEANDRO

DESIGNED BY: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR.: JOD DATE: 5/20/14
TRANS. ADMIN.: JLC DATE: 5/20/14
SENIOR ENGR.: JLC DATE: 5/20/14
APPROVED BY: [Signature] DATE: 8/21/14
CITY ENGINEER/ R.C.E. No. 34870

FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
MARINA BLVD

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 13 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1166 CASE 405



- SHEET NOTES**
- 1 EXISTING CSL PULL BOX.
 - 2 EXISTING CSL MANHOLE.
 - 3 FURNISH AND INSTALL NEW MANHOLE.
 - 4 FURNISH AND INSTALL NEW PULL BOX.
 - 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
 - 6 COMPLY WITH UNION PACIFIC REGULATIONS.
 - 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
 - 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
 - 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
 - 10 EXPOSE ABANDONED SEWER PIPELINE.
 - 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811
 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

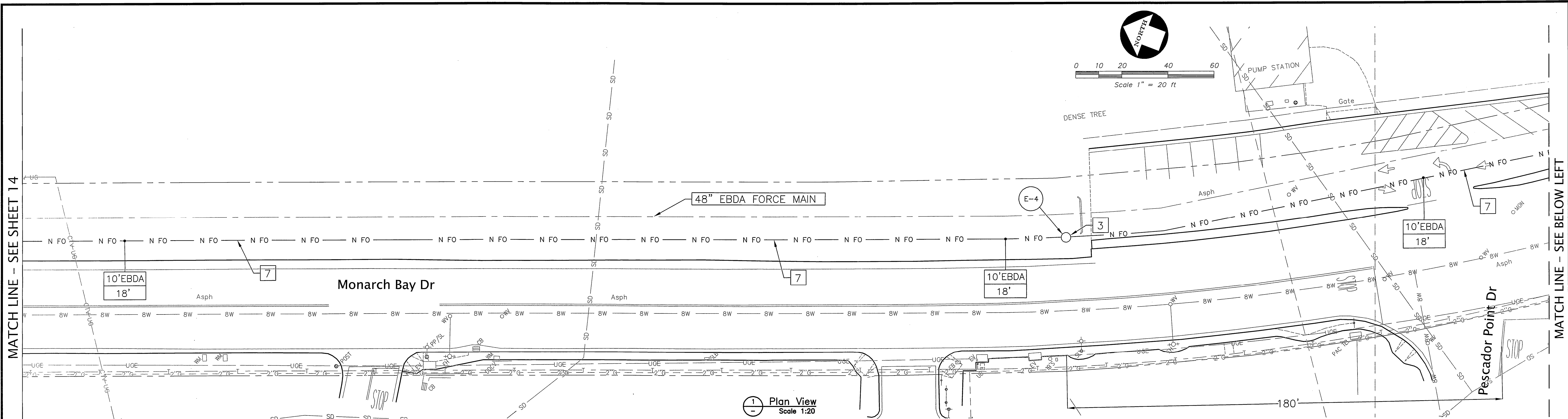
NO.	DATE	REVISION

CITY OF SAN LEANDRO

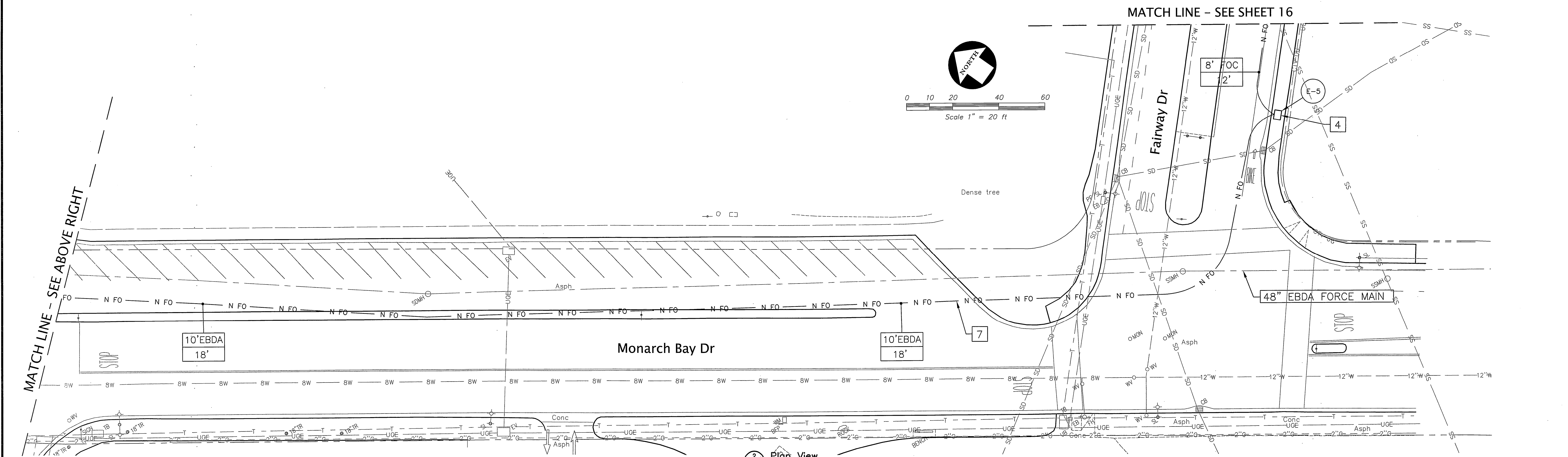
DESIGNED BY: JOD DATE: 3/3/14
 DRAWN BY: AMS DATE: 3/3/14
 PROJECT MGR: JOD DATE: 5/20/14
 TRANS ADMIN: RLC DATE: 5/20/14
 SENIOR ENGR: JJS DATE: 5/20/14
 APPROVED BY: [Signature] DATE: 5/20/14
 CITY ENGINEER, R.C.E./NK 34870

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT
MARINA BLVD/MONARCH BAY DR

AT FULL SIZE
 THIS LINE MEASURES 1"
 SHEET 14 OF 38
 JOB NO. 2013.0320
 SCALE AS NOTED
 DWG. 1167 CASE 405



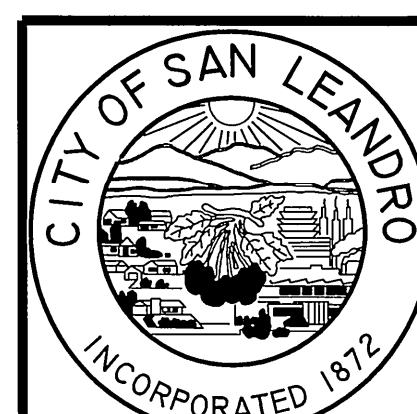
1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

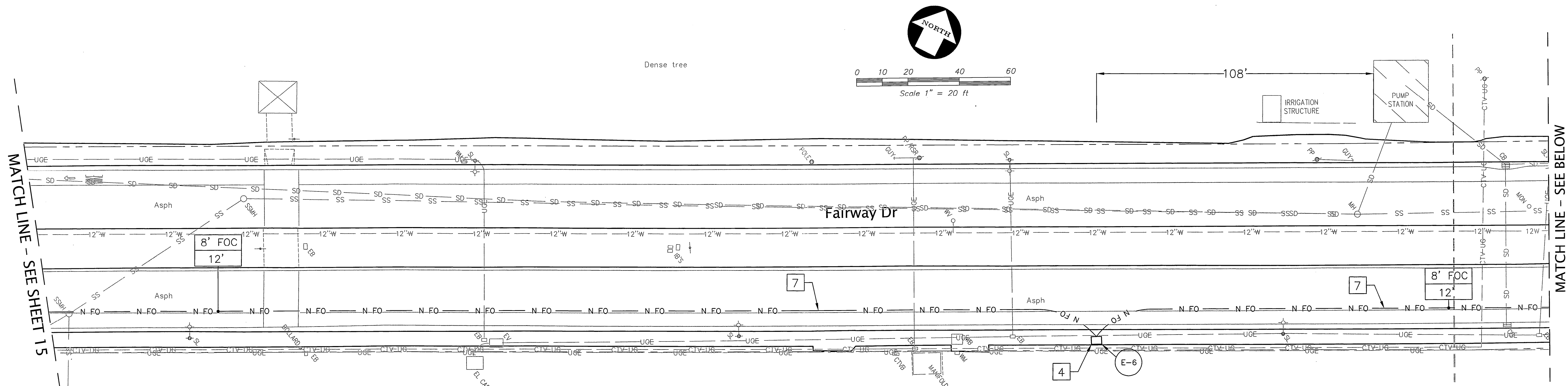
NO.	DATE	REVISION

DESIGNED BY: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR: RUC DATE: 5/6/14
TRANS. ADMIN: RUC DATE: 5/6/14
SENIOR ENGR: J.C. DATE: 5/12/14
APPROVED BY: [Signature] DATE: 5/14/14
CITY ENGINEER, R.C.E., No. 34870

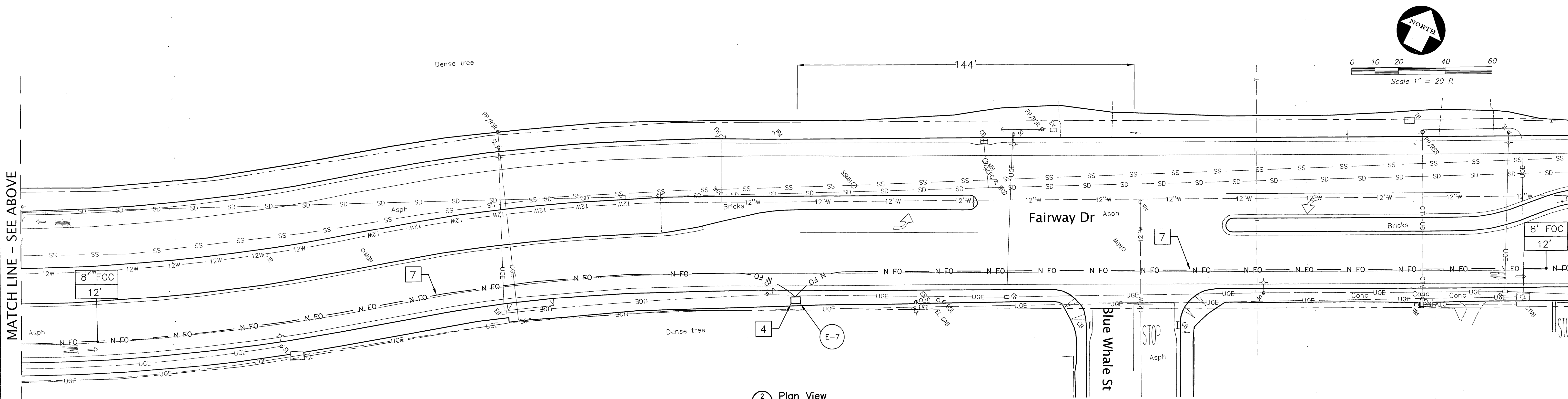
CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT MONARCH BAY DR

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 15 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG. 1168 CASE 405



1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION

CITY OF SAN LEANDRO

DESIGNED BY: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR: JOD DATE: 5/20/14
TRANS. ADMIN: RLC DATE: 5/20/14
SENIOR ENGR: JLC DATE: 5/20/14
APPROVED BY: [Signature] DATE: 5/20/14
CITY ENGINEER, R.C.E. No. 34870

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT FAIRWAY DR

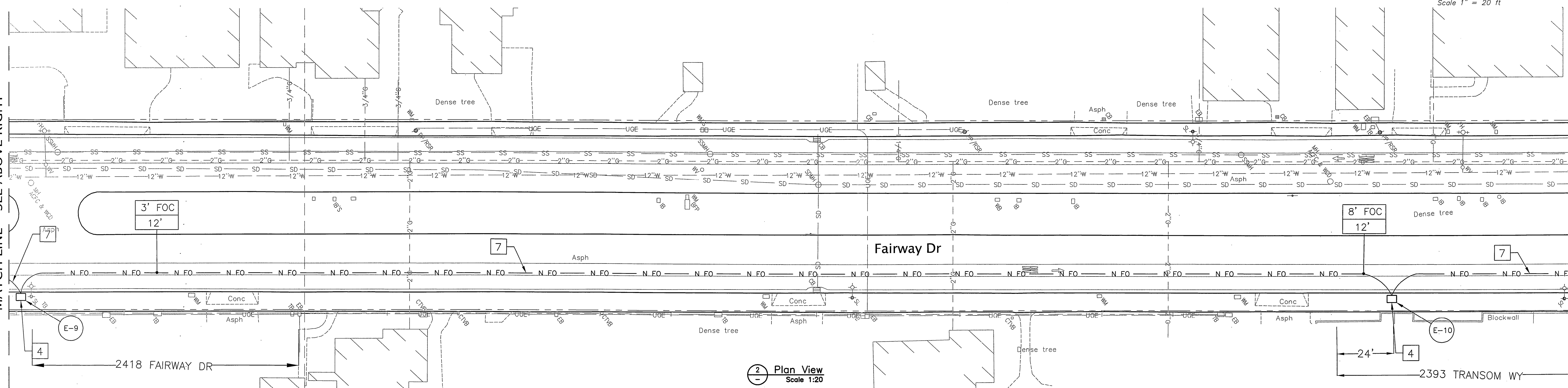
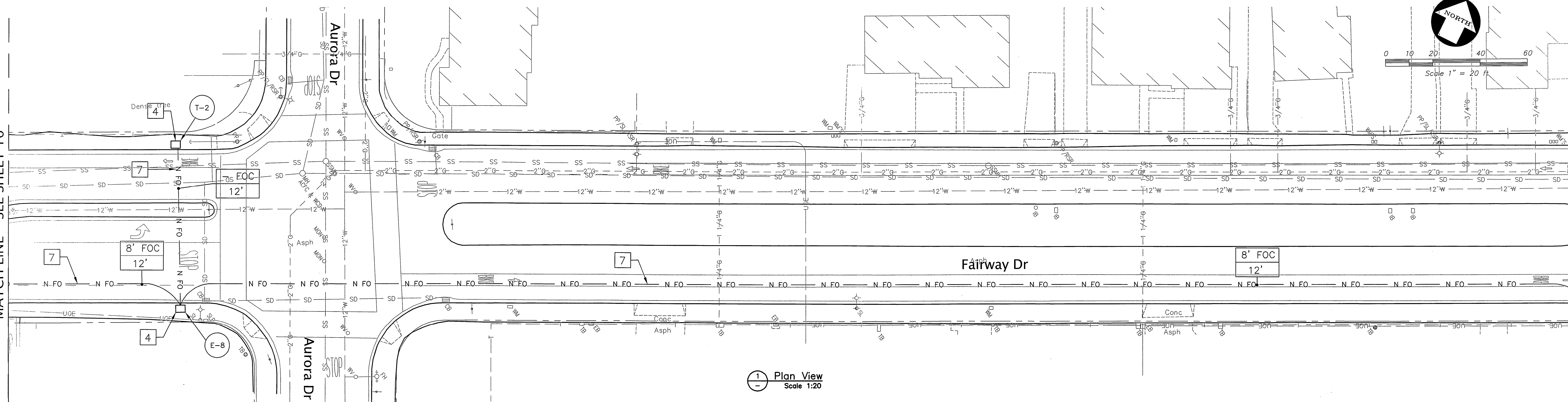
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 16 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG. 1169 CASE 405

MATCH LINE - SEE SHEET 16

MATCH LINE - SEE ABOVE RIGHT

MATCH LINE - SEE BELOW LEFT

MATCH LINE - SEE SHEET 18



SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

DESIGNED BY: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR.: JOD DATE: 5/20/14
TRANS. ADMIN.: RLC DATE: 5/20/14
SENIOR ENGR.: JOD DATE: 5/20/14
APPROVED BY: [Signature] DATE: 5/20/14
CITY ENGINEER, R.C.E. No. 34870

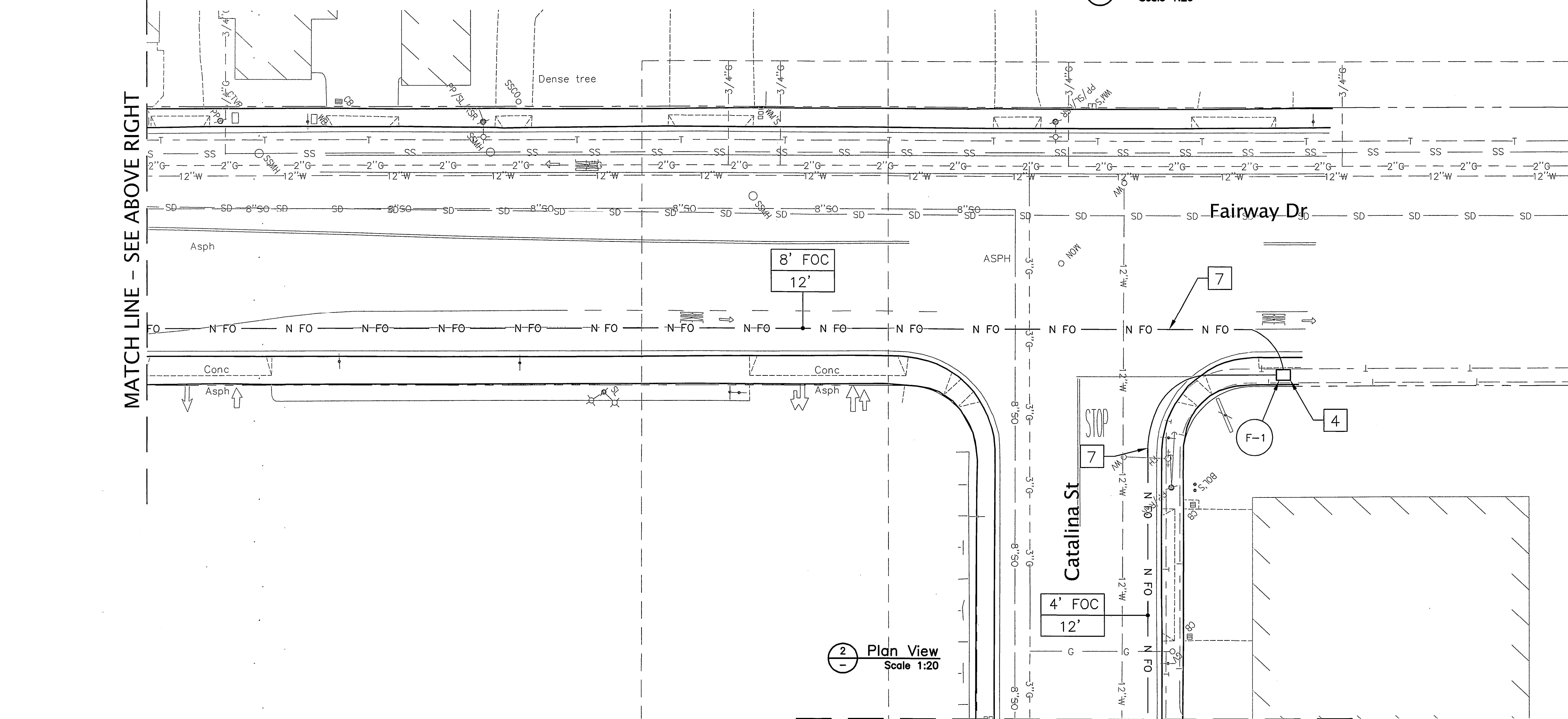
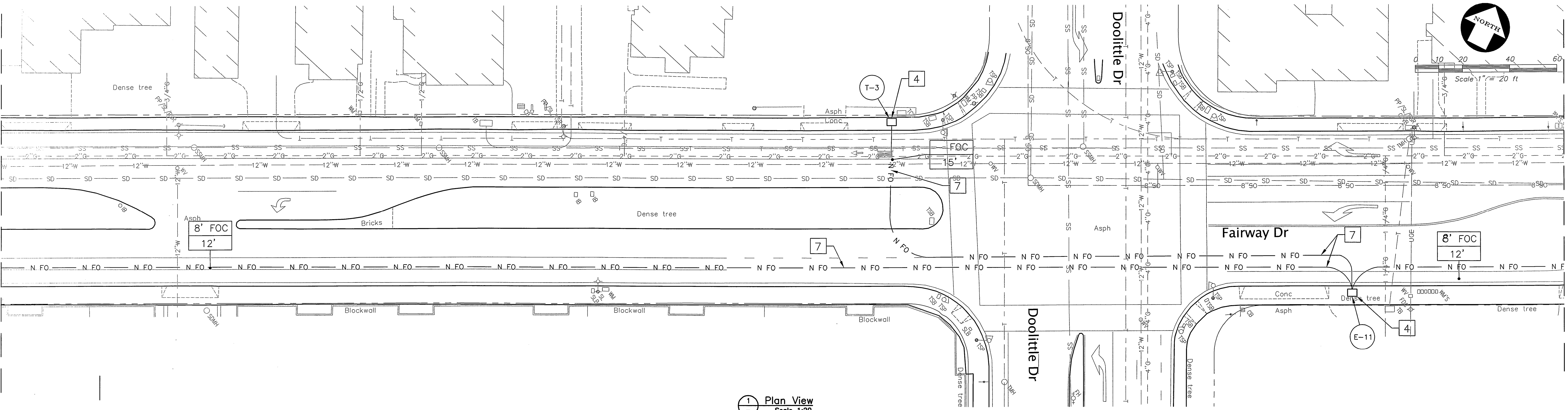
CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
FAIRWAY DR

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 17 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG. 1170 CASE 405

MATCH LINE - SEE SHEET 17

MATCH LINE - SEE BELOW LEFT



MATCH LINE - SEE SHEET 19

SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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
AT THE TIME OF PREPARATION
OF THESE PLANS. NO GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

DESIGNED BY	JOD	DATE	3/3/14
DRAWN BY	AMS	DATE	3/3/14
PROJECT MGR.	JD	DATE	5/20/14
TRANS. ADMIN.	RLC	DATE	5/20/14
SENIOR ENGR.	JD	DATE	9/2/14
APPROVED BY:		DATE	5/21/14
CITY ENGINEER, R.C.E. No. 34870			

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
FAIRWAY DR/CATALINA ST

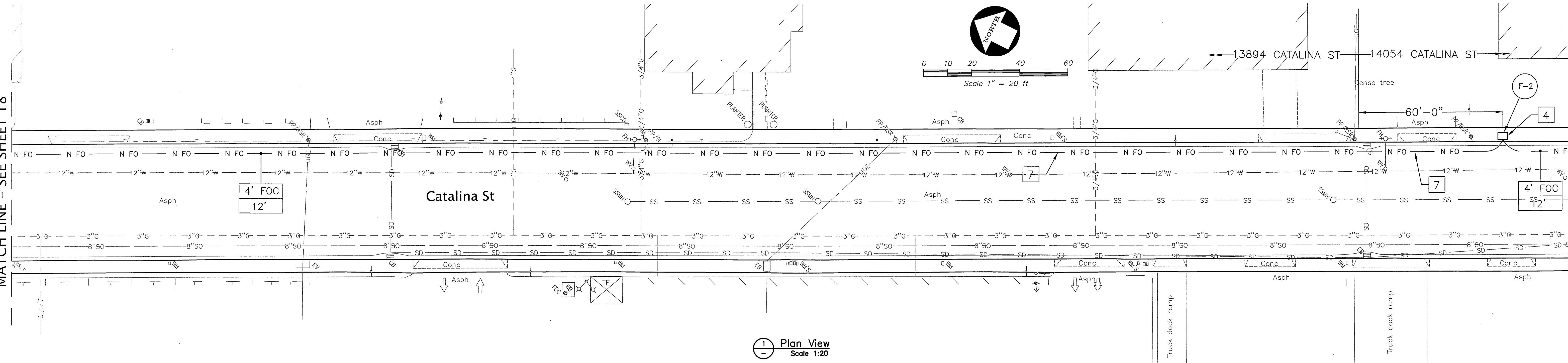
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 18 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1171 CASE 405

MATCH LINE - SEE SHEET 18

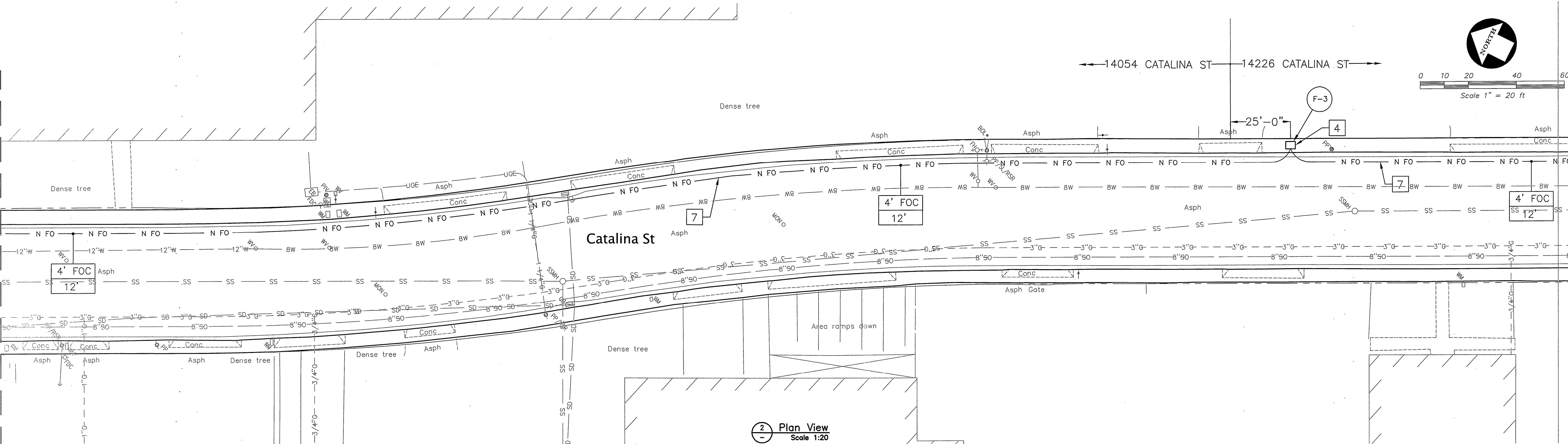
MATCH LINE - SEE ABOVE

MATCH LINE - SEE BELOW

MATCH LINE - SEE SHEET 20



1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

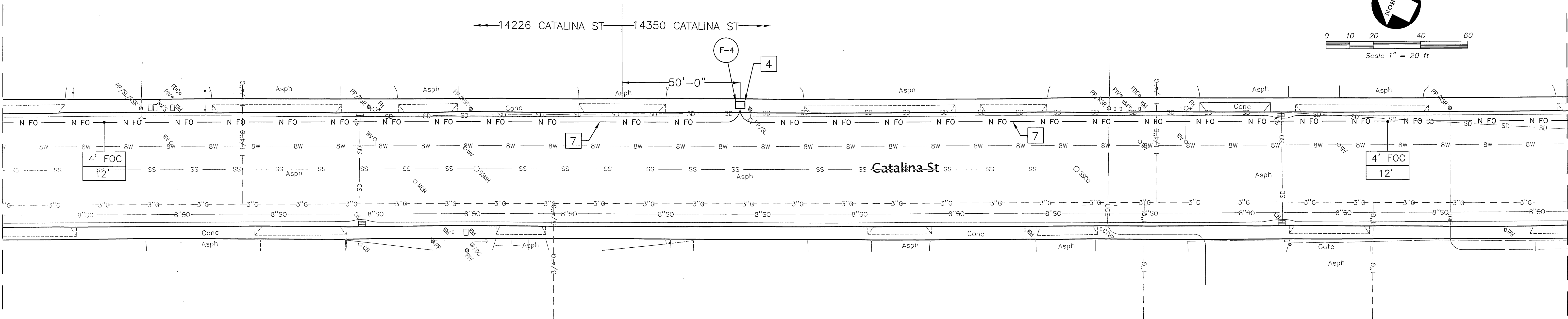
SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	

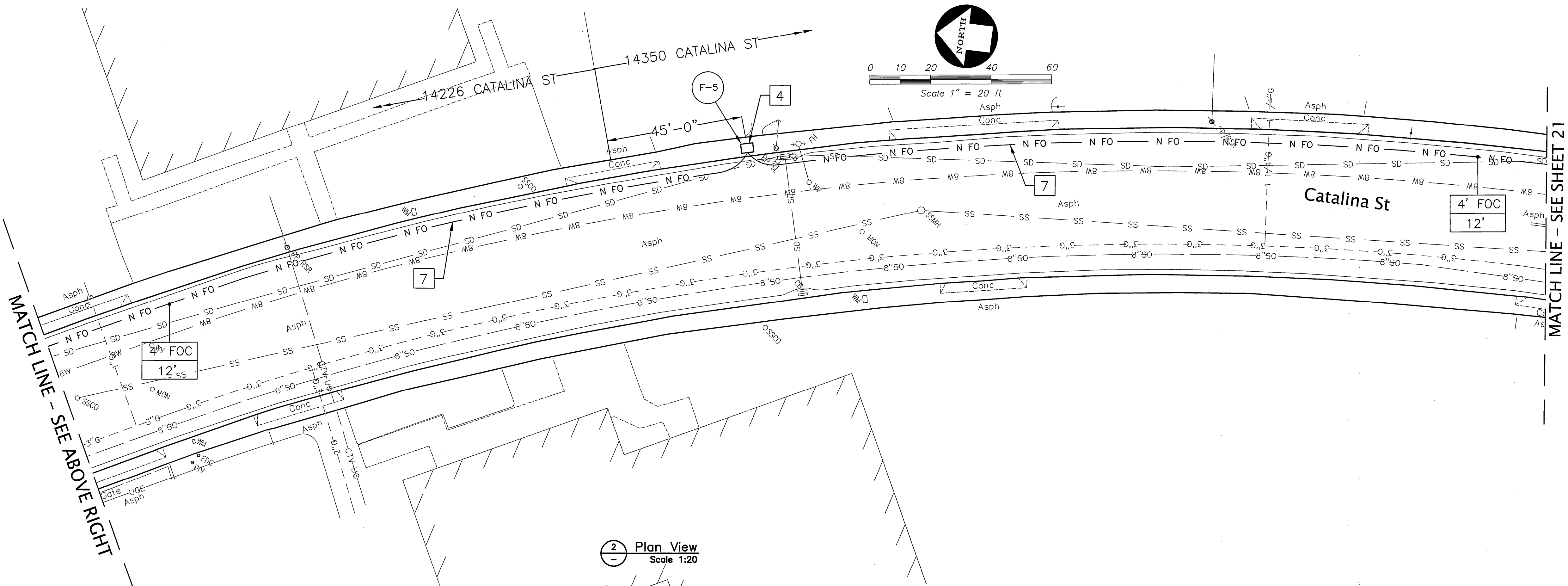


CITY OF SAN LEANDRO									
BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811									
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.									
NO.	DATE	REVISION	DESIGNED BY	JOD	DATE	3/3/14	FIBER CONDUIT FOR BROADBAND NETWORK PROJECT CATALINA ST		
			DRAWN BY	AMS	DATE	3/3/14			
			PROJECT MGR.	JOD	DATE	5/20/14			
			TRANS. ADMIN.	RLC	DATE	3/20/14			
			SENIOR ENGR.	RLC	DATE	3/20/14			
			APPROVED BY:		DATE	5/20/14	AT FULL SIZE THIS LINE MEASURES 1"		
			CITY ENGINEER, R.C.E./No. 34870						
							SHEET 19 OF 38		
							JOB NO. 2013.0320		
							SCALE AS NOTED		
							DWG 1172 CASE 405		

MATCH LINE - SEE SHEET 19



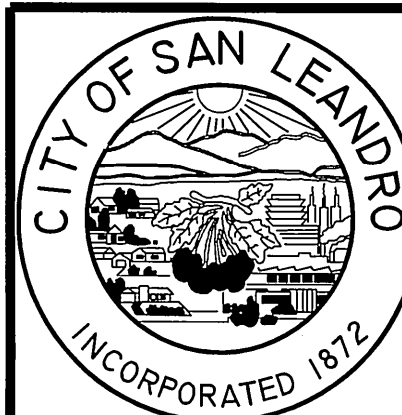
1 Plan View
Scale 1:20



2 Plan View
Scale 1:20

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

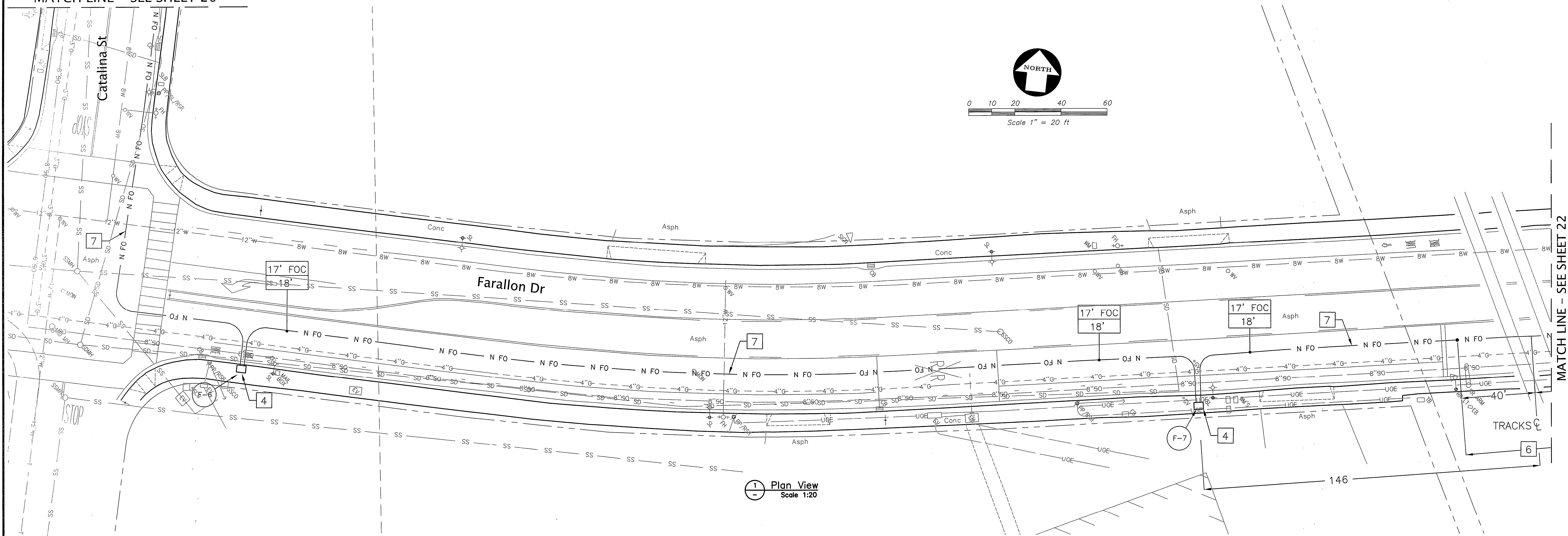
DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS. ADMIN. RLC DATE 5/20/14
SENIOR ENGR. JOD DATE 5/20/14
APPROVED BY [Signature] DATE 5/20/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT CATALINA ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 20 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1173 CASE 405

MATCH LINE - SEE SHEET 20



1 Plan View
Scale 1:20

SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

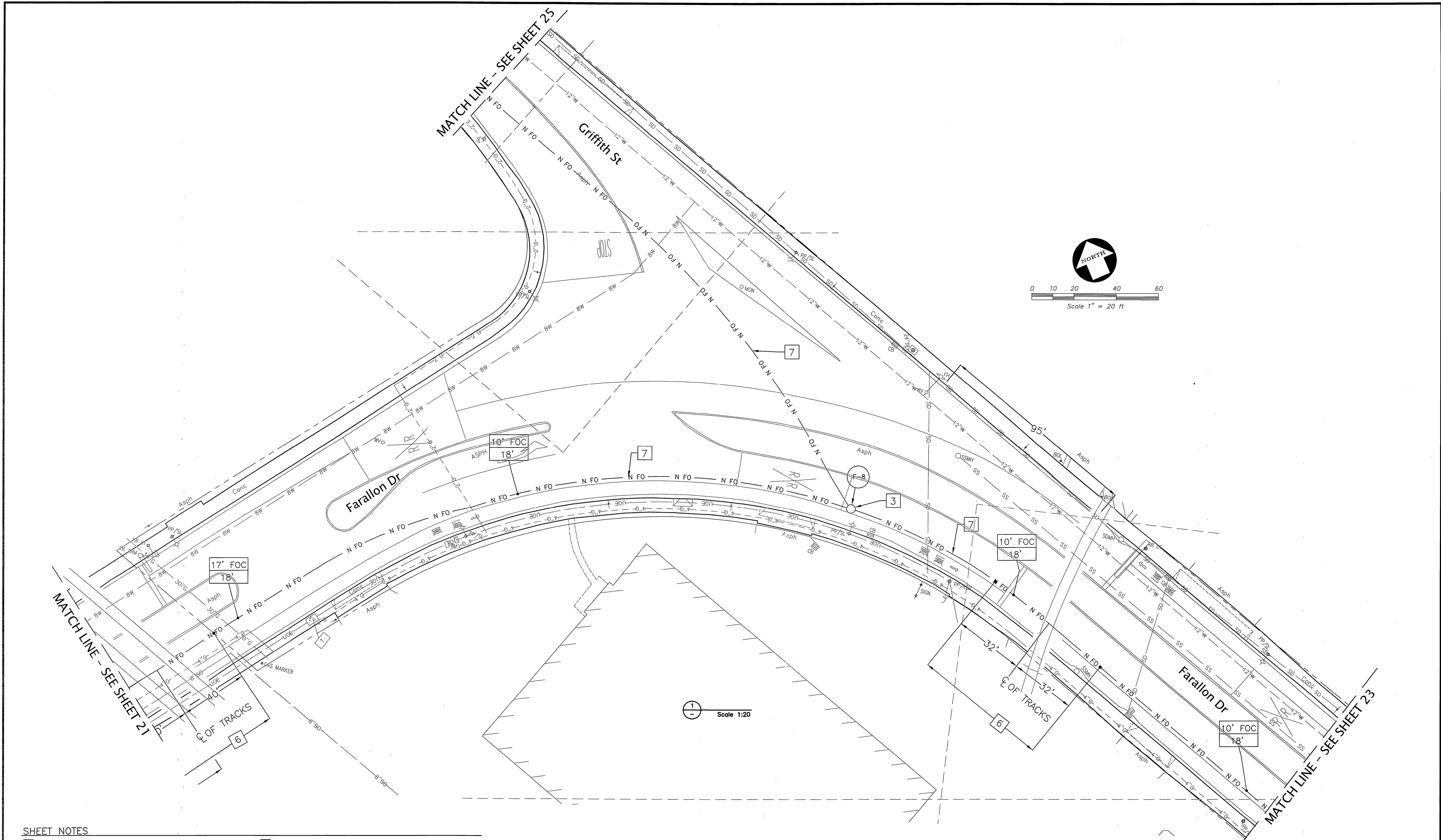
NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS ADMIN. RLC DATE 5/20/14
SENIOR ENGR. J.J. DATE 5/20/14
APPROVED BY: [Signature] DATE 5/20/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
FARALLON DR/CATALINA ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 21 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1174 CASE 405



SHEET NOTES

1 EXISTING CSL PULL BOX. 2 EXISTING CSL MANHOLE. 3 FURNISH AND INSTALL NEW MANHOLE. 4 FURNISH AND INSTALL NEW PULL BOX. 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE. 6 COMPLY WITH UNION PACIFIC REGULATIONS.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT. 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX. 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE. 10 EXPOSE ABANDONED SEWER PIPELINE. 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

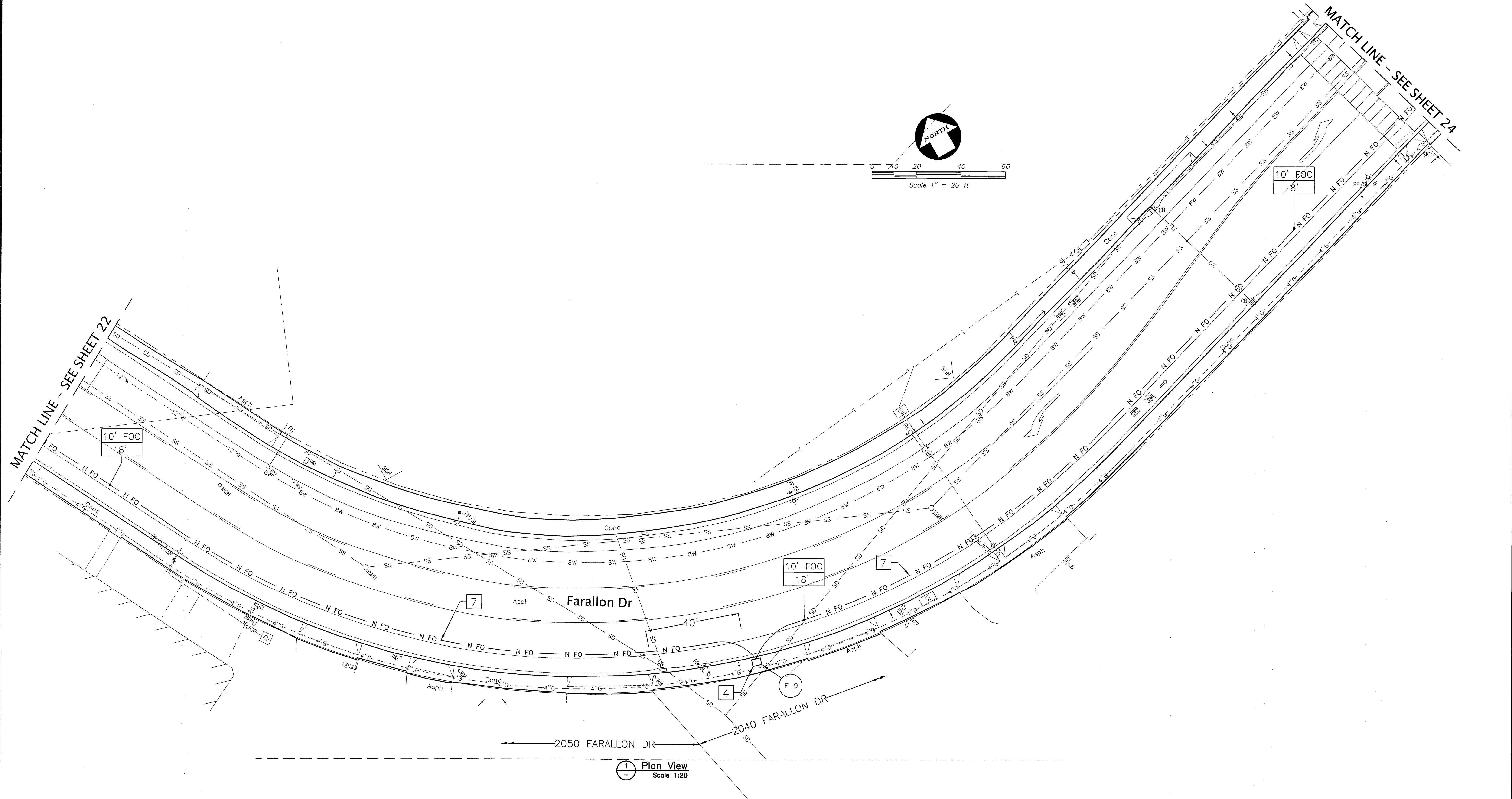
NO.	DATE	REVISION

DESIGNED BY: JOD DATE: 3/3/14
 DRAWN BY: AMS DATE: 3/3/14
 PROJECT MGR.: JOD DATE: 5/20/14
 TRANS ADMIN.: RLC DATE: 5/20/14
 SENIOR ENGR.: JOD DATE: 5/20/14
 APPROVED BY: [Signature] DATE: 5/20/14
 CITY ENGINEER/R.C.E. No. 34870

CITY OF SAN LEANDRO

**FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
FARALLON DR/GRIFFITH ST**

AT FULL SIZE
THIS LINE MEASURES 1"
 SHEET 22 OF 38
 JOB NO. 2013.0320
 SCALE AS NOTED
 DWG 1175 CASE 405



1 Plan View
Scale 1:20

SHEET NOTES

1 EXISTING CSL PULL BOX. 2 EXISTING CSL MANHOLE. 3 FURNISH AND INSTALL NEW MANHOLE. 4 FURNISH AND INSTALL NEW PULL BOX. 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE. 6 COMPLY WITH UNION PACIFIC REGULATIONS.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT. 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX. 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE. 10 EXPOSE ABANDONED SEWER PIPELINE. 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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: JOD DATE: 3/3/14
 DRAWN BY: AMS DATE: 3/3/14
 PROJECT MGR: JOD DATE: 5/20/14
 TRANS ADMIN: JC DATE: 5/20/14
 SENIOR ENGR: JOD DATE: 5/20/14
 APPROVED BY: [Signature] DATE: 5/20/14
 CITY ENGINEER, R.C.E. No. 34870

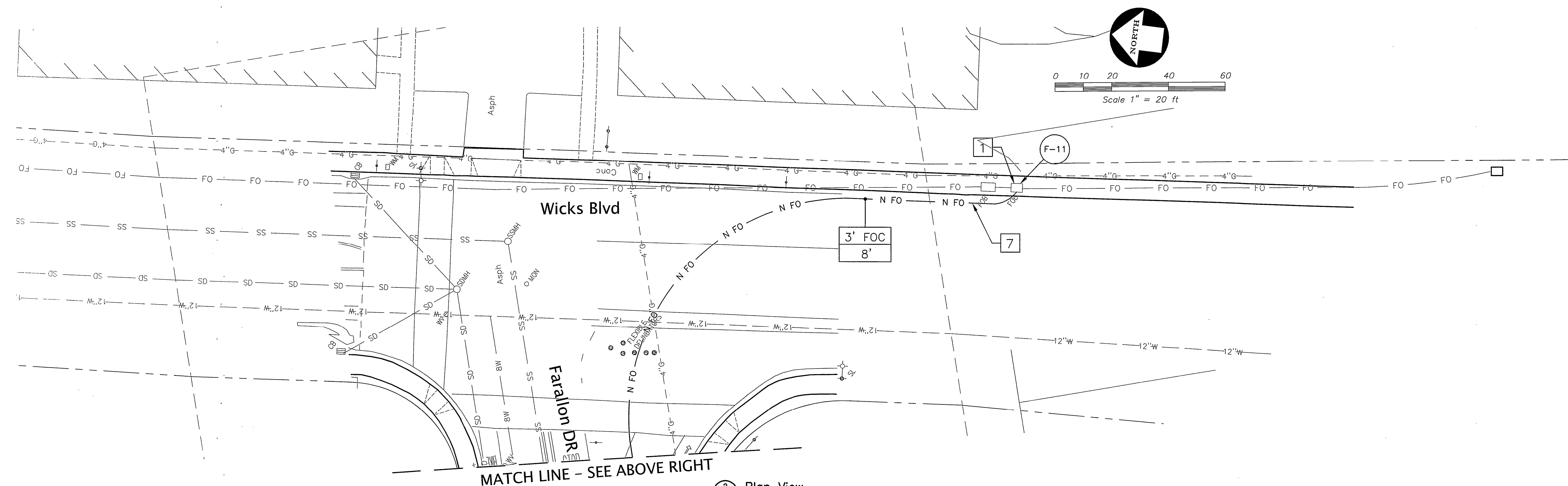
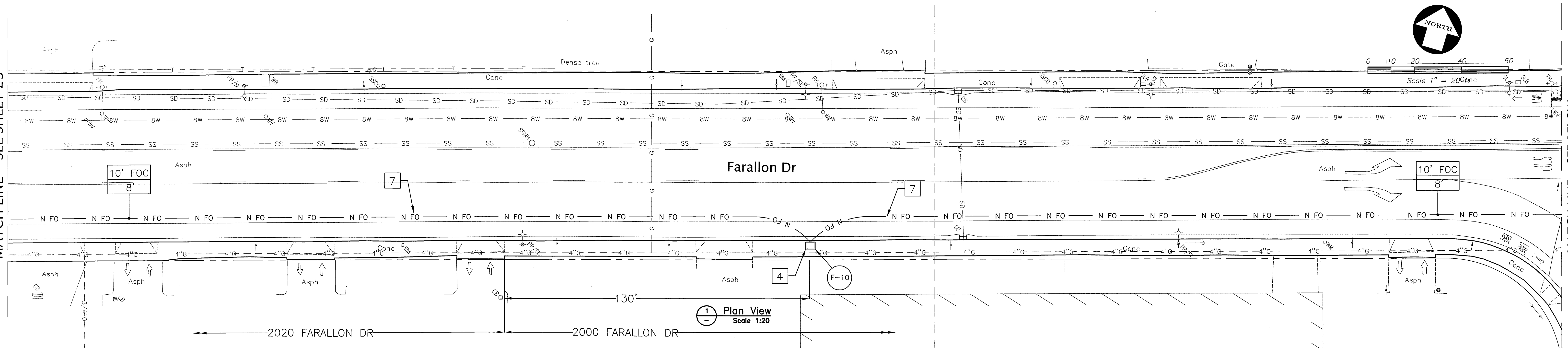
CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT FARALLON DR

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 23 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1176 CASE 405

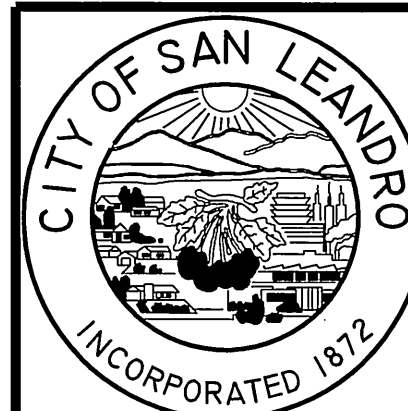
MATCH LINE - SEE SHEET 23

MATCH LINE - SEE BELOW



SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

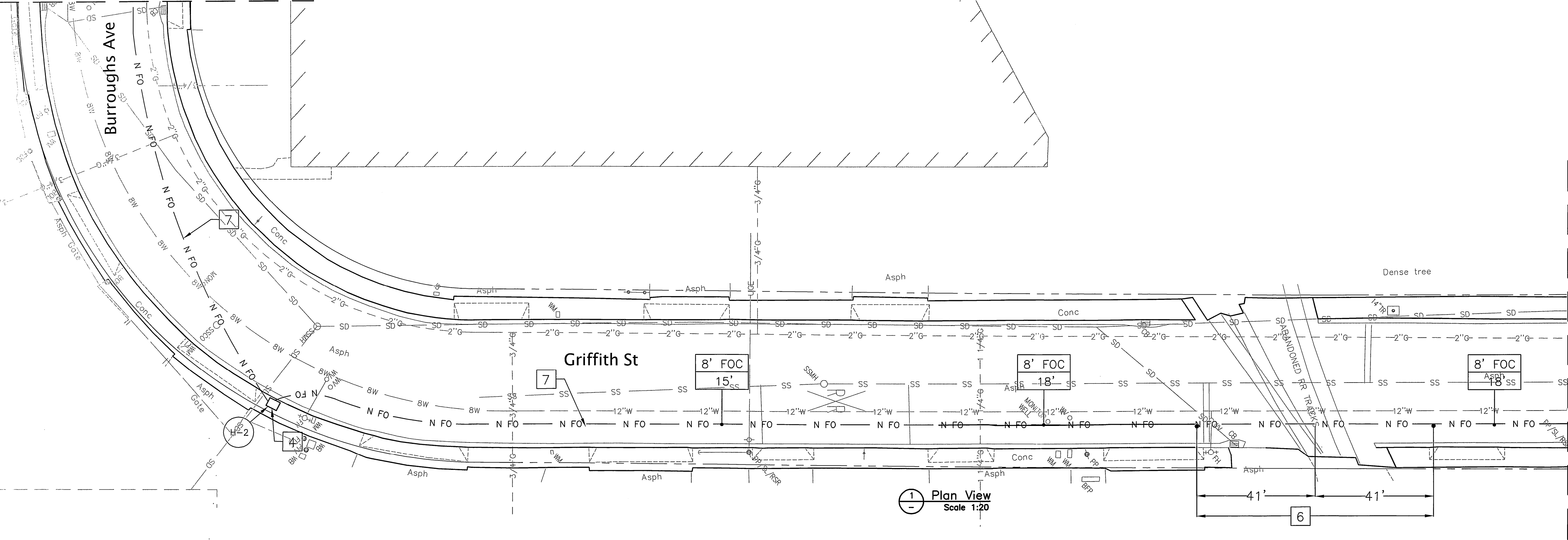
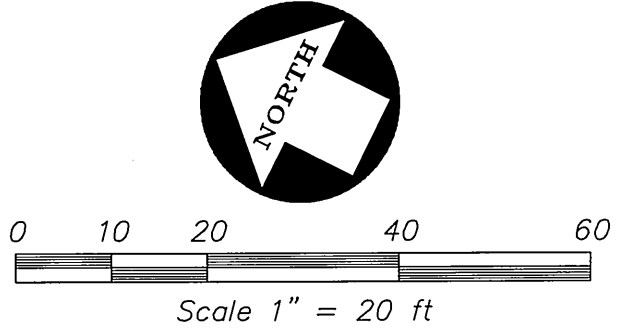
DESIGNED BY	JDD	DATE	3/3/14
DRAWN BY	AMS	DATE	3/3/14
PROJECT MGR.	JDD	DATE	5/20/14
TRANS. ADMIN.	RLC	DATE	5/20/14
SENIOR ENGR.	JDD	DATE	5/20/14
APPROVED BY	JDD	DATE	5/20/14
CITY ENGINEER, R.E. No. 34870			

CITY OF SAN LEANDRO

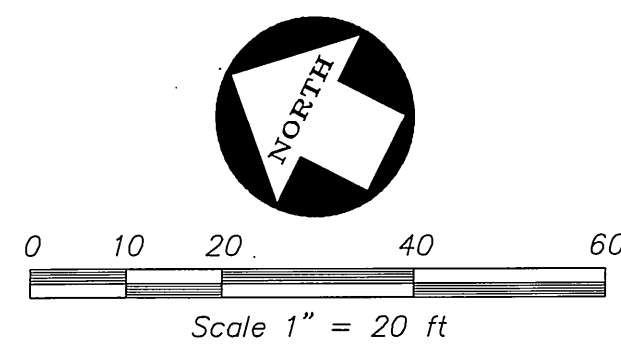
FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
FARALLON DR/WICKS BLVD

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 24 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1177 CASE 405

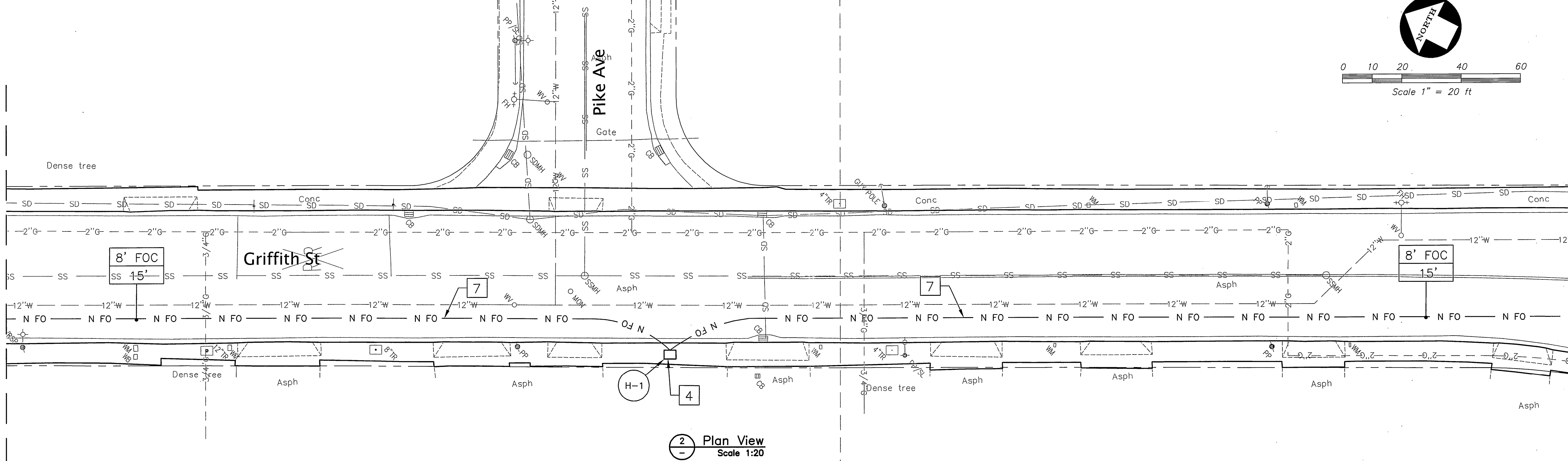
MATCH LINE - SEE SHEET 26



MATCH LINE - SEE BELOW LEFT



MATCH LINE - SEE ABOVE RIGHT



MATCH LINE - SEE SHEET 22

- SHEET NOTES**
- | | |
|---|--|
| 1 EXISTING CSL PULL BOX. | 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT. |
| 2 EXISTING CSL MANHOLE. | 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX. |
| 3 FURNISH AND INSTALL NEW MANHOLE. | 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE. |
| 4 FURNISH AND INSTALL NEW PULL BOX. | 10 EXPOSE ABANDONED SEWER PIPELINE. |
| 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE. | 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE. |
| 6 COMPLY WITH UNION PACIFIC REGULATIONS. | |



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

DESIGNED BY	JOD	DATE	3/3/14
DRAWN BY	AMS	DATE	3/3/14
PROJECT MGR.	JoD	DATE	5/20/14
TRANS. ADMIN.	R.C.	DATE	5/20/14
SENIOR ENGR.	JoD	DATE	5/20/14
APPROVED BY:		DATE	5/20/14
CITY ENGINEER, R.C.E. No. 34870			

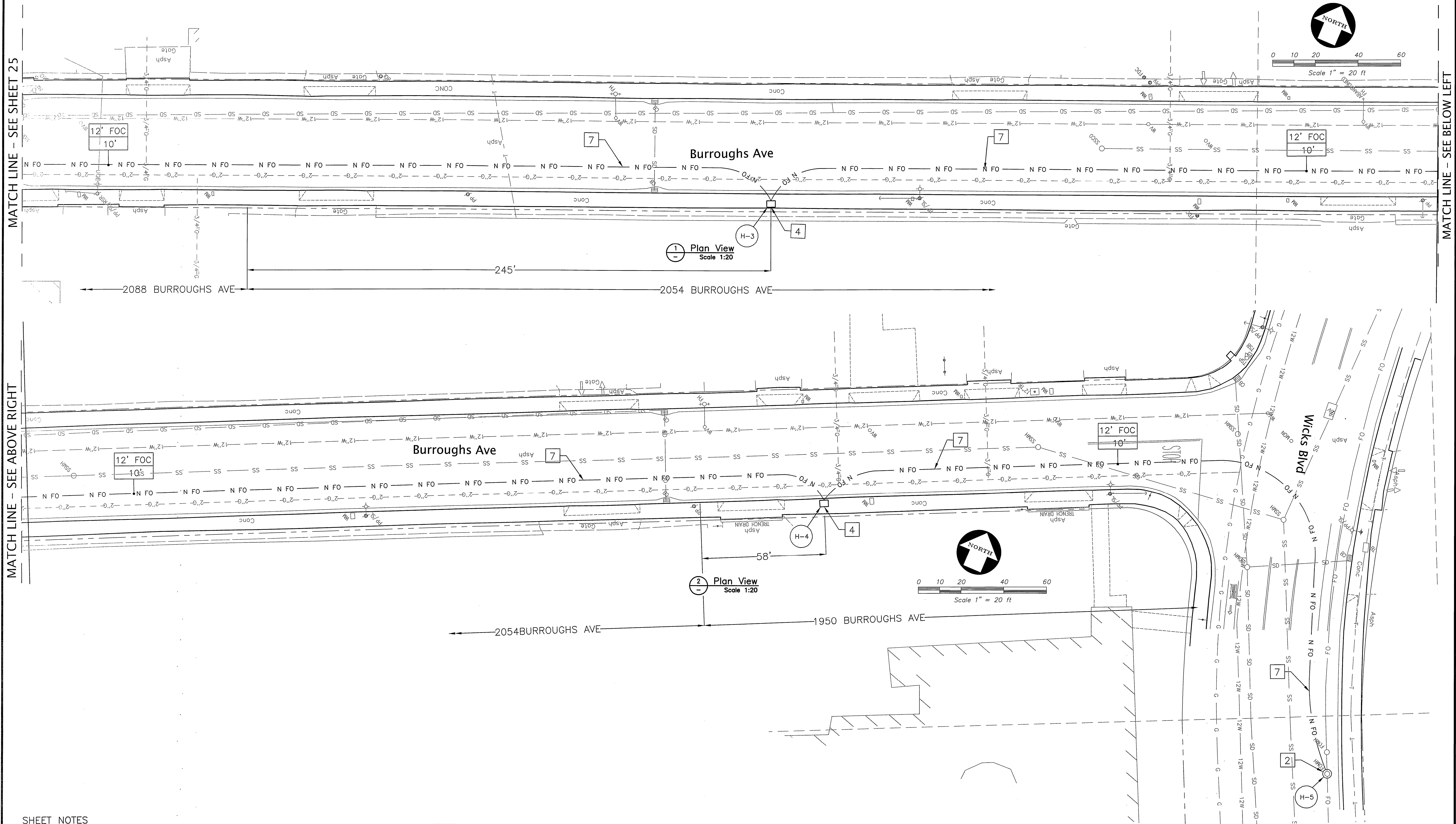
CITY OF SAN LEANDRO

**FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
BURROUGHS AVE/GRIFFITH ST**

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 25 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1179 CASE 405

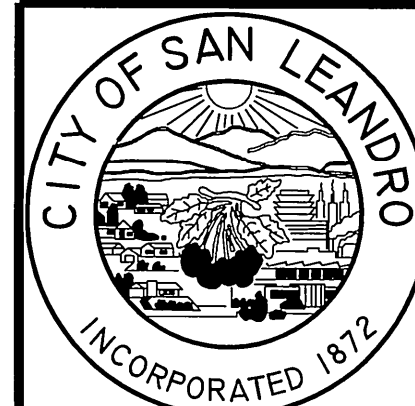
MATCH LINE - SEE SHEET 25

MATCH LINE - SEE ABOVE RIGHT



SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

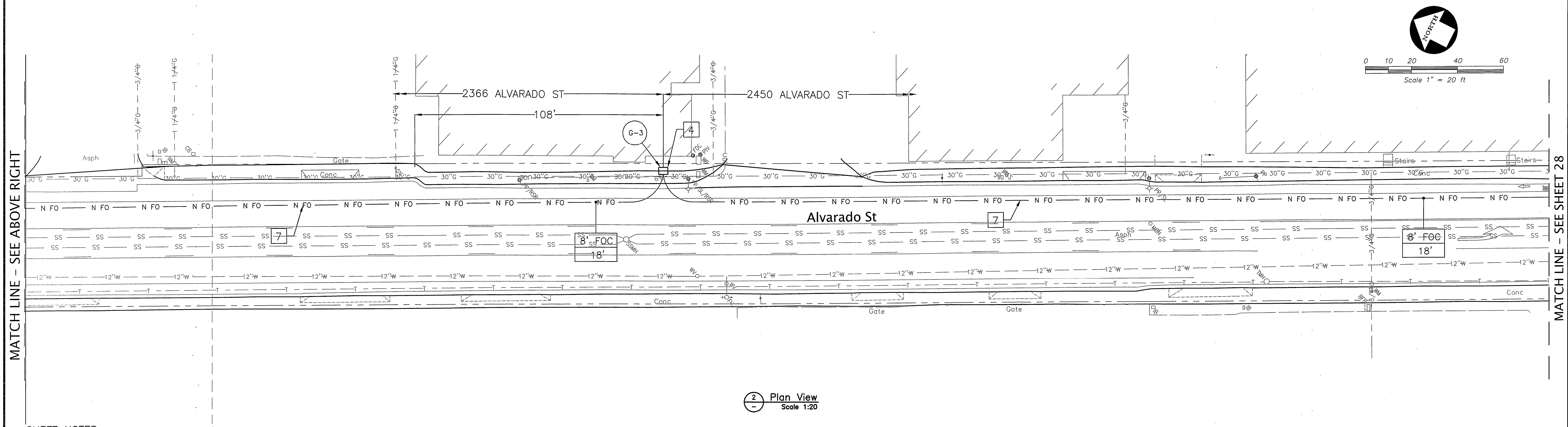
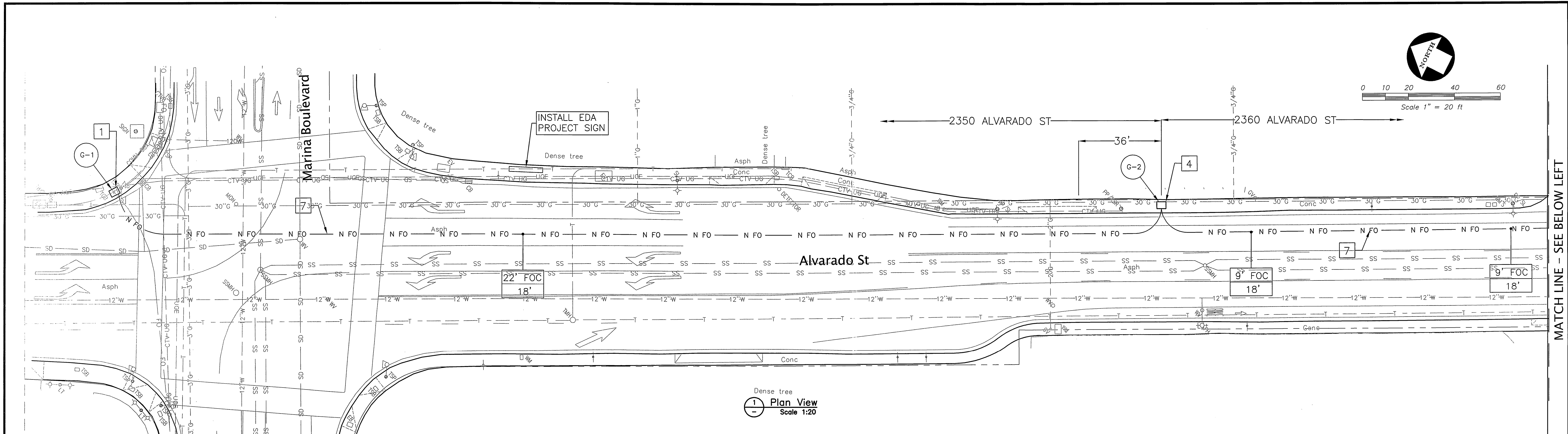
NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS ADMIN. RLC DATE 5/20/14
SENIOR ENGR. JCS DATE 5/21/14
APPROVED BY: [Signature] DATE 5/21/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

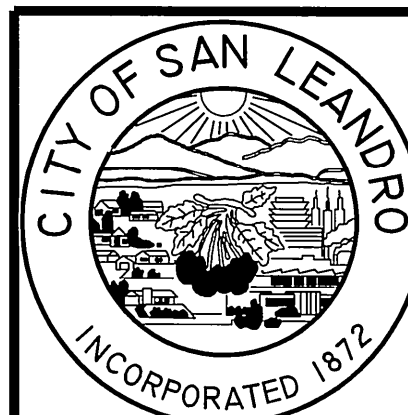
FIBER CONDUIT FOR BROADBAND NETWORK PROJECT BURROUGHS AVE/WICKS BLVD

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 26 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1178 CASE 405



SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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.

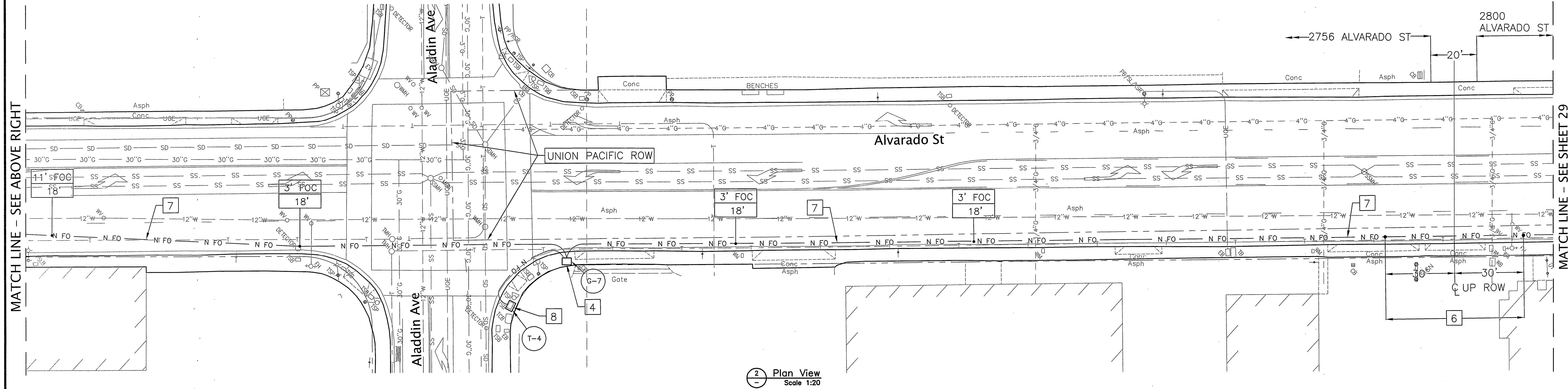
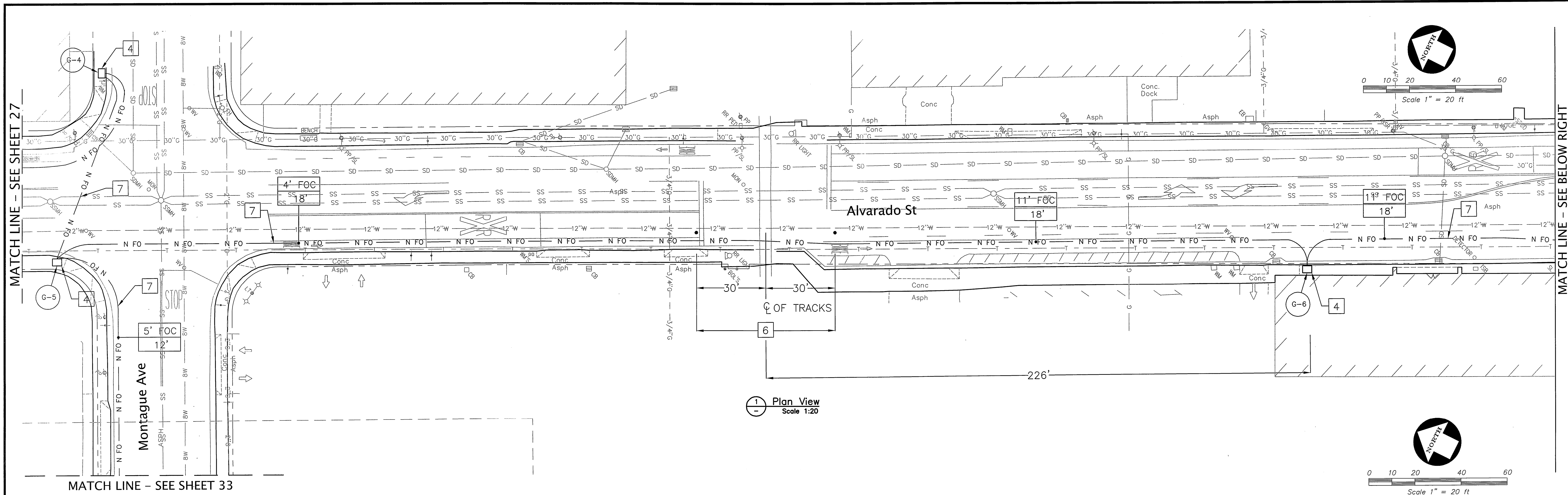
NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS. ADMIN. RLC DATE 5/20/14
SENIOR ENGR. JOD DATE 5/20/14
APPROVED BY: [Signature] DATE 5/20/14
CITY ENGINEER, R.C.E. NO. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT ALVARADO ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 27 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1180 CASE 405



- SHEET NOTES**
- 1 EXISTING CSL PULL BOX.
 - 2 EXISTING CSL MANHOLE.
 - 3 FURNISH AND INSTALL NEW MANHOLE.
 - 4 FURNISH AND INSTALL NEW PULL BOX.
 - 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
 - 6 COMPLY WITH UNION PACIFIC REGULATIONS.
 - 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
 - 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
 - 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
 - 10 EXPOSE ABANDONED SEWER PIPELINE.
 - 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION

CITY OF SAN LEANDRO

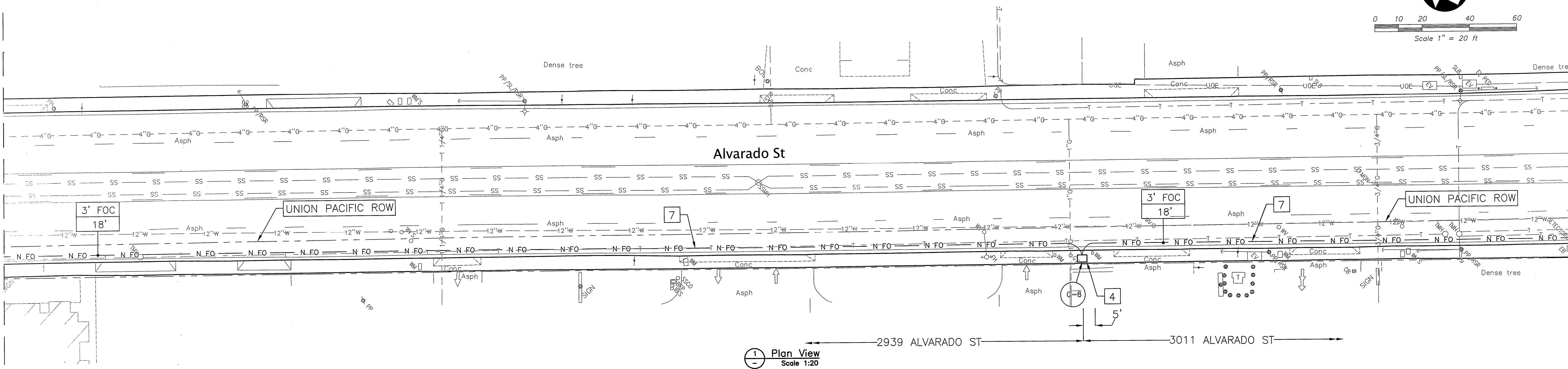
DESIGNED BY JOD DATE 3/3/14
 DRAWN BY AMS DATE 3/3/14
 PROJECT MGR. JOD DATE 5/20/14
 TRANS ADMIN. JLC DATE 5/20/14
 SENIOR ENGR. JLC DATE 5/20/14
 APPROVED BY [Signature] DATE 5/20/14
 CITY ENGINEER, R.E.E. No. 34870

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT
ALVARADO ST - FROM MONTAGUE AVE TO ALADDIN AVE

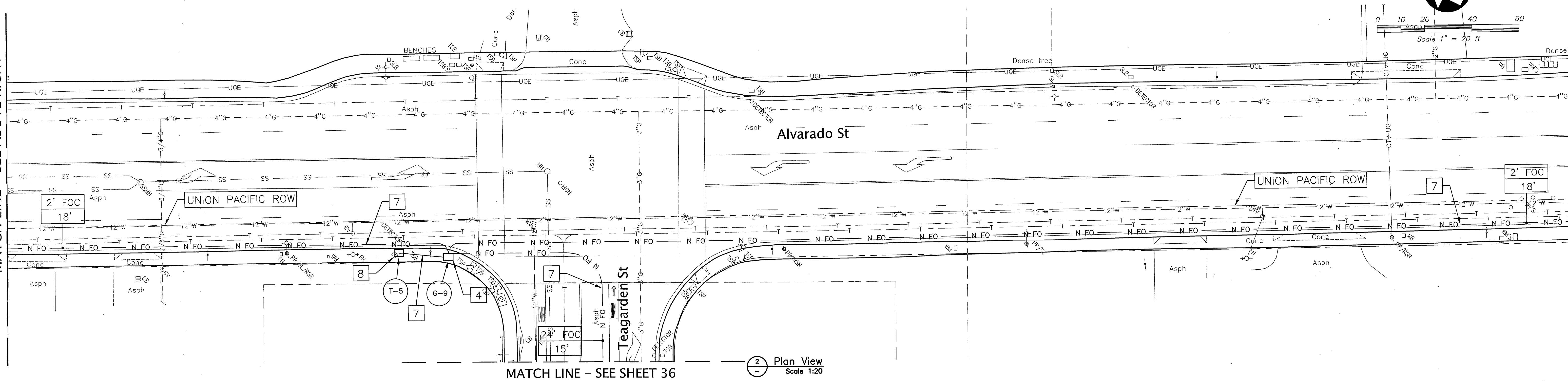
AT FULL SIZE
 THIS LINE MEASURES 1"
 SHEET 28 OF 38
 JOB NO. 2013.0320
 SCALE AS NOTED
 DWG. 1181 CASE 405

MATCH LINE - SEE SHEET 28

MATCH LINE - SEE ABOVE RIGHT



MATCH LINE - SEE BELOW LEFT



MATCH LINE - SEE SHEET 30

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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
AT THE TIME OF PREPARATION
OF THESE PLANS. NO GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

CITY OF SAN LEANDRO

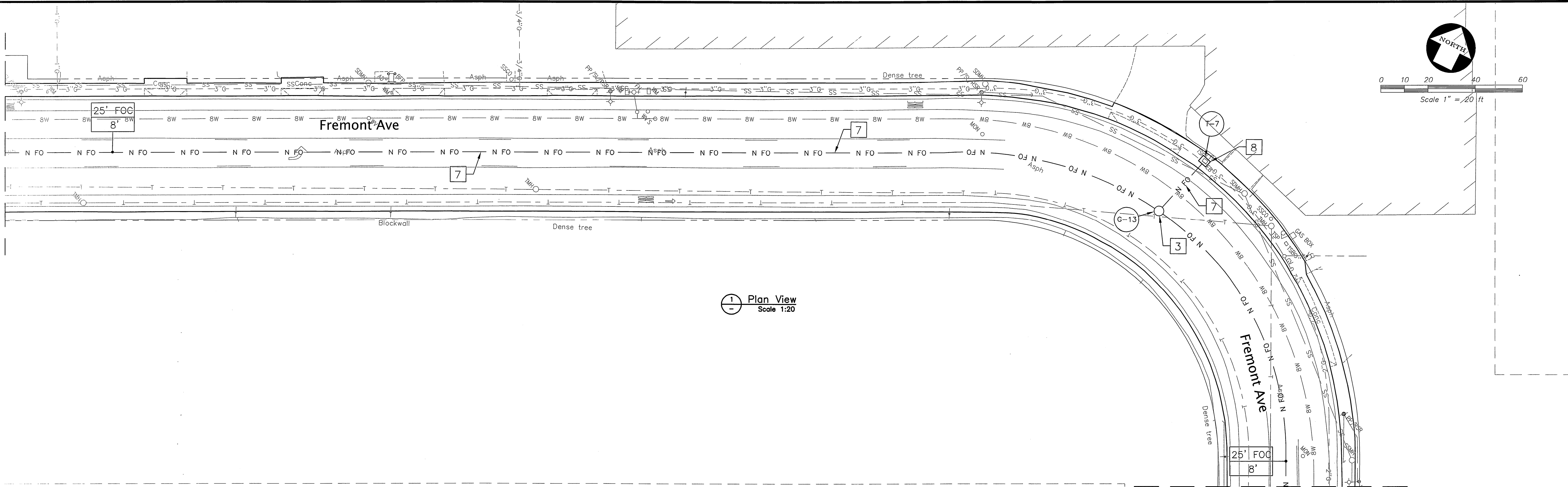
DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/20/14
TRANS ADMIN. RLC DATE 5/20/14
SENIOR ENGR. JOD DATE 5/21/14
APPROVED BY [Signature] DATE 5/21/14
CITY ENGINEER, R.P.E. NO. 34870

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT ALVARADO ST - TO TEAGARDEN ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 29 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1182 CASE 405

MATCH LINE - SEE SHEET 30

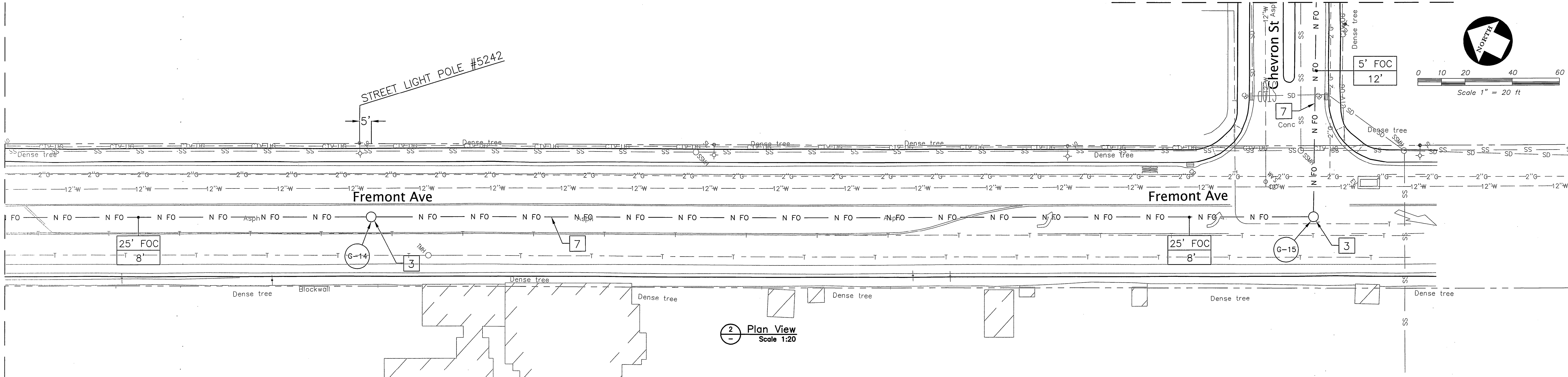
MATCH LINE - SEE ABOVE RIGHT



1 Plan View
Scale 1:20

MATCH LINE - SEE BELOW LEFT

MATCH LINE - SEE SEE SHEET 32



2 Plan View
Scale 1:20

SHEET NOTES

- EXISTING CSL PULL BOX.
- EXISTING CSL MANHOLE.
- FURNISH AND INSTALL NEW MANHOLE.
- FURNISH AND INSTALL NEW PULL BOX.
- FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- COMPLY WITH UNION PACIFIC REGULATIONS.
- FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- EXPOSE ABANDONED SEWER PIPELINE.
- EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.

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: JOD DATE: 3/3/14
DRAWN BY: AMS DATE: 3/3/14
PROJECT MGR: JOD DATE: 5/20/14
TRANS. ADMIN: RLC DATE: 5/20/14
SENIOR ENGR: JOD DATE: 5/21/14
APPROVED BY: [Signature] DATE: 5/21/14
CITY ENGINEER, R.C.E. NO. 34870

**FIBER CONDUIT FOR BROADBAND NETWORK PROJECT
FREMONT AVE/CHEVRON ST**

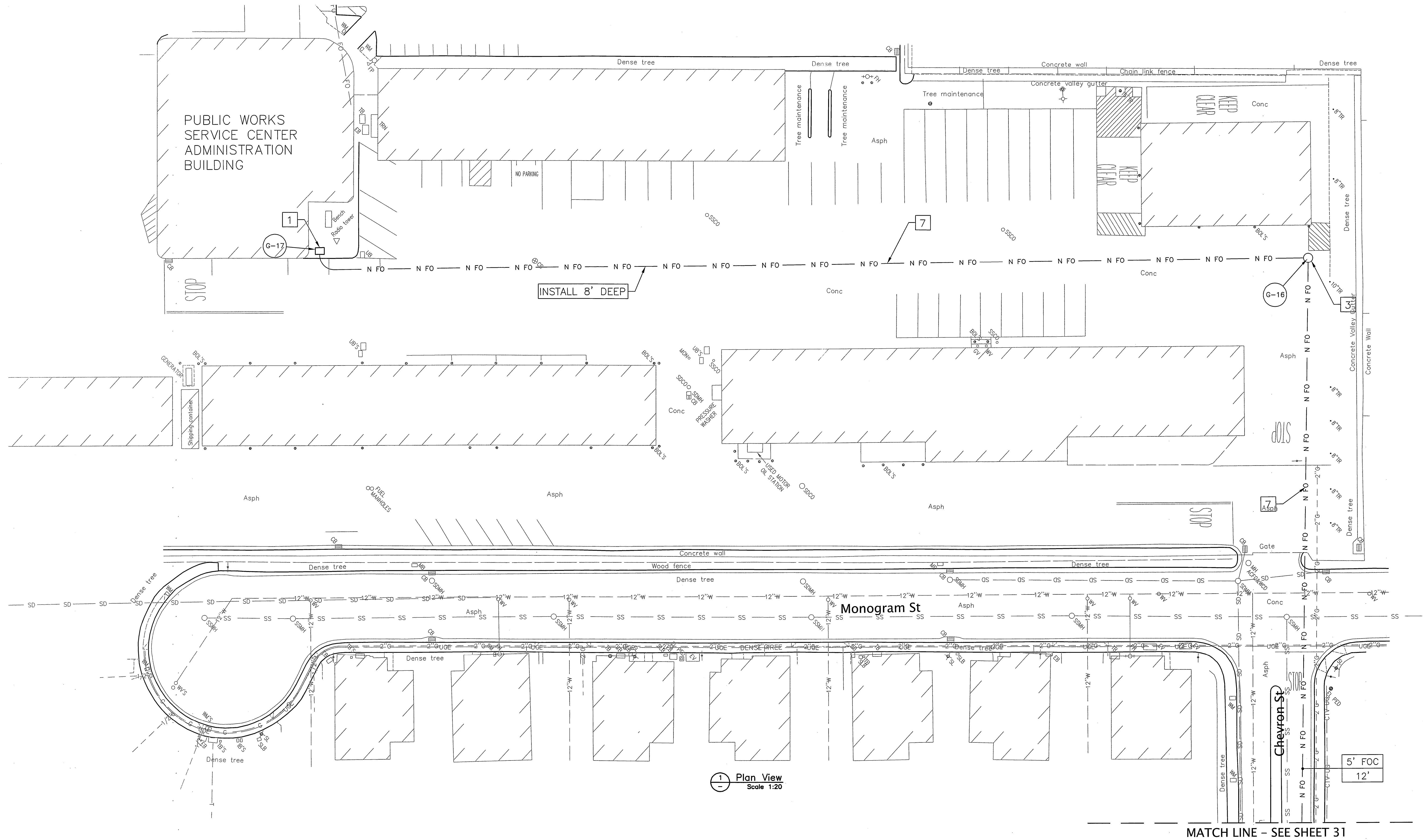
AT FULL SIZE
THIS LINE MEASURES 1"

SHEET 31 OF 38

JOB NO. 2013.0320

SCALE AS NOTED

DWG 1184 CASE 405

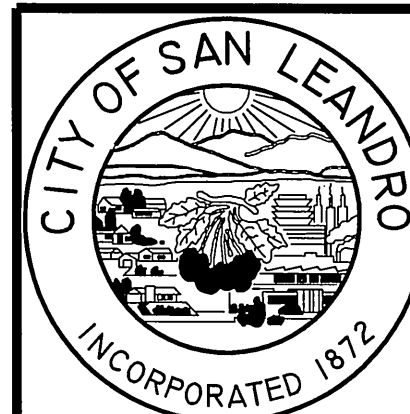


1 Plan View
Scale 1:20

MATCH LINE - SEE SHEET 31

SHEET NOTES

- 1 EXISTING CSL PULL BOX.
- 2 EXISTING CSL MANHOLE.
- 3 FURNISH AND INSTALL NEW MANHOLE.
- 4 FURNISH AND INSTALL NEW PULL BOX.
- 5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- 6 COMPLY WITH UNION PACIFIC REGULATIONS.
- 7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- 8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- 9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- 10 EXPOSE ABANDONED SEWER PIPELINE.
- 11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. 2010 DATE 5/20/14
TRANS ADMIN. 210 DATE 5/20/14
SENIOR ENGR. 210 DATE 5/20/14
APPROVED BY: [Signature] DATE 5/21/14
CITY ENGINEER, R.D.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT MONOGRAM ST/CHEVRON ST

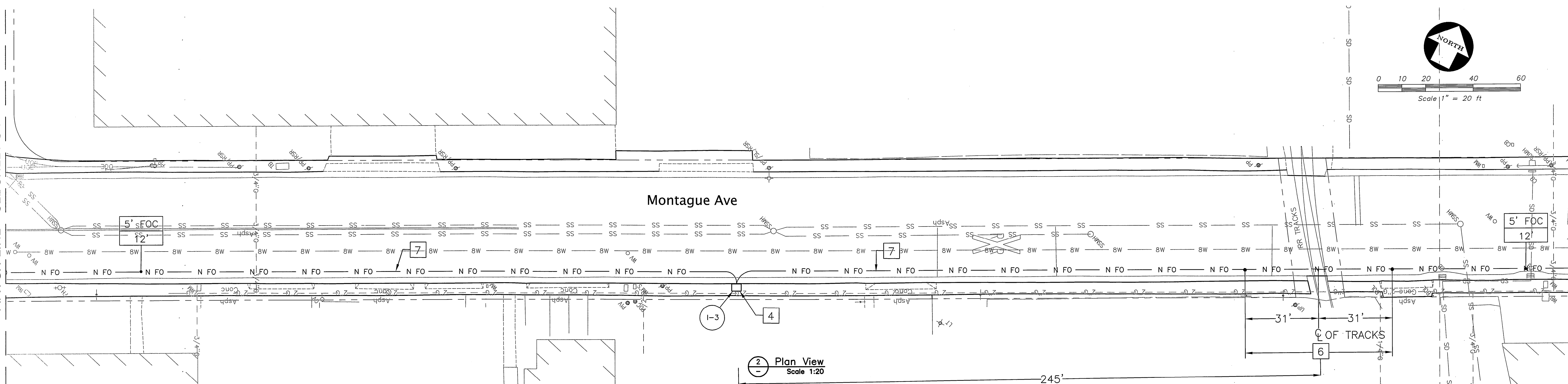
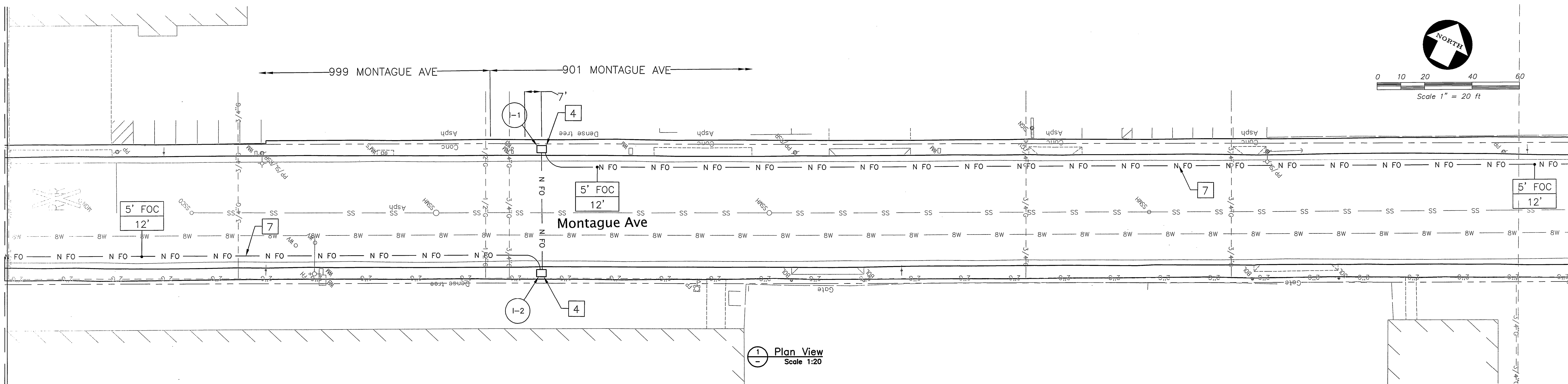
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 32 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1185 CASE 405

MATCH LINE - SEE BELOW RIGHT

MATCH LINE - SEE SHEET 34

MATCH LINE - SEE SHEET 28

MATCH LINE - SEE ABOVE LEFT



SHEET NOTES

1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

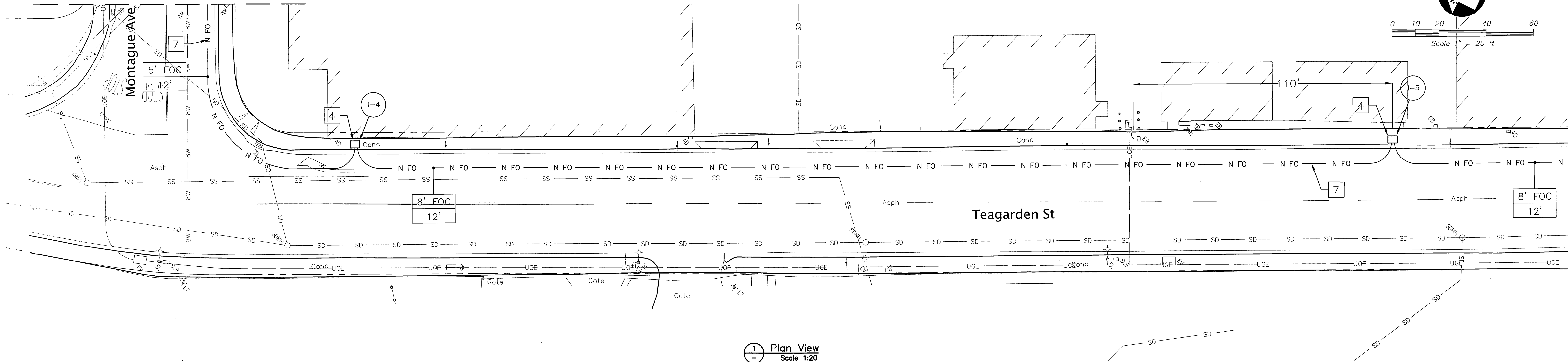
DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. JOD DATE 5/30/14
TRANS. ADMIN. RLC DATE 5/29/14
SENIOR ENGR. JLC DATE 3/21/14
APPROVED BY [Signature] DATE 5/21/14
CITY ENGINEER, R.C.E. NO. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND
NETWORK PROJECT
MONTAGUE AVE

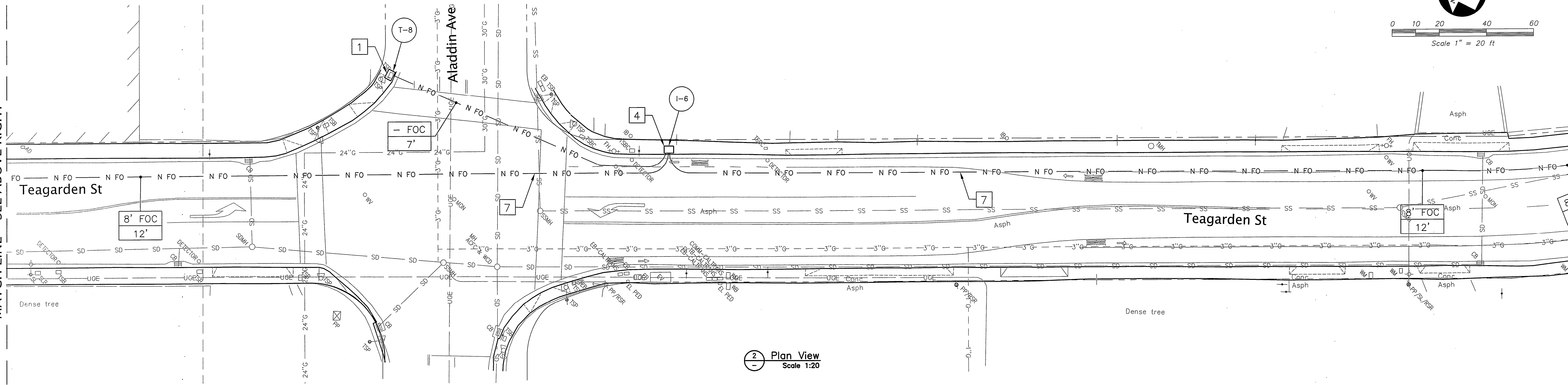
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 33 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1186 CASE 405

MATCH LINE - SEE SHEET 33



1 Plan View
Scale 1:20

MATCH LINE - SEE ABOVE RIGHT



2 Plan View
Scale 1:20

SHEET NOTES

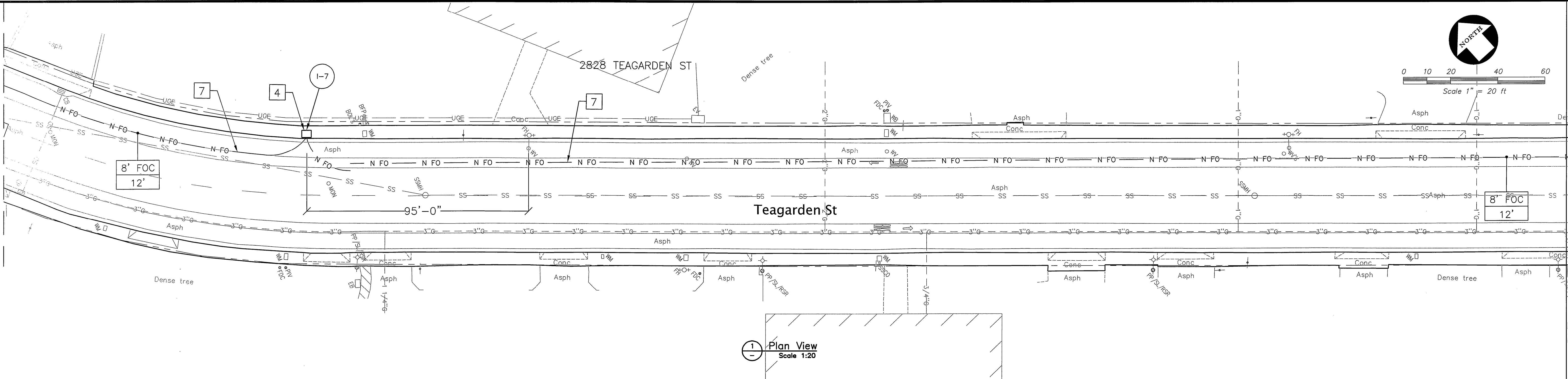
1 EXISTING CSL PULL BOX.	7 FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
2 EXISTING CSL MANHOLE.	8 EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
3 FURNISH AND INSTALL NEW MANHOLE.	9 FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
4 FURNISH AND INSTALL NEW PULL BOX.	10 EXPOSE ABANDONED SEWER PIPELINE.
5 FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.	11 EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.
6 COMPLY WITH UNION PACIFIC REGULATIONS.	



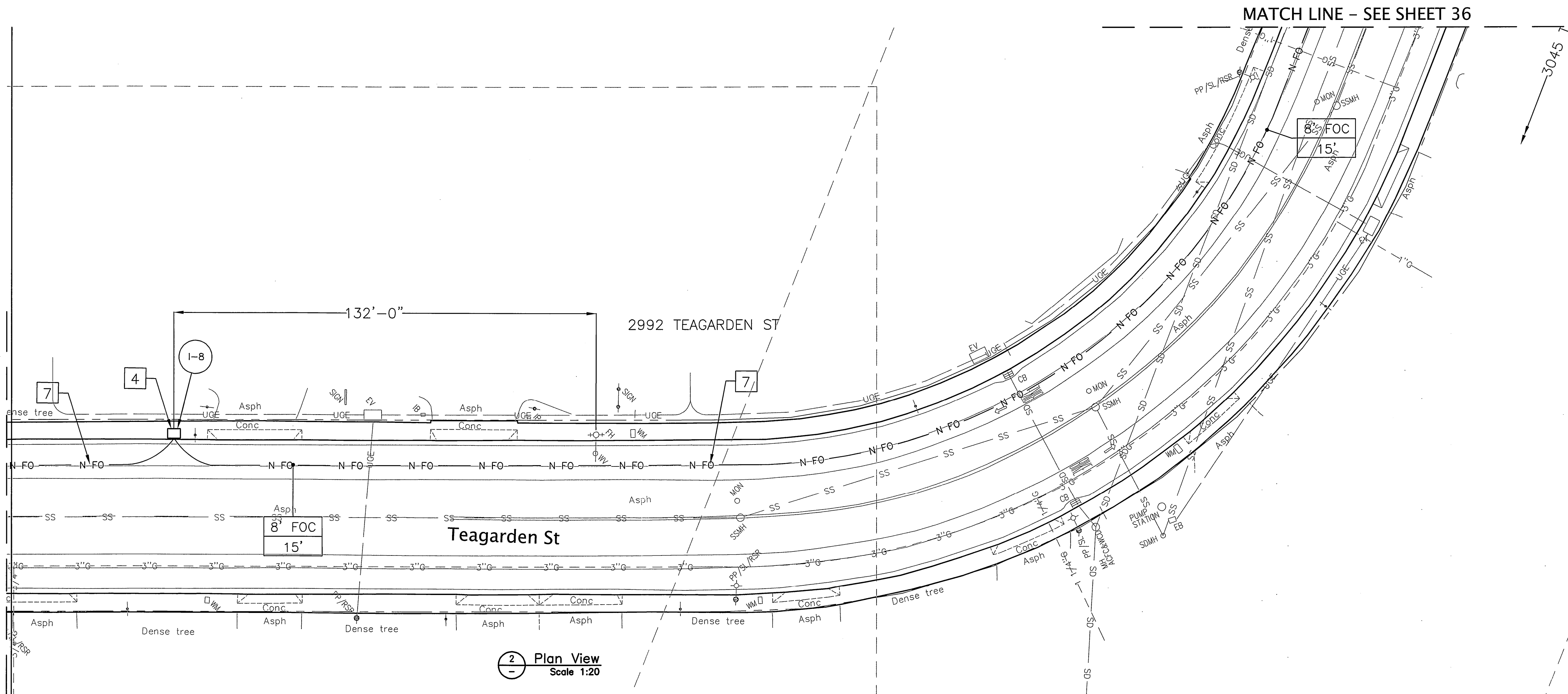
CITY OF SAN LEANDRO									
BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811									
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.									
NO.	DATE	REVISION	DESIGNED BY	JOD	DATE	3/3/14	FIBER CONDUIT FOR BROADBAND NETWORK PROJECT MONTAGUE AVE/TEAGARDEN ST		
			DRAWN BY	AMS	DATE	3/3/14			
			PROJECT MGR.	JGD	DATE	5/20/14			
			TRANS. ADMIN.	RJC	DATE	5/29/14			
			SENIOR ENGR.	JJD	DATE	5/21/14			
			APPROVED BY:		DATE	5/21/14			
			CITY ENGINEER/R.C.E.						

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 34 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1187 CASE 405

MATCH LINE - SEE SHEET 34



MATCH LINE - SEE ABOVE RIGHT



SHEET NOTES

- EXISTING CSL PULL BOX.
- EXISTING CSL MANHOLE.
- FURNISH AND INSTALL NEW MANHOLE.
- FURNISH AND INSTALL NEW PULL BOX.
- FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- COMPLY WITH UNION PACIFIC REGULATIONS.
- FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- EXPOSE ABANDONED SEWER PIPELINE.
- EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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 GUARAN-
TEE IS MADE AS TO THE ACCU-
RACY OF THIS INFORMATION.

NO.	DATE	REVISION

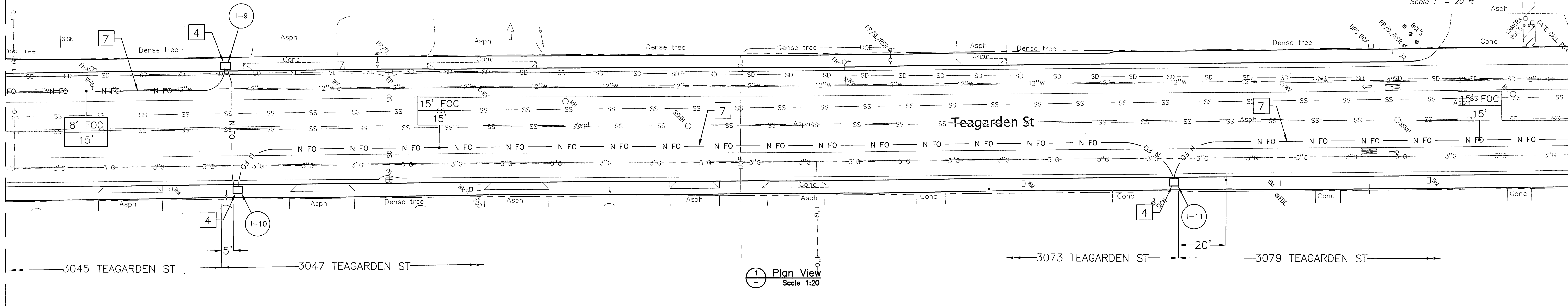
DESIGNED BY: JOD DATE 3/3/14
DRAWN BY: AMS DATE 3/3/14
PROJECT MGR: JOD DATE 5/20/14
TRANS ADMIN: RLC DATE 5/20/14
SENIOR ENGR: JSL DATE 5/20/14
APPROVED BY: [Signature] DATE 5/20/14
CITY ENGINEER: R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT TEAGARDEN ST

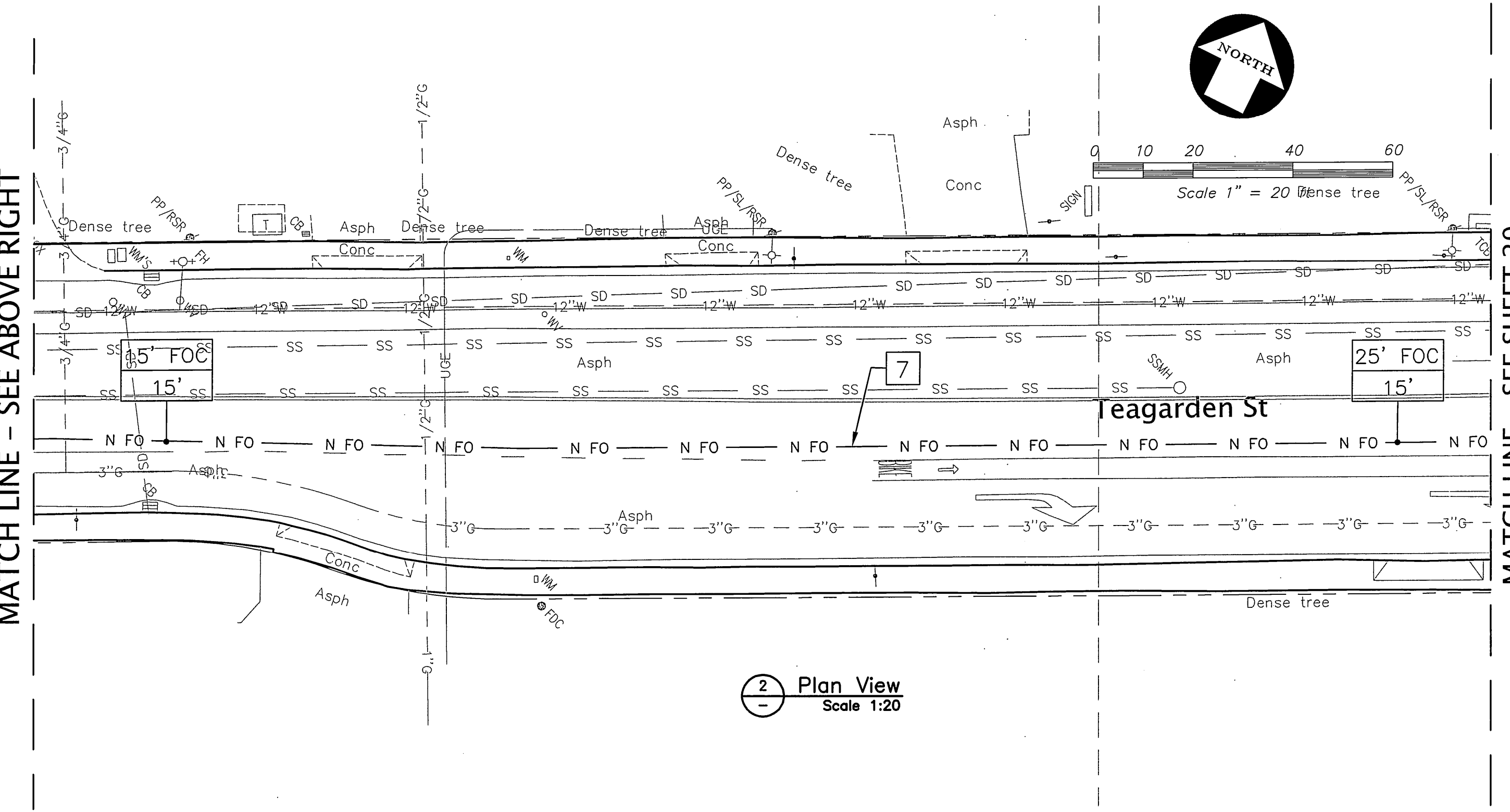
AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 35 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1188 CASE 405

MATCH LINE - SEE ABOVE RIGHT



MATCH LINE - SEE BELOW RIGHT

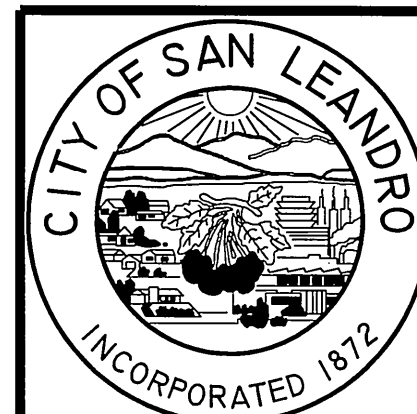
MATCH LINE - SEE ABOVE RIGHT



MATCH LINE - SEE BELOW RIGHT

SHEET NOTES

- EXISTING CSL PULL BOX.
- EXISTING CSL MANHOLE.
- FURNISH AND INSTALL NEW MANHOLE.
- FURNISH AND INSTALL NEW PULL BOX.
- FURNISH AND INSTALL NEW MANHOLE OVER EXISTING ABANDONED SEWER PIPELINE.
- COMPLY WITH UNION PACIFIC REGULATIONS.
- FURNISH AND INSTALL 2" UNDERGROUND CONDUIT.
- EXISTING CSL PULL BOX REPLACE WITH NEW PULL BOX.
- FURNISH AND INSTALL 2" CONDUIT IN ABANDONED SEWER PIPELINE.
- EXPOSE ABANDONED SEWER PIPELINE.
- EXTEND 2" CONDUIT FROM ABANDONED SEWER PIPELINE INTO MANHOLE.



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.

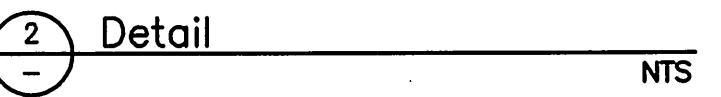
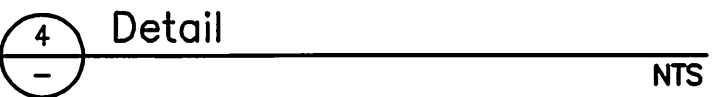
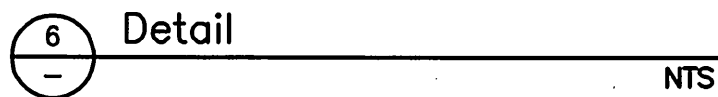
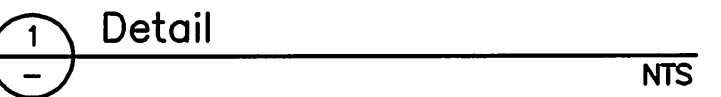
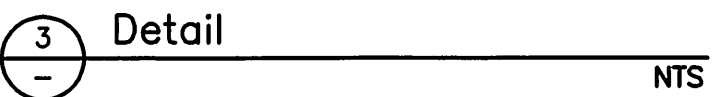
NO.	DATE	REVISION

DESIGNED BY JOD DATE 3/3/14
DRAWN BY AMS DATE 3/3/14
PROJECT MGR. 2014 DATE 5/20/14
TRANS. ADMIN. RLC DATE 5/20/14
SENIOR ENGR. 7/3 DATE 3/21/14
APPROVED BY [Signature] DATE 3/21/14
CITY ENGINEER, R.C.E. No. 34870

CITY OF SAN LEANDRO

FIBER CONDUIT FOR BROADBAND NETWORK PROJECT TEAGARDEN ST

AT FULL SIZE
THIS LINE MEASURES 1"
SHEET 36 OF 38
JOB NO. 2013.0320
SCALE AS NOTED
DWG 1189 CASE 405



		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 JOD DATE 3/3/14	FIBER CONDUIT FOR BROADBAND PROJECT STANDARD DETAILS - DETAILS	SHEET 38 OF 38
					DRAWN BY AMS DATE 3/3/14		JOB NO. 2013.0320
					PROJECT MGR. JOD DATE 3/3/14		SCALE AS NOTED
					TRANS ADMIN. <i>[Signature]</i> DATE 5/20/14		DWG 1191_CASE_405
					SENIOR ENGR. <i>[Signature]</i> DATE 5/22/14		
					APPROVED BY: <i>[Signature]</i> DATE 5/22/14		
					CITY ENGINEER, R.C.E. No. 34870		