



CITY OF PITTSBURG

**SPECIAL PROVISIONS
NOTICE TO CONTRACTORS, CONTRACT BID PROPOSAL AND CONTRACT**

FOR THE CONSTRUCTION OF

**CONTRACT NO. 2019-01
FEDERAL AID PROJECT NO.: HSIPL-5127(037)
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS
IN
PITTSBURG, CALIFORNIA**

TO BE USED IN CONJUNCTION WITH:

**CITY STANDARD DETAILS
AND
STANDARD SPECIFICATIONS AND PLANS**

ISSUED BY THE

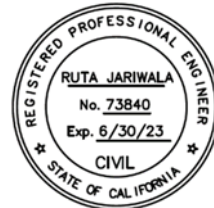
**STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DATED 2018**

ACCEPTED FOR USE:



RICHARD ABONO
CITY ENGINEER

PREPARED UNDER THE DIRECTION OF:



RUTA JARIWALA
TJKM

October 2021

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**APPENDIX A: REQUIRED CONTRACT PROVISIONS FOR
 FEDERAL-AID CONSTRUCTION CONTRACTS (EXHIBIT 12-G)**

APPENDIX B: FEDERAL WAGE RATES (DAVIS-BACON)

NOTICE TO CONTRACTORS/INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed proposals for the work entitled:

CONTRACT No. 2019-01
Federal Aid Project No. HSIPL-5127(037)
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS

will be received by the City of Pittsburg in the Office of the City Clerk, 65 Civic Avenue, First Floor, Pittsburg, California until **2:00 p.m. on November 17, 2021** at which time they will be opened and read aloud.

The work of this Contract includes, but not limited to, construction of traffic signal hardware improvements along various citywide intersections throughout the City. The improvements include removing and salvaging of existing traffic signal controller cabinets and furnishing and installing NEMA Type P44 TS1 controller cabinet assembly and 12" controller cabinet riser on the existing foundation, removing and salvaging traffic signal controllers and installation of City-furnished Model 980 ATC controllers, removing and becoming the property of the contractor existing 8" vehicle signal heads and replacing it with a 12" signal head and framework, removing and becoming property of the contractor existing pedestrian signal head modules and replacing them with countdown pedestrian signal head modules, and furnishing and installing Battery backup units and cabinets on side of the new controller cabinet; and all other work necessary for a complete project in accordance with the Plans and Specifications.

The Disadvantaged Business Enterprise (DBE) goal is 13%.

Bids are required for the entire work described herein.

Engineer's Estimate for cost of construction is approximately \$684,275.00 for base bid items. \$29,573.00 for the alternate.

Attention is directed to Public Contract Code § 10164 concerning the licensing of Contractors. The Contractor shall possess either a Class A General Engineering Contractor's License and/or Class C-10 Electrical Specialty license from the time that the contract is awarded through contract acceptance. In accordance with §7059(b) of the Business and Professions Code, the City shall not award the contract to a specialty contractor whose classification constitutes less than a majority of the project. Any bidder or Contractor not so licensed may be subject to penalties as provided by law.

Project plans, specifications, special provisions, sample documents, and proposal forms for bidding this project are available from the City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, CA 94565. PDF files of the plans and special provisions are available on the City's website at <http://www.ci.pittsburg.ca.us/index.aspx?page=101>:

Technical questions should be directed in writing to Frank Sana, Project Manager, City of Pittsburg, via email at 2019-01bidinfo@pittsburgca.gov.

It is the responsibility of the bidder to request to be placed on the plan holder list to ensure receipt of addenda, if any.

The successful bidder shall furnish a bond for labor and materials and performance.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The City of Pittsburg affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Pittsburg and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project, as predetermined by the United States Secretary of Labor, are set forth in this book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of this book. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements for this project. 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.

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.

Pursuant to Public Contracts Code Section 22300, a Contractor may (upon request and at its sole expense) substitute securities for any moneys withheld by the City to ensure performance of the work of this Contract. Any such substitution shall be in strict accordance with Public Contract Code Section 22300.

The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount of the Base Bid Items in the order they are shown on the Bid Schedule, which are within available budget.

For a contract proposal to be considered valid, it must be submitted on the forms furnished by the City of Pittsburg in a sealed envelope. The envelope must be clearly marked on outside **"Bid Proposal, Contract No. 2019-01, Bid Opening, November 17, 2021, 2:00 p.m."**.

All proposals must be accompanied by either cash, a money order, a certified or cashier's check, or a bid bond (in the prescribed form) made payable to the City of Pittsburg in an amount equal to at least 10% of the amount bid. Said guaranty shall be forfeited should the successful bidder fail to enter into a contract with the City within the time prescribed in the proposal requirements.

The City Council of the City of Pittsburg reserves the right to reject any or all bids and the right to waive any minor irregularity or informality in the Contract Proposal.

Each bidder, and any subcontractor listed in a bid proposal pursuant to Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

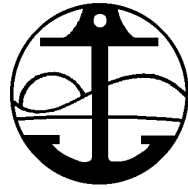


10-08-2021

Richard Abono, P.E.
City Engineer

Date

CONTRACT SCHEDULE



**CONTRACT NO. 2019-01
FEDERAL AID PROJECT NO. HSIPL-5127(037)
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS**

ADVERTISING	Wed.	10-13-2021
PRE-BID CONFERENCE		None
BID OPENING (bids due at 2:00 PM) Civic Center, 65 Civic Avenue 1st Floor, Conference Room	Wed.	11-17-2021 2:00 PM
NOTICE OF AWARD	Mon.	12-29-2021
NOTICE TO PROCEED (Tentative)	Wed.	01-12-2022

CONTRACT PROPOSAL

PROPOSAL

**CONTRACT NO. 2019-01
Federal Aid Project No. HSIPL-5127(037)
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS**

NAME OF BIDDER: _____

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE () _____

FACSIMILE NO: AREA CODE () _____

The work for which this Proposal is submitted is for construction in accordance with the plans and specifications; said plans and specifications described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with Caltrans Standard Specifications dated 2018 issued by the State of California, Department of Transportation; the City of Pittsburg Standard Details, the reference specifications identified in the Special Provisions, the labor surcharge and equipment rental rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates (local and federal).

The Special Provisions for the work to be done are dated APRIL 2020 and are entitled:

**NOTICE TO CONTRACTORS/INVITATION TO BID
PROPOSAL, CONTRACT
AND SPECIAL PROVISIONS
FOR THE CONSTRUCTION OF
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS**

**CONTRACT NO. 2019-01
FEDERAL AID PROJECT NO. HSIPL-5127(037)**

The project plans for work to be done are dated April, 2021 and are entitled:

PROJECT PLANS FOR
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS
CONTRACT NO. : 2019-01
FEDERAL AID PROJECT NO. HSIPL-5127(037)

Bids are to be submitted for the entire work. **The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount for the Base Bid items shown in the Bid Schedule.**

The Bidder shall set forth for each unit basis item of work a unit price and a total 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 that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total 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 unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Pittsburgh, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the work. The decision of the City respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this Proposal shall be accepted and the undersigned shall fail to enter into the Agreement and furnish the bond in the sum required, with surety satisfactory to the City, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City.

The undersigned, as Bidder, understands and agrees that the City is not responsible for errors and or omissions on the part of the undersigned in making this proposal; and the City retains the right to reject any or all Proposals or delete any bid item.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Pittsburgh, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to 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 that he will take in full payment therefore the following prices, to wit:

BID SCHEDULE

Base Bid Items

Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
1	Mobilization (2.5%)	1	LS		
2	Traffic Control System (5%)	1	LS		
3	Remove and become property of contractor 8" signal head, backplate, and mounting framework	31	EA		
4	Furnish and Install 3 section 12" signal head and mounting framework	31	EA		
5	Remove and salvage existing signal head, backplate, and mounting framework	3	EA		
6	Furnish and Install 4 section 12" signal head and mounting framework	3	EA		
7	Remove and salvage Type P44 cabinet assembly	2	EA		
8	Remove and become property of contractor existing Type P cabinet assembly	20	EA		
9	Furnish and install NEMA Type P44 TS1 controller cabinet assembly with 12" cabinet riser on existing foundation	22	EA		
10	Remove and salvage existing Model 980 controller	23	EA		
11	Install Agency-Furnished Model 980 ATC controller	20	EA		
12	Remove and become property of contractor existing pedestrian signal head module	92	EA		
13	Furnish and install countdown pedestrian signal module in existing pedestrian head	92	EA		
14	Remove and Relocate existing battery backup system and BBS cabinet to new NEMA Type P44 TS1 controller cabinet	9	EA		
15	Remove and salvage existing battery backup system and BBS cabinet	13	EA		
16	Furnish and install new battery backup system and external BBS cabinet mounted onto new NEMA Type P44 TS1 cabinet	13	EA		
17	Relocate existing controller to new NEMA Type P44 TS1 cabinet	2	EA		
18	Relocate existing Type II service cabinet to new NEMA Type P44 TS1 Cabinet	11	EA		

BASE BID TOTAL ITEMS 1-18

Bid Alternate 1

Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
19	Mobilization (2.5% of bid alternate)	1	LS		

20	Traffic Control System (5% of total bid alternate)	1	LS		
21	Furnish and Install Yellow Retro Reflective Border Backplate (3-section)	181	EA		
22	Furnish and Install Yellow Retro Reflective Border Backplate (4-section)	11	EA		
23	Furnish and Install Yellow Retro Reflective Border Backplate (5-section)	4	EA		
24	Remove existing backplate and become property of contractor	168	EA		
TOTAL BA 1:					
TOTAL BASE BID + BA1 (in figures)					
TOTAL BASE BID + BA1 (in words)					

The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount for the Base Bid items shown in the Bid Schedule.

PROPOSED SUBCONTRACTORS STATEMENT

The following is a complete and true list of all proposed subcontractors for the work of this Contract, whose subcontract amount exceeds 1½% of the total amount of the bid or \$10,000, whichever is greater. If the Bidder fails to specify a subcontractor for a portion of the work in excess of 1½% of the total bid or \$10,000, whichever is greater, the bidder agrees that he/she is fully qualified to perform that portion of the work and that he/she shall perform that portion of the work himself/herself. Failure to list a subcontractor may result in disqualification of the Bidder.

Bid Due Date: _____

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

*** indicates required information**

(Attach Additional Sheets, If Necessary)

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:							<\$5 million	
							<\$10 million	
							<\$15 million	
							Age of Firm: ___ yrs.	

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/Award Package

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: _____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: _____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: _____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: _____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: _____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: _____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/Award Package

PROPOSED MAJOR EQUIPMENT & MATERIAL MANUFACTURERS STATEMENT

The following is a complete and true list of all proposed major equipment and material suppliers and manufacturers proposed to be furnished or installed in connection with the work of this Contract. If awarded the Contract, I further state that there will be no deviations from this list without the specific written approval of the City Engineer.

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip

Equipment/Material

(Attach Additional Sheets, If Necessary)

TECHNICAL ABILITY & EXPERIENCE STATEMENT

The following is a true and complete list of work I / we have successfully completed, which was similar in scope and character to that proposed herein. (Provide reference information sufficient enough to verify.)

(Attach Additional Sheets, If Necessary)

PERSONNEL EXPERIENCE STATEMENT

The following is a list of personnel (including a record of each person's experience, knowledge and ability) who, if awarded the contract, will be available to actively supervise the work and the work will be directed by one of these persons.

(Attach Additional Sheets, If Necessary)

(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)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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 10162 QUESTIONNAIRE

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

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

YES _____ NO _____

If YES, explain the circumstances in the following space:

(Attach Additional Sheets, If Necessary)

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Bidder 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 Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder 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 false certification may subject the certifier to criminal prosecution.

NONCOLLUSION DECLARATION

(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____ at _____, California.

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

PUBLIC CONTRACT CODE

(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 any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any 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 it 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.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
For Federal-Aid Contracts

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite 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.

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> 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. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. 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 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. 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 his 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.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Instructions for Completing Exhibit 10-Q 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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and 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. SF-LLL-Instructions Rev. 06-04

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award				15. TOTAL CLAIMED DBE PARTICIPATION
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				
25. Award		Amount:		\$
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
26. Local Agency Representative's _____ 27. Date _____ 28. Local Agency Representative's _____ 29. Phone _____ 30. Local Agency Representative's _____ Title _____				IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____

- DISTRIBUTION:** 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

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.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** – Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ (Agency Name) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed**:

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

Publications	Dates of Advertisement

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

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

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

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

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

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

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

BIDDER'S STATEMENTS

Inspection of Site Statement

I have, either by personal examination or other means of my choice, inspected the site of the proposed work and to my satisfaction am aware of the actual conditions that exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.

General Prevailing Wage Rates Statement

The State of California General Prevailing Wage Rates are hereby incorporated into these Contract Specifications by this reference.

If awarded the Contract, I/we will not pay less than the latest General Prevailing Wage Rates of the State of California (including any and all amendments thereto) to each employee working in connection with this Contract.

In addition, I/we will not pay less than the minimum Federal Wage Rates. I/we will verify wage rates within 10-days of the bid date at the website www.gpo.gov/davisbacon.

Workmen's Compensation Insurance Statement

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code. If awarded the Contract, I will comply with such provisions and provide the City of Pittsburg with a certificate (satisfactory to the City) verifying same before commencing the work of this Contract.

City Business License Statement

If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

Contractor Registration with Department of Industrial Relations

I am aware that I, and each subcontractor listed in a bid proposal pursuant to Public Contract Code Section 4104, must be currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, except in limited circumstances as referenced in Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Standard Specifications & Plans Statement

I am in possession of the latest edition of the Standard Specifications and Plans and that this Proposal was prepared in compliance with the provisions thereof.

SIGNATURE OF BIDDER

Accompanying this Proposal is a _____ (insert "Cashier's Check", "Certified Check" or "Bid Bond") in the sum of at least 10% of the total bid amount).

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, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA This Proposal is submitted with respect to the changes to the contract included in addenda number(s) _____. (Fill in any addenda numbers if addenda have been received.)

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

Date: _____

SIGN HERE>>>>>

Signature

Print Name

Title

BID BOND

(TO ACCOMPANY PROPOSAL)

**CONTRACT NO. 2019-01
Federal Aid Project No. HSIPL-5127 (034)
STONEMAN SAFETY IMPROVEMENTS PROJECT**

KNOW ALL MEN BY THESE PRESENT:

That we, _____
as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the **City of Pittsburg** in the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID PROPOSAL submitted by PRINCIPAL to the City of Pittsburg for the work described below for which payment well and truly to be made to said City, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the amount of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH;

That PRINCIPAL has submitted a bid proposal to the City of Pittsburg, to be opened in the Office of the City Clerk, 65 Civic Avenue, Pittsburg, California at **2:00 p.m. on Wednesday, November 17, 2021** for construction of **CONTRACT NO. 2019-01, FEDERAL AID PROJECT No. HSIPL-5127(037) PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS.**

If PRINCIPAL is awarded the Contract and presents to the City the properly executed Agreement (accompanied by the required bonds, certificates of insurance, and any other document required in the Contract Specifications) within the time and in the manner prescribed in the Contract Documents, then this obligation shall become null and void. In any other case, it shall be, and remain, in full force.

In the event suit is brought upon this Bond by the Obligee, and judgment is recovered, the SURETY shall pay all costs incurred by the Obligee in such suit, including any reasonable attorney's fees fixed by the Court.

The Bond **MUST** be signed by a Guaranty or Surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified by such company in said circular.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 2020.

PRINCIPAL:

SURETY:

BUSINESS MAILING ADDRESS:

The signature of those executing for the SURETY must be properly acknowledged.

SAMPLE CONTRACT DOCUMENTS

Certified Mail

Development Services Department
Office (925) 252-4930
Facsimile (925) 252-4814

(Date)

NOTICE OF AWARD

(_____ Inside Address _____)

Re: Contract No. 2019-01, Federal Aid Project No. HSIPL-5127(037) PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS

Dear _____:

The City Council of the City of Pittsburg considered and accepted your bid proposal for the above referenced contract in the amount of \$ _____ at it's meeting of _____

You are hereby requested to furnish this office with the required bond(s), insurance certificate and endorsements within ten (10) working days from the date of receipt of this *Notice of Award*. Any request for an extension of the above time must be in writing to, and approved by, the City Engineer.

If you fail to comply, your bid proposal will be considered abandoned and the proceeds from your bid bond will become the property of the City of Pittsburg.

A pre-construction meeting has been scheduled for _____, 2021, at _____ at the Civic Center, 65 Civic Avenue, Pittsburg, California, in the 1st Floor Conference Room.

Please contact this office with any questions that you may have.

Sincerely,

Richard Abono, P.E.
City Engineer

AGREEMENT

**CONTRACT NO. 2019-01
Federal Aid Project No. HSIPL-5127(037)
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS**

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the City of Pittsburgh, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor".

WITNESSETH:

ARTICLE 1 - For and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by said City and under the conditions expressed in the Faithful Performance and Labor & Materials Bond(s), bearing even date with these present, and hereunto annexed, Contractor agrees with City, at his own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by City, necessary to construct and complete in a good, workmanlike and substantial manner the work described in accordance with the Contract Plans and Specifications for **Contract No. 2019-01, Federal Aid Project No. HSIPL-5127(037) Project #2227, Traffic Signal Improvements**, which said plans and specifications are hereby specifically referred to, and by such reference made a part hereof.

ARTICLE 2 - City hereby employs Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the contract price stated herein, and hereby promises to pay the same at the time, in the manner and upon the conditions set forth herein; and said parties for themselves, their heirs, executors and administrators.

ARTICLE 3 - Contractor agrees to receive and accept the contract prices set forth in the attached Exhibit "A" as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for any loss or damage arising out of the nature of the work aforesaid, or from any action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until it is accepted by the City of Pittsburgh and for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Plans and Specifications, and the requirements of the City Engineer.

ARTICLE 4 - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen'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.

ARTICLE 5 - It is further expressly agreed by and between the parties hereto that the Notice to Contractors, Contract Proposal, Faithful Performance and Labor & Materials Bonds, Contract Plans, Contract Specifications and Standard Specifications are all essential parts of this Contract and are specifically referred to, and by such reference, made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control, each over the other, in the following order:

1. Permits from other agencies as required
2. Contract Change Orders and Supplemental Agreements
3. Approved revisions to the plans
4. Addenda
5. Contractor's Bid Proposal
6. Special Provisions
7. Reference Specifications
8. Project Plans
9. Standard Specifications
10. Standard Plans

Detailed plans will take precedence over general plans.

The Plans and Specifications and other contract documents will govern the work. The contract documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or vice versa, shall be as though shown and mentioned in both.

ARTICLE 6 - By my signature hereunder, as Contractor, I agree to correct and repair all construction work for a minimum of one (1) year from the date of acceptance by the City of Pittsburg against all defects. I also agree to furnish the City with a bond in the amount of 10% of the final contract price to remain valid for the duration of the correction and repair period. This correction and repair period shall not limit Contractor responsibility for any defects that may occur after the warranty period.

ARTICLE 7 - The work described in this Contract shall begin within ten (10) working days from the date the Notice to Proceed is received by Contractor; as determined by certified mail return receipt, and shall be diligently prosecuted to completion within the number of days stated in the Special Provisions. If the work items are not completed by the date specified, including any extension of time for excusable delays, as provided herein, the Engineer shall deduct from the Contract price One thousand and eight hundred Dollars and no cents (\$1,800.00) for each working day of delay beyond the date of completion until the work is completed, as authorized per Government Code Section 53069.85.

ARTICLE 8 - The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall

control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. In addition, the minimum Federal Wage Rates shall be incorporated into this contract. A copy of the Federal Wage Rates is attached to this contract as Exhibit "B".

ARTICLE 9 - Contractor, and any subcontractors, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 10 - Procedures for the Contractor to make claims for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled; or (3) the payment of an amount disputed by the City are set forth in Section 7-2.01 of the Special Provisions.

IN WITNESS WHEREOF, the City and the Contractor have caused the names of said parties to be affixed hereto, the day and year first above written.

CITY OF PITTSBURG:

CONTRACTOR:

GARRETT EVANS
CITY MANAGER

BY:

ATTEST:

ATTEST:

ALICE E. EVENSON
CITY CLERK

BY:

CONTRACT BOND

(COMBINED FAITHFUL PERFORMANCE AND LABOR & MATERIALS)

THAT WE, _____, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to do business in the State of California as a Surety, are liable, jointly and severally to the City of Pittsburg, County of Contra Costa, State of California, in the sum of _____ (amount in words) (\$_____).

The condition of this obligation is such that the Principal has entered into an Agreement with the City of Pittsburg, dated _____ for which the Principal agrees to complete certain work and to warranty and repair for a period of one year after City acceptance of the completion of the work in accordance with the Contract Plans and Specifications for **CONTRACT NO. 2019-01, FEDERAL AID PROJECT NO. HSIPL-5127(037), PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS.**

Principal is obligated to complete with work within the number of working days stated in the Special Provisions.

Should Principal fail to:

1. Perform all of the items required by the terms and conditions of the Plans and Specifications for **CONTRACT NO. 2019-01, FEDERAL AID PROJECT NO. HSIPL-5127(037), PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS;** or
2. Pay for any materials, provisions or other supplies used in or about the performance of the work, or for any work or labor of any kind, or for amounts due under the Employment Insurance Act with respect to labor or work; or
3. Correct and repair the work for a period of one year from the date of City of Pittsburg acceptance of the work as complete; or
4. Comply with any Federal, State or Local regulation;

Then Surety shall pay for each and every item which Principal fails to pay for, in an amount not to exceed the amount specified in this Bond.

Both Principal and Surety agree to pay reasonable attorney fees in case suit is brought upon this Bond and to pay the cost of such suit.

This Bond inures to the benefit of persons entitled to file claims under Section 119.21 of the Code of Civil Procedures so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Any alteration to the Contract Plans or Specifications for the work will not operate to relieve the Surety from the Liability of this Bond. Surety consents to any such alteration without further notice or consent and waives the provisions of Section 2819 of the Civil Code of the State of California.

The obligation of this Bond binds Principal and Surety jointly and severally, and their heirs, executors, administrators, successors and assigns in an amount equal to 100% of both performance of the work and all labor and materials in connection therewith.

This Bond shall be furnished as required by the terms of "An Act to Secure the Payment of the Claims of Persons Employed by Contractors upon Public Works, and the Claims of Persons who Furnished Materials, Supplies, Teams, Implements or Machinery Used or Consumed by Such Contractors in the Performance of Such Works and Prescribing the Duties of Certain Public Officers with Respect Thereto, Approved May 10, 1919, as Amended". All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the Contract may be made without securing the consent of Surety or Sureties on the Contract Bonds.

This Bond MUST be signed by a guaranty or surety company listed in the latest issue of U. S. Treasury Circular 570 or an admitted insurer through the California Department of Insurance and the penal sum shall be within the maximum amount specified for such company.

Signed and Executed This _____ Day of _____, 2021

PRINCIPAL:

SURETY:

Name and Title

Name and Title

Address:

Note: Signatures of those executing for Surety MUST be in writing.

Attach Notary Acknowledgment.

NOTICE TO PROCEED

CERTIFIED MAIL

Development Services Department
Office (925) 252-4930
Facsimile (925) 252-4814

(Date)

(_____ Inside Address _____)

**Re: Notice to Proceed
CONTRACT NO. 2019-01, FEDERAL AID PROJECT NO. HSIPL-5127(037)
PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS**

Dear _____:

Enclosed, please find your fully executed original copy of the contract for the above referenced project dated _____. You are hereby notified that the contract time will commence ten (10) working days from the date of your receipt of this "Notice to Proceed" and that all work is to be completed within NINETY (90) working days.

Please be reminded that in accordance with the specifications, within ten (10) working days from the date of your receipt of this "Notice to Proceed", you are required to furnish this office with a project schedule; schedule of values; a list of the sources of materials to be incorporated into the work; product and equipment data, shop drawings and submittals.

Under separate cover you should soon be receiving the Progress Payment Schedule form to be used for this Contract. This form is to be completed by you and submitted to this office by no later than the last working day of each month for review and approval for payment.

We are looking forward to working with you on this Contract. Please contact this office at (925) 252-4930 with any questions you may have.

Sincerely,

Richard Abono, P.E.
City Engineer

Enclosures:

CONTRACT CHANGE ORDER

City of Pittsburgh
Development Services Department

Contract Change Order No. _____

Contract No. _____ Title: _____

Contractor: _____

The above Contract has been modified as specifically stated herein. In all other respects, the Contract remains unaltered. The following change(s) is/are to be made to the Contract Documents:

Justification for Change:

Original Contract Amount		\$	_____
Prior Approved Change Order(s)	<Plus/Minus>	\$	_____
Contract Amount To Date		\$	_____
Amount This Change Order	<Plus/Minus>	\$	_____
NEW CONTRACT AMOUNT		\$	_____

Original Contract Calendar Days		_____
Days on Prior Approved Change Order(s)	<Plus/Minus>	_____
Total Calendar Days To Date		_____
Days This Change Order	<Plus/Minus>	_____
NEW CONTRACT DAYS		_____

CONTRACT COMPLETION DATE

Such descriptions and details required to amplify this change order are attached and incorporated herein by reference. Said attachment contains ____ page(s).

City and Contractor mutually agree that the payments and agreements herein are undisputed unless otherwise stipulated. For and in consideration of the payments and agreements herein, to be made and performed by City, Contractor agrees to release all claims against the City arising by virtue of work added, deleted, or otherwise changed and the related payments and agreements thereto as set forth herein.

STAFF RECOMMENDATION

Project Engineer Date

City Engineer Date

CHANGE ORDER APPROVAL

CITY

CONTRACTOR

City Manager Date

Authorized Agent Date

Title:

CERTIFICATES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES,
OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured’s officers, officials, employees and volunteers.
2. This insurance shall be primarily as respects the insured shown in the schedule above, or if excess, shall in an unbroken chain of coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled excepted after thirty days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

FOR _____ (The City)

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED	COMPANIES		BEST RATING		
	COMPANY LETTER A	_____	_____	_____	_____
	COMPANY LETTER B	_____	_____	_____	_____
	COMPANY LETTER C	_____	_____	_____	_____
	COMPANY LETTER D	_____	_____	_____	_____
	COMPANY LETTER E	_____	_____	_____	_____
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NAME	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT. OTHER _____				GENERAL AGGREGATE \$ PRODUCTS COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDICAL EXPENSE (Any one Person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE UNIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ STATUTORY \$ EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				AMOUNT OF INSURANCE \$
	PROPERTY INSURANCE COURSE OF CONSTRUCTION				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
<p>THE FOLLOWING PROVISIONS APPLY:</p> <ol style="list-style-type: none"> 1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below. 2. The City, it's officials, employees and volunteers are added as insureds on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above. 4. The City is named a loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the City. 6. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities. 					
CERTIFICATE HOLDER/ADDITIONAL INSURED			AUTHORIZED REPRESENTATIVE		
(CITY)			SIGNATURE _____		
			TITLE _____		
			PHONE NO. _____		

**CERTIFICATE OF INSURANCE
 SPECIAL ENDORSEMENT**

SUBMIT IN DUPLICATE

FOR _____ (The City)

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

PRODUCER TELEPHONE: _____	POLICY INFORMATION Insurance Company: Policy No.: _____ Policy Period: (from) _____ (to) _____
NAMED INSURED	OTHER PROVISIONS
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	EMPLOYERS LIABILITY LIMITS \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER CITY	AUTHORIZED REPRESENTATIVE __Broker/Agent __Underwriter __Other (Specify)_____ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone() _____ Date Signed _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR _____ (The City)

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

PRODUCER	POLICY INFORMATION Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE Included in Limits _____ In Addition to Limits _____ ____Deductible____Self-Insured Retention (check which) of \$ _____
TELEPHONE:	
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation/or lenancy of the named insured under all written agreement and permits in force with the City unless checked here _____. In which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ____ COMMERCIAL AUTO POLICY ____ BUSINESS AUTO POLICY ____ OTHER _____	OTHER PROVISIONS
LIMITS OF LIABILITY \$ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:	
<ol style="list-style-type: none"> INSURED. The City, its officers, employees, and volunteers are included as insured with regard to damages of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, or for which the Named Insured is responsible. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the Insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, employees, and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance of self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's Insurance and not contribute with it. CANCELLATION NOTICE. With respect to the interests of the City, this Insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. SCOPE OF COVERAGE. This policy affords coverage at least as broad as: <ol style="list-style-type: none"> If Primary, Insurance Services Office form umber CA0001 (ed. 1/87), Code 1 ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section(1). 	
Except as stated above, nothing herein shall be held to waive , alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER	
CITY	AUTHORIZED REPRESENTATIVE ____Broker/Agent __Underwriter __Other (Specify)____ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone(____) _____ Date Signed _____

CERTIFICATION OF CLAIM

I, _____, being the _____ (must be an officer) of _____ (general 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 claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the contractor believes the owner is liable; 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 and/or other severe legal consequences.

Signature

Date

SAMPLE

**CITY OF PITTSBURG
COMMUNITY DEVELOPMENT DEPARTMENT**

SPECIAL PROVISIONS

SECTION 1 - SPECIFICATIONS AND PLANS

1-1 General

Standard Specifications. - The Work hereunder shall be done in accordance with the City of Pittsburg Standard Details & Specifications (as included in the Appendices), and the State of California Standard Specifications dated 2018 and the Standard Plans dated 2018, issued by the California Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions:

1-1 Definitions and Terms - Unless the context otherwise requires, the terms listed and defined in Section 1 of the Standard Specification are amended as follows:

- 1-1.03 Acceptance** - The formal written acceptance by Resolution of the City Council of the City of Pittsburg of an entire contract which has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.
- 1-1.071 Bidding Documents** - A complete set of bound documents available from the office of the Engineer to be used by Bidder for the preparation and submittal of a bid for the work. The Bidding Documents include, *Notice to Contractors*, plans, specifications, proposal forms, and sample contract documents and addendums if any are issued by Engineer.
- 1-1.12 Days** - As used in these Special Provisions, the word day(s) shall mean working days. A working day shall be Monday through Friday, except holidays as recognized by the City of Pittsburg.
- 1-1.13 Department** - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.
- 1-1.15 Director** - The City Manager of the City of Pittsburg, State of California.
- 1-1.18 Engineer** - City Engineer of the City of Pittsburg, State of California designated by the City to have administrative control over the work acting either directly or through duly authorized agents acting within the scope of the particular duties delegated to them.

- 1-1.211 Freeway** - The word freeway shall mean a public thoroughfare for vehicular and pedestrian traffic including any alley, avenue, boulevard, cul-de-sac, drive, lane, parkway, road, or street.
- 1-1.24 Highway** - The word highway shall mean the whole right-of-way which is reserved for and secured for any use in constructing, operating, and maintaining any roadway and the appurtenances thereto.
- 1-1.25 Laboratory** - The consulting engineering firm or laboratory authorized by the Engineer to test materials and work involved in the contract. When a reference is made in the specifications to "Transportation Laboratory", the reference shall mean a Testing Company that listed in the City on- call listing.
- 1-1.255 Legal Holiday** - Those dates designated hereinafter in this part are City Holidays and Closures.

Martin Luther King Jr. Day	Monday, January 18
Lincoln's Birthday	Wednesday, February 10
Washington's Birthday	Monday, February 15
Cesar Chavez Day	Wednesday, March 31
Memorial Day	Monday, May 24
Independence Day	Monday, July 5
Labor Day	Monday, September 6
Columbus Day	Monday, October 11
Veterans' Day (observed)	Thursday, November 11
Thanksgiving Holidays	Thursday, November 25 <i>and</i> Friday, November 26
Winter Holiday Closure	Saturday, December 25-31
New Year's Day 2022	Monday, January 3

- 1-1.26 Liquidated Damages** - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City of Pittsburg or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.
- 1-1.271 Owner** - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.
- 1-1.272 Miscellaneous Terms** - Whenever in the Standard Specifications or these Special Provisions the following terms and abbreviations are used, the intent and meaning shall be interpreted as provided herein.
- Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning refer to actions, expressions, and prerogatives of the Engineer.
- Where certain requirements of the Standard Specifications or these Special Provisions are described with the words shall or must as a stipulation, it is mandatory that the requirements be met.
- Where the word should is used, it is considered to be advisable, recommended but not mandatory.
- The word may means a permissive condition.
- 1-1.275 Office of Structure Design** - The Office of the City Engineer of the City of Pittsburg. When the specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to: Office of the City Engineer, 65 Civic Avenue, Pittsburg, California 94565.
- 1-1.39 State** - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.
- 1-1.40 State Contract Act** - All applicable provisions of the Public Contract Code (excluding Chapter(s) 1, 2, 3, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes.

Wherever in the Standard Specifications or these Special Provisions the terms are used, the definitions shall be as set forth herein above.

1-2 Preliminary Matters

- 1-2.01 Legal Address of the Owner** - The official address of the owner shall be City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565, or such other address as the Owner may subsequently designate in written notice to the Contractor.
- 1-2.02 Legal Address of the Engineer** - The official address of the Engineer shall be City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565, or such other address as the owner may subsequently designate in written notice to the Contractor.
- 1-2.03 Legal Address of the Owner's Project Representative** - The name and address of the Owner's designated Project Representative shall be City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565 or such other address as the Project Representative may subsequently designate in writing to the Contractor.
- 1-2.04 Notification** - The Contractor shall notify the City of Pittsburg and the owners of all utilities and substructures, not less than 2 working days prior to the starting of construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

City of Pittsburg, Engineering Department	(925) 252-4930
City of Pittsburg, Public Works Department	(925) 252-4936

- END OF SECTION -

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 General

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions", of the Standard Specifications, and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors", of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty", of the Standard Specifications will be found following the signature page of the Proposal.

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

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

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

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-2 Federal Lobbying Restrictions

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

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

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

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

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

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

2-3 Disadvantaged Business Enterprise (DBE)

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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

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

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

a. DBE Commitment Submittal

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

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00p.m. on the 5th calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within five (5) calendar days of the request.

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

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

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00p.m. on the 5th calendar day after bid opening.

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

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

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

- Notify the Engineer of any changes to its anticipated DBE participation
- Provide this notification before starting the affected work
- Maintain records including:

Name and business address of each 1st-tier subcontractor

- Name and business address of each 1st-tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

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

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

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

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

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

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

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

2-4 Female and Minority Goals

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

The nationwide goal for female utilization is 6.9%.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
179	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

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

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

2-5 Proposal Forms

Prospective bidders will be furnished with Bidding Documents for a non-refundable deposit. The Bidding Documents include a proposal form which will refer to the Special Provisions and project Plans for the work to be done and will include a schedule of items for which bid prices are asked, showing the approximate estimate of the various quantities and kinds of work to be performed or materials furnished. The Plans furnished with the Bidding Documents consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given in the Bidding Documents shall be in writing.

City and Engineer in making copies of Bidding Documents available do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant approval for any other use.

Bidding Documents may be obtained from the office of the City Engineer at the Civic Center, 65 Civic Avenue, Pittsburg, CA.

2-6 Supplementary Information

Any supplementary information; including as-built drawings, design calculations, foundation and site studies, project reports and other data in connection with the investigation, design, construction and maintenance of prior projects, which may be made available by City for inspection by Bidders in accordance with the provisions of Section 2-1.03, "Examination of Plans, Specifications, Contract and Site of Work", of the Standard Specifications shall not be a part of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any such supplementary information or reliance on interpretations, opinions or information contained in such reports or shown or indicated in such drawings. Bidder is cautioned to make any independent investigation and examination as they it deems necessary to be satisfied as to the conditions to be encountered in the performance of the work.

2-7 Interpretations and Addenda

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by State or Engineer. All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to be delivered by mail or by electronic means (facsimile) to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by the City or the Engineer.

2-8 Examination of Documents and Site

- A. Reports and Drawings: The Special Provisions will identify technical data and additional information available including:
 - 1. Any reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
- B. Subsurface and Physical Conditions: Copies of reports and drawings of Subsurface and Physical Conditions will be made available by Engineer to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.
- C. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to City and Engineer by owners of such Underground Facilities, including City, or others.

- D. The Special Provisions identify those reports and drawings, if any, relating to Hazardous Environmental Conditions at the Site, that Engineer has used in preparing the Bidding Documents.
3. Copies of reports and drawings of Hazardous Environmental Conditions will be made available by Engineer to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in the Special Provisions has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in California Government Code § 4215. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated on the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in California Public Contract Code § 7104.
- F. On request, Engineer will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

2-9 Substitute and "Or-Equal" Items

Attention is directed to the provisions of subparagraph 6-1.05 "Trade Names and Alternatives", of these Special Provisions pertaining to the substitution of "or-equal" items.

2-10 Preparation of Bid

The Proposal Forms are included with the Bidding Documents. Additional copies may be obtained as noted in the Notice to Contractors. The following requirements apply to the completion of the bid form:

- A. All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered.
- B. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary

or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- C. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- D. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- E. A Bid by an individual shall show the Bidder's name and official address.
- F. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- G. All names shall be typed or printed in ink below the signatures.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the Bid.
- I. The address and telephone number for communications regarding the Bid shall be shown.

2-11 Obligation of Bidder

It is the obligation of each Bidder before submitting a bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents. Review the project geotechnical report;
- B. Visit the site and become familiar with and satisfy Bidder as to the general local and site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Obtain and carefully study (or assume responsibility for doing so) any additional or supplementary information which may affect cost, progress, or performance of the Work or which relate to any aspect of the mean's, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

- F. Become aware of the general nature of the work to be performed by State and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents;
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work; and
- J. Bidders shall submit a Bid on a unit price or lump sum basis item as indicated in the Bid Schedule for each item of Work listed. Bids are to be submitted for the entire work, including any Additive Alternate Items that may be listed in the Bid Schedule. The Bid prices shall include such amounts as the Bidder deems proper for overhead and profit.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this subparagraph, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

2-12 Pre-Bid Conference

A pre-bid conference, if held, will be on the date, and at the time set forth in the Contract Schedule included in the bidding documents.

2-13 Bid Security

- A. In accordance with the requirements of Sections 20170 –20174 of the California Public Contract Code, a Bid must be accompanied by Bid security in an amount of 10% of Bidder's maximum Bid price and in the form of:
 - 4. Cash
 - 5. Cashier's check made payable to the City
 - 6. A certified check made payable to the City
 - 7. A bidder's bond executed by an admitted surety insurer made payable to the City
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and

met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents including the required bonds and insurance within 10 days after the Notice of Award, CITY may annul the Notice of Award and the Bid security of that Bidder will be forfeited. ENGINEER may retain the Bid security of other Bidders whom ENGINEER believes to have a reasonable chance of receiving the award for a reasonable length of time after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- C. Bid security of other Bidders whom ENGINEER believes do not have a reasonable chance of receiving the award may be returned within ten days after the Bid opening.

2-14 Preparation of Bid

- A. The Proposal form is included with the Bidding Documents. Additional copies may be obtained as set forth in the Notice to Contractors / Invitation to Bid.
- B. Completed the Bid Schedule by printing neatly in ink or by using a typewriter. A bid price shall be indicated for each Bid Schedule item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered as may be appropriate. Fill in all blank spaces on the Bid Schedule
- C. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in the Special Provisions.
- D. The Bid must be properly signed.
 - 8. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - 9. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
 - 10. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - 11. A Bid by an individual shall show the Bidder's name and official address.
 - 12. A Bid by a joint venture shall be executed by each party to the joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- E. All names and titles shall be type written or neatly printed in ink below the signatures.

- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- G. The address and telephone number of the Bidder for communications regarding the Bid shall be entered in the space provided in the Proposal.
- H. The Bid shall contain evidence of Bidders authority and qualification to do business in California. Bidder's state contractor license number and "Class" shall also be shown on the Bid Form.
- I. Each bidder, and any subcontractor listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a).
- J. Pursuant to the provisions of Section 6707, California Labor Code, Bids shall contain, as a Bid item, the cost for 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.

2-15 Submittal of Bid

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Contractors / Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked "BID ENCLOSED" with the Project title, date and time of the bid opening (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the bid security, signed addenda (if any), and other required documents.

Proposal forms may be separated from other bidding documents and submitted.

If a Bid is sent by mail, express service, or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". Bidders are cautioned that mail and deliveries by express and other delivery services are received at a mailroom for sorting and internal distribution. To be considered for award, a Bid must be received at the designated office no later than the date and time of the public bid opening indicated in the Notice to Contractors/Invitation to Bid. Any bid received after the public bid opening shall not be opened. Postmarks, receipts, acknowledgments or other verification of service shall not be accepted.

2-16 Modification and Withdrawal of Bid

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

Unauthorized conditions, limitations, or modifications attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid Forms shall be without interlineations, alterations, or erasures. The Bidder shall initial any changes or corrections on the Bid. Alternative Bids will not be considered unless

expressly called for in Proposal or Special Provisions, Invitation to Bid. Oral, telegraphic, faxed or telephone Bids or modifications will not be considered.

In accordance with Sections 5101 and 5103, California Public Contract Code, withdrawal of Bids may be permitted if mistakes are made in filling out the Bid but will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the drawings, specifications, and other Contracts Documents.

In the event Bidder alleges that a clerical error has been made in the list of subcontractors, the procedures for substitution shall be provided in accordance with Section 4107.5, California Public Contract Code.

2-17 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.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3-1 General

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract", of the Standard Specifications, and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City Engineer, City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: City Engineer, City of Pittsburg, 65 Civic Avenue, Pittsburg, California 94565.

3-2 Submission of DBE Information

A "Local Agency Bidder – DBE Information (Construction Contracts), Exhibit 15-G2" form will be included in the Proposal to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder – DBE Information (Construction Contracts), Exhibit 15-G2" form shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provide by each, and the dollar value of each DBE transaction. When 100% of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE shall describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

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

The "Local Agency Bidder – DBE Information (Construction Contracts), Exhibit 15-G2" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

3-3 Payee Data Record Form

A "Payee Data Record Form" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Agency as provided herein will result in the retention of 31% of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

3-4 Award of Contract

The right is reserved to reject any and all proposals, including without limitation, nonconforming, non-responsive, unbalanced, or conditional proposals. The City further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. City reserves the right to waive any informality.

The award of contract, if it be awarded, will be to the lowest responsible and responsive bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within thirty (30) days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the City and the bidder concerned.

Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Base Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination. In the case of two or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

3-5 Evaluation of Proposal

In evaluating a proposal, Engineer will consider whether or not the proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the proposal or prior to the Notice of Award.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

- A. Bidders shall submit a price for each item of Work listed in the Bid Schedule. Bids are to be submitted for the entire work, including Alternates, if any, listed on the Bid Schedule except as may otherwise be noted.
- B. The basis of the evaluation of a bid will be the total amount of all the base bid items on the contract Bid Schedule. The City will determine which Alternates, if any, will be awarded for construction based upon predetermined priorities and

budget. Alternate items are listed in the Bid Schedule in the order in which the alternate items will be considered for award, if any alternates are awarded.

- C. The total of all estimated prices will be determined as the, sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with the Special Provisions.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between amount given in figures and in words (if required) will be resolved in favor of the words.

3-6 Bidder Qualifications

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

- A. The low bid will be the Bid with the lowest total for the base bid item(s) as determined by summing the products of the listed quantities and unit prices and the lump sum prices for each base bid item.
- B. Responsive Bidder: Means a Bidder who has submitted a Bid that conforms in all material respects to the Bidding Documents.
- C. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
 - 13. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
 - 14. A record of integrity based upon review of the "Technical Ability and Experience Statement";
 - 15. A record of successful completion defined as: completion of a project within a reasonable time and budget based upon the "Technical Ability and Experience Statement";
 - 16. Qualified legally to contract with the CITY, and;
 - 17. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
- D. The Bidder shall be licensed to do business in the State of California as a contractor in accordance with the Business and Professions Code at the time that the Contract is awarded. **The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).** The "Class" of license required is set forth in the Notice to Contractors. Questions concerning contractor licensing may be referred to the Contractors' State License Board.

- E. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- F. In evaluating Bidder, Engineer will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Proposal.
- G. Engineer may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

3-7 Contract Bonds

The successful bidder shall, simultaneously with execution of the contract, furnish a combined surety bond in favor of the City of Pittsburgh to secure the faithful performance of the contract and payment for labor, materials, equipment and supplies furnished for the work, each in an amount equal to 100% of the total contract bid price.

Surety on said bond shall be satisfactory to the City Attorney.

In lieu of a combined surety bond, separate bonds in amounts equal to 100% of the total contract bid price for faithful performance and 100% of the total contract bid price for payment of labor, materials, equipment and supplies furnished for the work may be substituted.

All alterations, extensions of time, extra and additional work, and other changes authorized by these Specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

3-8 Execution of Contract

If the Agency awards the contract, the award is made to the lowest responsible bidder.

City shall issue a written Notice of Award to the Successful Bidder. Said notice shall be accompanied by the required number of unsigned counterparts of the Agreement and other documents that are identified in the Agreement as attached thereto. Within ten (10) calendar days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Engineer.

Successful bidder may request in writing to Engineer, an extension of the time allowed to sign and deliver the required documents. Approval of any extension of time shall be at the sole discretion of the Engineer.

Failure to sign and deliver the required the required documents may result in forfeiture of bid security.

These Special Provisions set forth the City's requirements as to surety bonds and insurance. When the Successful Bidder delivers the executed Agreement to City, such bonds and insurance must accompany it.

Section 3.5 of the Standard Specifications shall be amended to read as follows:

3-9 Return of Proposal Guarantee

The CITY may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

3-10 Termination of Contract

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified, plus any extensions thereof, the City, by written notice to the Contractor, may terminate this Contract and the Contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute the same to completion, and the Contractor shall be liable to the City for any additional cost incurred by the City in its completion of the work, and the Contractor shall also be liable to the City for liquidated damages for any delay in the completion of the work. If the Contractor's right to proceed is terminated, the City may take possession of, and utilize in completing the work, such materials, tools and equipment as may be on the site of the work necessary therefor.

3-11 Title VI Assurances

The CITY may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

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

- A. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- 18. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - 19. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

3-12 Use of United States-Flag Vessels

The CONTRACTOR agrees-

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To Furnish within twenty (20) days following the date of loading for shipments originating within the United State or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph one (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SECTION 4 - SCOPE OF WORK

4-1 General

The provisions of Section 4, "Scope of Work - Changes in Work", of Part 1 of the City of Pittsburgh Standard Specifications shall apply. The City reserves the right to add or delete portions of work in any part of the City, the City may add or delete work on entire streets or portions of streets.

The amount of work specified in the Bid Schedule is not guaranteed. Quantities shown in the Bid Schedule are estimated quantities only and are given for the purpose of bid analysis. The actual quantities may vary from those quantities shown.

4-2 Description of Work

The work of this Contract includes, but not limited to, construction of traffic signal hardware improvements along various citywide intersections throughout the City. The improvements include removing and salvaging of existing traffic signal controller cabinets and furnishing and installing NEMA Type P44 TS1 controller cabinet assembly on the existing foundation, removing and salvaging traffic signal controllers and installation of City-furnished Model 980 ATC controllers, removing and becoming the property of the contractor existing 8" vehicle signal heads and replacing it with a 12" signal head and framework, removing and becoming property of the contractor existing pedestrian signal head modules and replacing them with countdown pedestrian signal head modules, and furnishing and installing Battery backup units and cabinets on side of the new controller cabinet; and all other work necessary for a complete project in accordance with the Plans and Specifications.

As a first order of work the Contractor must submit to the Engineer a written proof of placing an order for the controller cabinets within 5 working days from the contract award.

SECTION 5 - CONTROL OF WORK

SECTION 5 - 1 GENERAL

5-1.1 Labor Nondiscrimination

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination", of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.2 Prevailing Wage

Attention is directed to Section 7-1.01A(2), "Prevailing Wage", of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565.

In addition, the payment of predetermined minimum wage rates on Federal-aid contracts is derived from the Davis-Bacon Act of 1931 and is prescribed by 23 USC 113. The federal minimum wage rates are available directly from the Department of Labor Home Page under www.gpo.gov/davisbacon. Click on "Browse all determination by State" then click on "California." It shall be the Contractor's responsibility to comply with the minimum wage requirements of the Davis-Bacon Act.

5-1.3 Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety", of the Standard Specifications and these Special Provisions.

5-1.4 Inspection / Access to Site

The Engineer, or his authorized representative, shall, at all times, have access to, and be permitted to observe and review all work, materials, equipment and other relevant data and records pertaining to this Contract.

When the work is substantially complete, the Contractor shall notify the Engineer that the work is ready for final inspection. Otherwise, the final inspection will be made on the working day prior to the completion of the Contract.

5-1.5 Buy America Requirements

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the 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 of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

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

Production includes:

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

5-1.6 Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays", of the Standard Specifications.

5-1.7 Subcontractor and DBE Records

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of DBE, First Tier Subcontractors" Form CEM-2402(F), see Appendix "D" of these Special Provisions, and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F), see Appendix "D" of these Special Provisions.

5-1.8 DBE Certification Status Change

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

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F), see Appendix "D" of these Special Provisions, indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within ninety (90) days from the date of contract acceptance.

5-1.9 Performance of Subcontractors

The subcontractors listed by the Contractor in the Proposal shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 1½% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

DBEs must perform work or supply materials as listed in the "Local Agency Bidder – DBE Commitment" form specified under Section 2-1.02, "Disadvantaged Business Enterprise (DBE)", of these Special Provisions. The Contractor shall not terminate a DBE listed subcontractor for convenience and perform the work with its own forces or obtain materials from other sources without prior written authorization from the City.

The City grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

- A. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- B. The Contractor stipulates a bond is a condition of executing the subcontract and the listed DBE fails to meet the Contractor's bond requirements.
- C. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
- D. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- E. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- F. Listed DBE delays or disrupts the progress of work.
- G. Listed DBE becomes bankrupt or insolvent.

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

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

The City does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

5-1.10 Subcontracting

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

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

The Contractor shall perform work equaling at least 30% of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

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

The Contractor shall submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form.

The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' website.

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

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

5-1.11 Prompt Progress Payment to Subcontractors

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

5-1.12 Prompt Payment of Funds Withheld to Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.13 Partnering (Not Used)

5-1.14 Differing Site Conditions

- H. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- I. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- J. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- K. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

5-1.15 Suspensions of Work Ordered by the Engineer

- A. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- B. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- D. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

5-1.16 Significant Changes in the Character of the Work

- A. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- D. The term "significant change" shall be construed to apply only to the following circumstances:

20. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
21. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125% or decreased below 75% of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

5-1.17 Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the bid prices for other items of work and no additional compensation will be allowed therefor.

SECTION 5 - 2 ORDER OF WORK

5-2.1 General

- A. As a first order of work the Contractor must submit to the Engineer a written proof of placing an order for the controller cabinets within 5 working days from the contract award.
- B. Contractor shall not start work until after receipt of notice to proceed, issued by the City Engineer. The notice to proceed shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the Contractor.
- C. Unless otherwise provided, the Contract time shall commence upon the date of the Contractor's receipt of a written Notice to Proceed when said Notice is delivered in person or deposited in the mail (certified or registered).
- D. The Contractor shall submit a Construction Schedule to the Engineer for approval in accordance with the provisions of Section 8-7, "Construction Schedule", of these Special Provisions.
- E. Within ten (10) working days of receipt of a "Notice to Proceed", the Contractor shall submit to the Engineer for approval, all drawings, brochures or catalog sheets for all manufactured equipment, products and materials to be utilized in accordance with the requirements of these Special Provisions.
- F. Within ten (10) working days of receipt of any approved submittal, the Contractor shall submit to the Engineer, written documentation that an order for the material or equipment item has been placed and accepted and the estimated delivery date.
- G. Contractor shall plan, schedule and prosecute the Work in a manner to minimize public inconvenience; potential hazards; and to restore streets, sidewalks and other work areas to the ordinary and intended use as soon as practicable.
- H. Order of work and sequence of operations shall conform to the provisions in Section 5-1.05, "Order of Work", of the Standard Specifications and Sections 8-6, "Construction Schedule", and 015000, Article 1.5, "Stage Construction", of these Special Provisions and the Stage Construction Diagram included in the Contract Plans.
- I. The Contractor shall perform the work in a sequential order, as specified in these Special Provisions and as approved by the Engineer. Work on any subsequent item of work or location shall not proceed until all the prior work has been completed to the satisfaction of the Engineer. Multiple tasks or work at multiple locations may be performed concurrently as approved by the Engineer.
- J. Contractor shall perform installation of signal video detection systems and lower all required utility boxes prior to cold planing the roadway.

5-2.2 Measurement and Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the bid prices for other items of work and no additional compensation will be allowed therefor.

SECTION 5 - 3 MATERIAL AND EQUIPMENT STORAGE

5-3.1 Material and Equipment Storage

The Contractor's attention is directed to the requirements of Part 1, Section 6-15, "Storage of Materials, Temporary Equipment", of the City of Pittsburgh Standard Specifications. Storage within the traveled right-of-way is subject to all of the requirements as set forth in the General Special Provisions, Technical Special Provisions and Standard Specifications relating to public safety, public convenience, maintenance of the site of the work, and the operation and maintenance of the right-of-way.

The Contractor shall develop a temporary construction staging area for the storage and operation of construction equipment and supplies. The staging area shall be located on a portion of paved public roadway adjacent to the project site. No staging of equipment or material will be permitted on any unpaved area or private property.

The Contractor shall submit a plan describing the construction staging area to the Engineer for approval. The Contractor shall not permit any waste or damage to be done to the staging area and shall maintain the area in good condition, free of litter and debris. Upon completion of the work, the area shall be restored to its pre-construction or better condition, including the repair of any damaged pavement, curbs, markings, or other public infrastructure components.

SECTION 6 - CONTROL OF MATERIALS

The following modifications, deletions, additions, or other changes shall be made to the indicated articles, paragraphs, and sub-paragraphs of Section 6 of the Standard Specifications.

Section 6-1.01, "Source of Supply and Quality of Materials", of the Standard Specifications is deleted and replaced by the following:

6-1.1 Source of Supply and Quality of Materials

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Specifications to be furnished by the City and materials furnished by the City in conformance with the provisions in Section 9-1.03, "Force Account Payment", of the Standard Specifications.

Only materials conforming to the requirements of the Specifications shall be incorporated in the work.

The materials and products furnished and incorporated in the work, except as may be provided elsewhere in these Specifications or on the Plans. The materials and products shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the Plans and Specifications.

Materials and products to be incorporated in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative. The Contractor shall furnish without charge such samples as may be required.

Within ten (10) calendar days after the date of Contractor's receipt of a written Notice to Proceed, the Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a form of Contractor's choice and shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the City shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by the Contractor.

6-1.1.1 Material and Equipment Submittals

This section encompasses the requirements and procedures for submitting shop drawings, product data, and samples relating to the materials and articles as specified in individual sections.

Unless the context otherwise requires, the terms listed and defined below shall apply to this section:

- A. Manufacturer's Instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product. Manufacturer's Instructions are not prepared especially for the Work.
- B. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Project to illustrate some portion of the Work.
- C. Product Data: Illustrations, standard schedules, performance charts, brochures, diagrams and other information to illustrate materials or equipment for some portion of the Work.
- D. Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- E. Special Samples: Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged, and will be incorporated in the Work.

Furnish submittals in ample time for each to serve the submittals' intended purpose.

Furnish submittals for materials, products, equipment, and such articles that are specified or otherwise required for the construction, operation, and maintenance of the Work.

Deliver each submittal under an acceptable transmittal form that identifies:

- A. Submittal date
- B. Submittal number
- C. Project No. and title
- D. Prime Contractor
- E. Subcontractor and major supplier, when appropriate
- F. Reference submittal to Plans by drawing number, detail, and/or specification section numbers, as appropriate
- G. Variations from Contract when variations are included in submittal
- H. Submit specified number of copies of each submittal.
- I. Provide or furnish products and execute the Work in accordance with accepted submittals, unless in conflict with the Plans and Specifications.

The failure of the City or Engineer in any one or more instances to insist upon strict performance of any of the terms of the Plans and Specifications to exercise any option therein conferred or reserved, shall not be construed as a waiver or relinquishment by City or Engineer to any extent of the right to assert or rely upon any such terms or option on any future occasion or at any future time.

6-1.1.2 Shop Drawings, Product Data, and Samples

Within ten (10) calendar days after the date of Contractor's receipt of a written Notice to Proceed, Contractor shall submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show that materials, equipment, and products proposed to be furnished are in compliance with specified requirements.

The following list of required submittals is provided for the Contractor's convenience. It shall not be construed as all inclusive and does not diminish the Contractor's obligation to furnish submittal information on all aspects of the work to be performed:

The Contractor shall provide six (6) copies of following submittals to the Engineer.

- A. Construction Site Best Management Practices (BMP's) Action Plan, Water Pollution Control Program (WPCP) and Storm Drain Inlet Protection Plan
- B. Detailed project construction schedule
- C. Proposed staging / storage area plan
- D. List of Contractor's emergency phone numbers
- E. Field supervisor's mobile phone and pager numbers
- F. Sources of materials and locations at which the materials will be available for inspection
- G. Traffic control plans
- H. Traffic control supervisor's proof of certification
- I. Traffic signal heads
- J. McCain Yellow retroreflective border Backplates
- K. Pedestrian signal head modules
- L. Controller cabinet
- M. Battery backup system
- N. Battery backup cabinet
- O. Network switch
- P. Accessible Pedestrian Signal System
- Q. Video detection system

Contractor shall be responsible to check, verify, and revise submittals as necessary to bring them into conformance with Plans and Specifications and actual field conditions.

- A. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.

- B. Coordinate individual submittal with other product data and with the requirements of the Plans and Specifications.

After completion of checking, verification, and revising, the Contractor shall stamp, sign and date submittals indicating its review and approval; and submit to CITY.

- A. Stamp and signature indicates Contractor has satisfied its responsibilities for shop drawing review and constitutes Contractor's written approval of shop drawing.
- B. Shop drawings and product data without Contractor's written approval will be returned for resubmission.

Shop Drawings: Submit a minimum of three (3) copies. The City will retain two (2) copies. Unless additional copies are submitted, one (1) copy will be returned with reviewer's comments and stamp.

Product Data and Manufacturer's Instructions: Submit a minimum of three (3) copies. Excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with Plans and Specifications.

- A. The City will retain two (2) copies. Unless additional copies are submitted, one (1) copy will be returned to Contractor with reviewer's comments and stamp.

Samples: Submit two (2) samples labeled with reference to applicable Plans and Specifications. Label will be returned with reviewer's selection when appropriate, comments and stamp. Samples will not be returned unless return is requested in writing and additional sample is submitted.

Special Samples: Submit two (2) samples labeled with reference to applicable Contract Documents. Sample and one (1) label will be returned for installation in the Work.

Assume risk of expense and delays when proceeding with work related to required submittals without review and acceptance.

6-1.1.3 Manufacturer's Instructions

Submit manufacturer's instructions whenever made available by manufacturers and when installation, erection, or application of product or equipment in accordance with manufacturer's instructions, are required by the Specifications.

Submit manufacturer's instructions prior to installation, erection, or application of equipment and other project components.

Submit manufacturer's instructions in accordance with requirements for product data.

6-1.1.4 City's Review

City's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Plans and Specifications. Neither shall City's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective material, equipment or work.

The purpose of submittals is to demonstrate how Contractor intends to conform with the Plans and Specifications and design concepts. No approved submittal shall be deemed to be a part of Contract.

City's review of submittals, shop drawings, samples, or test procedures will be only for compliance with requirements indicated on the Plans or set forth in the Specifications and for general conformance with design concepts.

A. City's Review Does Not Extend To:

22. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
23. Contractor's means, methods, techniques, sequences, or procedures except when specified or indicated on the Plans.
24. Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.

Except as may be provided in subsequent Specifications, a submittal will be returned within ten (10) days as either "No Exceptions Taken", "Approved as Noted", "Make Corrections Noted", "Amend - Resubmit", or "Rejected - Resubmit" or an appropriate combination.

- A. When a submittal cannot be returned within that period, City will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.

Revise and correct submittals returned as "Amend - Resubmit" or "Rejected - Resubmit" and resubmit. Direct specific attention in writing to revisions other than the corrections called for by City on previous submittals.

City will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Plans and Specifications or Laws and Regulations.

Costs incurred by City as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor. Reimbursement to City will be made by deducting such costs from Contractor's subsequent partial payments.

6-1.1.5 Minor or Incidental Products and Equipment Schedules

Shop Drawings of minor or incidental fabricated products will not be required, unless requested.

Submit tabulated lists of minor or incidental products showing the names of the manufacturers and catalog numbers, with Product Data and Samples as required to determine acceptability.

Section 6-1.02, "State Furnished Materials", of the Standard Specifications is deleted and replaced by the following:

6-1.2 City Furnished Materials

The City of Pittsburgh will furnish the Model 980 ATC controllers to the Contractor for installation at the locations shown in the plans. Contractor shall pickup and deliver the controllers from the Corporate yard to each intersection for installation. Coordinate with the City Inspector and provide 48 hours' notice on date and time picking up controllers.

City is not responsible for damages caused by the Contractor during delivery or installation of the controller in the new cabinet.

Section 6-1.05, "Trade Names and Alternatives", of the Standard Specifications is deleted and replaced by the following:

6-1.3 Trade Names and Alternatives

Whenever a material, product, thing or service is specified or described by brand or trade name in the Contract Documents, the specification or description is intended to establish the type, function, appearance, and quality required. The appearance of manufacturer and product brand or trade names, details of materials or services, or product descriptions in either the Plans or the Specifications do not constitute an endorsement of it by the Engineer or the City. Unless the specification or description contains or is followed by words reading "no like", "equivalent", or "or-equal" item or "no substitution is permitted", other items of material or equipment may be submitted to Engineer for review under the circumstances set forth in these Special Provisions.

- A. Pursuant to the requirements of Section 3400 of the California Public Contract Code, in those cases involving a unique or novel product application required to be used in the public interest, or where a material, product, thing or service is specified by brand or trade name and only one brand or trade name is known to the City where, the Engineer shall allow a period of time of ten (10) working days after Contractor's receipt of the Notice to Proceed for submission of data substantiating a request for a substitution of "an equal" item.

25. "Or-Equal" Items: The procedure for submission and requirements of any such application by Contractor shall be as set forth herein. The Engineer will consider the application as set forth herein.

- a. Contractor shall first make written application to Engineer for review of a proposed "or-equal" item of material or equipment that Contractor seeks to furnish or use. The application shall contain sufficient data to allow Engineer to determine that the item of material or equipment proposed is physically and functionally equal to that named. Data shall include complete dimensions, calculations, technical Specifications, samples, and published documents relating to the performance and physical characteristics of the proposed "or-equal" item. Requests for review of proposed "or-equal" items of material or equipment shall not be accepted by Engineer from anyone other than Contractor.
- b. If in Engineer's sole discretion an item of material or equipment proposed by Contractor is physically and functionally equal to that named and sufficiently similar so that no change in the related work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this, a proposed item of material or equipment will be considered physically and functionally equal to an item so named if:

- In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - Contractor certifies that: (i) there is no increase in cost to the City; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Plans and Specifications.
- B. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item in accordance with paragraph A above, it may be considered as a proposed substitute item.
26. The procedure for review by Engineer will be as set forth in subparagraph 2 below, as may be supplemented in these Special Provisions and as Engineer may decide is appropriate under the circumstances.
27. Contractor shall first make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use.
- a. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified.
 - b. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of contract completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated.
 - d. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

- C. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in paragraph B above.
- D. **Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this Section. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved submittal or Shop Drawing for an "or-equal." Engineer will advise Contractor in writing of any negative determination.
- E. **Special Guarantee:** Engineer may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- F. **Engineer's Cost Reimbursement:** Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitute proposed or submitted by Contractor pursuant to subparagraph B and in making changes in the Contract Documents (or in the provisions of any other direct contract with City for work on the Project) occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse City for the charges of Engineer and Engineer's Consultants for evaluating each such proposed substitute.
- G. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense."

The following additional paragraph 6-1.10 shall be inserted at the end of Section 6-1 of the Standard Specifications.

6-1.10 Quantities

Contractor shall submit, with its billing invoice, a corrected list of quantities, verified by the Engineer, for items shown in the unit price Bid Schedule.

6-1.11 Quality Assurance

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 7 - 1 INSURANCE

7-1.1 Requirements

A. Insurance Requirements for Contractors

The Contractor shall procure and maintain for the duration of this Contract:

28. Insurance 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, his agents, representatives, employees or subcontractors.

The cost of such insurance shall be included in the Contractor's bid proposal.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

29. Insurance Services Office General Liability coverage (occurrence form CG 0001).

30. Insurance Service Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto); and

31. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance.

C. Minimum Limits of Insurance

Contractor shall maintain no less than:

32. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project / location or the general aggregate limit shall be twice the required occurrence limit.

33. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.

34. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, agents 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.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

35. The City, its officers, officials, employees, agents and volunteers are to be covered as insured with respect to liability arising out automobiles owned, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.
36. For any claims related to this project, 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 Contractor's insurance and shall not contribute with it.
37. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Workers' Compensation & Employers' Liability Coverage

38. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the employers' liability policy which arise from work performed by the Named Insured for the City.
39. The insurance shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

G. Verification of Coverage

The Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements are to be on forms provided by the City or on other than the City's forms, provided those endorsements are to be received and approved by the City before work commences. All endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7-1.2 Personal Liability

Neither the Engineer, nor any other officer or authorized employee or agent of the City, nor any authorized officer or employee of the State, County or any District shall be personally responsible for any liability arising under or by virtue of this Contract.

SECTION 7 - 2 CLAIMS

7-2.1 Construction Claims

- A. Notwithstanding any other provision of these Special Provisions or Contract Documents, this section shall govern any claim by the Contractor for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled; or (3) the payment of an amount disputed by the City.

Contractor may submit to City a claim for any of the three above-referenced matters. Contractor shall provide City with reasonable documentation necessary to support its claim. Contractor shall submit its claim by registered mail or certified mail, return receipt requested.

The City, within forty-five (45) days of its receipt of the claim, unless such time is extended as referenced in this section, shall conduct a reasonable review of the claim and provide Contractor with a written statement identifying what portion of the claim the City disputes and what portion the City does not dispute.

The forty-five (45) day period referenced herein may be extended by mutual agreement of the City and Contractor or, if the City Council's approval is necessary to provide the Contractor with such a written statement, and the City Council does not meet within the 45-day period, the City shall have three (3) days following the City Council's next duly noticed public meeting to provide the Contractor with the written statement.

Payment on any undisputed portion of the claim shall occur within sixty (60) days of the City issuing the written statement.

If the City does not respond within the required time period, the claim shall be deemed rejected in its entirety.

If Contractor disputes the City's written statement as to of any portion of the claim, or if the City fails to respond within the specified time period, Contractor may demand in writing an informal conference to meet and confer for settlement of the dispute. Upon receipt of such demand by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) days, to settle the dispute. Within ten (10) business days of the conclusion of the meet and confer conference, the City shall provide Contractor with a written statement identifying the portion and amount of the claim that remains in dispute, if any. If the City does not respond within the required time period, the entire claim shall be deemed to remain in dispute. The City shall pay any portion of the claim that is undisputed after the conference within sixty (60) days of the City issuing the written statement.

Any portion of the claim that remains disputed, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. Parties shall mutually agree on a mediator within ten (10) business days of the Contractor identifying the disputed portion of the claim in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator, and those mediators shall then select a qualified neutral third party to mediate. Each Party shall bear the fees and costs charged by its respective mediator, and the parties shall share all other fees and costs associated with the mediation equally. The parties may mutually agree, in writing, to waive mediation. If mediation is unsuccessful, civil litigation may be commenced, subject to all applicable laws and provisions of this Contract, including any obligation to arbitrate disputes. Unless otherwise agreed to by the Parties in writing, this mediation shall excuse any further obligation to mediate under Public Contract Code Section 20104.4. As used herein, "mediation" means any nonbinding process in which an independent third party assists the Parties in dispute resolution through negotiation or issuance of an evaluation.

If a subcontractor lacks legal standing to assert a claim against the City, the subcontractor may request the Contractor present the City with a claim on behalf of the subcontractor or a lower tier subcontractor. The subcontractor shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of the request, Contractor shall provide subcontractor with a written statement confirming that the Contractor presented the claim to the City, or providing the reasons that the Contractor did not.

Upon receipt of a claim, the Parties may also mutually agree, in writing, to waive the provisions of this section and, instead, proceed directly to commencement of a civil action or binding arbitration.

Any payment not paid within the time period required by this Section shall bear interest at 7% per annum.

All references to days in this section are to calendar days, unless otherwise specified.

- B. If the mediation required by Section A above does not produce a satisfactory result, or the Contractor and City mutually agree to waive such requirement, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of part 3 of Division 3.6 of Title 1 of the Government Code.
- C. Attention is directed to the provisions of Public Contract Code §7100. The acceptance of payment by Contractor cannot be a waiver of all claims. The City may require that payment of undisputed amounts shall be contingent upon the Contractor furnishing a release of all claims against the City arising by virtue of the public work related to those amounts. Disputed claims included in such stated amounts may be specifically excluded by the Contractor from the operation of the release.

- D. Attention is directed to the provisions of Public Contract Code §§7107, 20104.5 and 20104.6 and these Special Provisions pertaining to timely progress payments.

7-2.2 Tort Claims

A. Indemnification

40. The Contractor shall protect, hold free and harmless, and indemnify the City (including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses (including attorney's fees) resulting from any personal injury or death sustained by any person (including contractor's employees) or damage to property of any kind, whether tangible or intangible, which injury, death or damage arises directly or indirectly out of or is in any way connected with the performance of this Contract. Upon demand of City, the Contractor shall also defend and protect City from all claims, demands, charges and causes of action by employing competent counsel and paying all costs and fees, therefore. These indemnity provisions shall be enforced to the fullest extent permitted by law, but nothing herein shall be construed as indemnifying the City against its willful misconduct or sole negligence performed under a construction contract as defined in California Code of Civil Procedure Section 2782.

SECTION 7 - 3 MISCELLANEOUS LABOR REQUIREMENTS

7-3.1 Labor Code Requirements

Attention is directed to the following provisions of the Labor Code and requirements presented elsewhere in these Special Provisions. If any conflict consists between the City requirements and the Federal requirements, the Federal requirements will take precedence. The Contractor shall keep fully informed of the requirements set forth therein.

- A. Sections 1774 and 1775 pertaining to the payment of the prevailing wages to all workmen employed in the execution of the contract and the penalties for violations.
- B. Section 1776 pertaining to the retention and inspection of payroll records and the rules and regulations pertaining thereto and the penalties for noncompliance.
- C. Sections 1777.5 and 1777.7 pertaining to the employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions: contributions and the penalties for noncompliance.
- D. Sections 1810-1815 pertaining to hours of labor and a legal days work and the penalty for violation.
- E. Responsibility for compliance with the Labor Code lies with the Contractor. The Contractor should, where some question exists, contact the Department of Industrial Relations. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages, the eight-hour day and forty-hour week, overtime, Saturday, Sunday and holiday work.
- F. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

7-3.2 Equal Opportunity and Non-Discrimination

Attention is directed to the provisions of Government Code Section 12940. Contractor shall not refuse to hire or employ a person or refuse to select a person for a training program leading to employment, or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions or privileges of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex.

SECTION 7 - 4 PROTECTION OF WORK AND PROPERTY

7-4.1 General

The Contractor shall at all times; consistent with the ordinary and intended uses of the right-of-way and adjoining private parcels, conduct the work and maintain the site of the work in a manner to:

- A. Protect work in progress.
- B. Protect existing public improvements and utilities.
- C. Protect existing private improvements and private property.
- D. Control dust created by construction operations.
- E. Prevent discharges to storm drains from the construction operations.
- F. Control the spilling or tracking of oils, solvents, paints and or other products that may causes objectionable markings on and or damage to public and private facilities.

The Contractor shall be solely and completely responsible for conditions at the job site, including the safety of all persons and protection of all property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

7-4.2 After Hours Emergencies

The Contractor shall provide the Engineer with the telephone numbers of one superintendent and two appointed alternates for after hour emergencies.

7-4.3 Execution

The Contractor shall schedule and conduct all operations to conform with the requirements of these Special Provisions.

The Contractor shall furnish, install, and maintain in a workmanlike manner all such signs, lights, barricades, barriers, railings and enclosures including fencing to comply with the requirements specified herein.

The Contractor shall regularly sweep, wash or otherwise clean streets and sidewalks to prevent the accumulation, of dirt, loose rock, oil, debris or other deleterious material to prevent; nuisance dust; hazards to public vehicular and pedestrian traffic; damage to property; or the blockage or contamination of storm water collection facilities.

7-4.4 Measurement and Payment

Measurement and payment for "Protection of Work and Property" shall be considered as included in the prices bid for the various items of work shown in the Bid Schedule which prices shall be considered as full compensation for all labor, supervision, materials, tools, equipment, and incidentals required for the protection of work and property and to clean streets and sidewalks and provide dust control as specified herein and no additional compensation will be allowed therefor.

SECTION 7 - 5 PERMITS AND LICENSES

7-5.1 Permits

The Contractor will be required to obtain any and all permits required by the City of Pittsburg to do the work in connection with the Contract. Permits include but may not be limited to:

- A. Encroachment Permit: Contractor shall apply to the City Development Services Department for an encroachment permit prior to commencing with any work in the right-of-way. The encroachment permit will be issued at no cost to Contractor.
- B. Oversized Load Permit: State and local agencies require a permit to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximum specified in Division 15 of the California Vehicle Code. Any individual, firm, partnership, corporation, or other legal relationship operating or moving a vehicle exceeding the maximum size or weight specified in the Vehicle Code shall apply for all such permits and pay all costs associated with issuance of such permits.

The City Engineer shall have sole discretion to permit the operation and moving of such vehicles upon the City's roadways.

- C. Construction Water Permit: The Contractor shall apply to the City Development Services Department for a hydrant meter for use in drawing water for construction uses. For the 2020 calendar year, the Contractor will be required to post a deposit of \$1,225.00 for the hydrant meter. Included in the deposit is a \$25 non-refundable administrative fee. The Contractor will be billed for construction water usage at the rate of \$4.98 per one hundred cubic feet. The Contractor will be billed for the monthly rental of the hydrant meter at the rate of \$360 per month or any fraction thereof. The Engineer shall be read the meter monthly. Upon return of the meter in good condition, amounts due for water usage and rental will be deducted from the deposit and the balance of the deposit (if any) will be refunded. Additional fees will be charged if the meter is returned in a damaged condition. The Contractor will be billed for any amounts due in excess of the deposit. The City reserves the right to require an additional amount be placed on deposit if water usage and rental exceeds the initial deposit prior to project completion.

The Contractor shall procure any other permits, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

7-5.2 Licenses

The Contractor and each subcontractor will be required to obtain a City Business License, at their sole cost and expense, prior to commencing any work covered by this Contract.

7-5.3 Compliance

The Contractor shall at all times comply with the terms and conditions of any permit or license required by the City or other authority during the performance of the work of this contract.

7-5.4 Measurement and Payment

Except as otherwise provided in this section, payment for obtaining all required permits and licenses and for complying with the notification requirements specified in this section shall be considered as included in the contract price bid for "Mobilization" and no additional compensation will be allowed therefor.

Payment for hydrant meter rental and construction water usage charges shall be considered as included in the contract prices bid for the various items of contract work and no additional compensation will be made therefor.

SECTION 8 - PROSECUTION AND PROGRESS

SECTION 8 - 1 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

8-1.1 General

Attention is directed to the provisions in Section 8-1.3, "Beginning of Work", in Section 8-1.6, "Time of Completion", and in Section 8-1.7, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within fifteen (15) calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Pittsburgh.

8-1.2 Time of Completion and Project Phasing

The work shall be diligently prosecuted to completion before the expiration of **ninety (90) working days** from the date computed in accordance with these Special Provisions and the Notice to Proceed. The contract time includes completion of punchlist items.

The Contract time shall commence **ten (10) working days** after the Contractor's receipt of a written Notice to Proceed when said Notice is delivered in person or deposited in the mail (certified or registered) by the Engineer.

Contractor shall be granted extensions of time when inclement weather prevents work on the project critical path activity as indicated on the construction schedule required in accordance with these Special Provisions.

8-1.3 Liquidated Damages

In accordance with the provisions of Government Code §53069.85, the Contractor shall pay to the City of Pittsburgh the sum of **\$1,800.00 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City to furnish right-of-way or to provide for the removal or relocation of utility facilities.

8-1.4 Working Days, Holidays and Hours of Work

Normal working days shall be Monday through Friday, except holidays as recognized by the City of Pittsburgh and the City of Pittsburgh Winter Closure. City offices are closed on the following dates:

Cesar Chavez Day	March 29, 2021 (Monday)
Memorial Day	May 25, 2021 (Monday)
Independence Day	July 3, 2021 (Friday)
Labor Day	September 7, 2021 (Monday)
Columbus Day	October 12, 2021 (Monday)
Veteran's Day	November 11, 2021 (Wednesday)
Thanksgiving Holiday	November 25 and 26, 2021 (Thursday and Friday)
Winter Closure	December 24, 2021 through January 4, 2022

No work shall be performed on Saturday, Sunday, City holidays or the City of Pittsburgh Winter Closure without the written permission of the Engineer.

The holidays upon which the general prevailing wage rates shall be paid, shall be all holidays recognized in an applicable collective bargaining agreement. If the prevailing wage rate is not based on a collectively bargained rate, the holidays upon which the prevailing wage rate shall be paid shall be as provided in Section 6700 of the Government Code.

Normal working hours shall be from 8:00a.m. to 5:00p.m. Monday through Friday. Hours for lane closures may differ. Attention is directed to Section 12-4, "Maintaining Traffic", of the State Standard Specifications for guidance on lane closures. All lanes shall remain open during school drop-off and pick-up hours.

The Contractor shall make a written request to the Engineer if he/she wishes to work during any other hours, weekends, or holidays. The request must be received at least seventy-two (72) hours in advance of the planned work. The Contractor shall obtain the Engineer's written approval prior to any work outside the normal working hours, weekends or holidays.

8-1.5 Overtime Inspection

If the Contractor is granted any requests to work outside the normal working hours, weekends, or holidays, the Contractor shall pay all the resulting overtime inspection, surveying, and testing costs incurred by the City. The Contractor shall also pay these costs for any incidental overtime (when work inadvertently extends beyond the normal working hours). These costs will be deducted from any payments due to the Contractor.

SECTION 8 - 2 UTILITIES AND PUBLIC NOTIFICATIONS

8-2.1 Existing Utilities

If the Contractor discovers subsurface installations not indicated in the Contract Plans or Specifications, it shall immediately notify the Engineer and the owner of the installation. Such subsurface installations shall be located and protected from damage as directed by the owner. The Contractor shall bear full responsibility for damage to existing subsurface installations where the Contractor fails to comply with the requirements of the Government Code §4216, or the Contract Plans and Specifications to provide notification to the owners of subsurface installations.

8-2.2 Notification to Utilities / Owners of Subsurface Installations

The Underground Service Alert (U.S.A.) is a regional notification center established to provide owners of subsurface installations advanced notification of proposed excavation and allow an owner that receives such notification to locate and field mark the approximate location of any affected subsurface installations. A minimum of two (2) working days prior to the commencement of any excavation, the Contractor shall contact U.S.A. by calling 1-800-227-2600. Contacting U.S.A. does not relieve the Contractor from its responsibility to determine the exact location and depth of subsurface installations.

Prior to commencing work, the Contractor shall allow the respective utility companies time to mark their facilities. The Contractor shall not start excavations until all utilities have been marked.

AT&T	(925) 867-5551
Pacific Gas and Electric Company	(925) 674-6494
City of Pittsburg (Storm Drain/Sanitary Sewer and Water)	(925) 252-4930
Comcast Cable Television	(925) 349-3520
Underground Service Alert (USA)	(800) 227-2600

8-2.3 Notification of Public

The Contractor shall prepare and distribute written notification to all residents and businesses on any segment of any street included within the limits of work. The Contractor shall submit the proposed notification form to the Engineer for approval prior to distributing it to the affected residents and businesses. The hours of distribution of these notices by the Contractor shall be from 8:00 AM to 5:00 PM, Monday through Friday. The Contractor shall only distribute notices in the format approved by the Engineer. The Contractor shall distribute notices approximately two weeks in advance of commencement of the work, based on the Contractor's construction schedule. The notices shall advise the residents and businesses of the specific dates(s) and nature of the work to be done.

Contractor's attention is directed to Section 015000, "Temporary Facilities and Controls", of these Special Provisions, regarding Maintaining Traffic. Prior to closure of driveways, the Contractor shall coordinate and notify the property owner or resident at least three times of such closure. Closure notices shall be given to the property owner or resident seventy-two (72) hours, twenty-four (24) hours and one (1) hour prior to each closure.

No work shall take place in public parking areas on any street until all residents thereon have been formally notified at least forty-eight (48) hours, but not more than seventy-two (72), in advance by "No Parking" signs mounted on Type II barricades of the dates that work is scheduled for the street. The Contractor shall notify the City of Pittsburgh Police Department when streets have been posted for "No Parking".

Any work occurring on streets without proper notification may be terminated immediately, upon request of the Engineer, until proper notification is completed. No form of notification shall be used without approval, in advance, by the Engineer. All sign types, barricades, flyers, mounting devices, and other forms of notification shall be in accordance with these Special Provisions or submitted in advance to the Engineer for approval prior to the start of construction.

Contractor shall be responsible for maintaining correct, clear, and legible information on signs.

All signs shall be new. Signs and equipment bearing names of other jurisdictions or construction companies not employed on project will not be permitted.

Barricades with signs shall be removed within twenty-four (24) hours after the Contractor's work operation is completed, unless a subsequent operation will take place within three (3) days, in which case only sign changes are required.

SECTION 8 - 3 ADVICE TO CONTRACTOR ON SPECIAL CONDITIONS

8-3.1 General

The Contractor is required to maintain and promote safe project site conditions and a neat project site appearance at all times in connection with this Contract. Accordingly, strict interpretation of these specifications will be made toward that end and the Contractor is advised of the following special conditions:

- A. The Contractor shall provide the Engineer with the telephone number of one superintendent and two appointed alternates for after-hour emergencies.
- B. Hazardous work conditions shall be adequately barricaded and illuminated at all times. Should the work become improperly barricaded and/or illuminated after hours, the Contractor will be called upon to restore the work to a safe passable condition, as determined by the Engineer.

Work marred or defaced by vandalism, or accidentally damaged by the public shall be removed and replaced at no additional cost or expense to the City. Defaced improvements shall be restored and or repaired to the satisfaction of the Engineer.

Where the spilling or tracking of oils, solvents, paints and or other products causes objectionable markings on and or damage to City owned facilities, such markings shall be removed and such damage shall be restored, prior to acceptance of the contract by the City as complete. All such facilities marked or damaged shall be cleaned, restored, or repaired in a manner acceptable to the Engineer.

8-3.2 Measurement and Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the bid prices for other items of work and no additional compensation will be allowed therefor.

SECTION 8 - 4 COORDINATION AND COOPERATION

8-4.1 General

During the course of construction, if there should be construction underway by other forces or by other contractors within or adjacent to the limits of work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to either work be avoided.

The right is reserved to perform other or additional work at or near the sites at any time, by the use of other forces.

When two or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish the work within the time specified for completion.

Contractor shall make all such notifications to the public as required by these specifications.

8-4.2 Measurement and Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for "Mobilization" and no additional payment will be allowed therefor.

SECTION 8 - 5 PROJECT MEETINGS

8-5.1 General

The work includes the administration of project meetings to review and discuss the project progress, jobsite safety, conflicts, problems, submittals, field observations, payments, and quality of work.

8-5.2 Compliance

The Contractor and his/her major subcontractors shall attend periodic construction progress meetings to be scheduled by the Engineer and held throughout the duration of the contract.

Meetings shall be scheduled every week and as necessary in the opinion of the Engineer.

The meetings shall be located at the project site or at another suitable location as determined by the Engineer.

Attendance:

- A. The Engineer
- B. The Contractor
- C. Subcontractors as appropriate
- D. Suppliers as appropriate
- E. Other Agencies or Utilities as appropriate

Representatives of the Contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

The Contractor shall submit to the Engineer at each construction progress meeting an updated proposed Construction Schedule showing the succeeding work period.

The Contractor will be responsible for the following tasks:

- A. Prepare agenda for meetings
- B. Distribute written notice of each meeting four (4) days in advance of meeting date
- C. Make physical arrangements for meetings
- D. Preside at meetings
- E. Record the minutes; include significant proceedings and decisions
- F. Reproduce and distribute copies of minutes within three (3) days after each meeting
 - 41. To participants in the meeting
 - 42. To parties affected by decisions made at the meeting
 - 43. Furnish three (3) copies of minutes to the Engineer

Suggested Agenda:

- A. Review, approval of minutes of previous meeting
- B. Review corrective measures requested at previous meeting
- C. Review of work progress since previous meeting
- D. Field observations, problems, conflicts
- E. Problems which impede construction schedule
- F. Review of off-site fabrication, delivery schedules
- G. Progress schedule during succeeding work period
- H. Revisions to construction schedule
- I. Review submittal schedules; expedite as required
- J. Maintenance of quality standards

8-5.3 Measurement and Payment

Measurement and payment for all project meetings shall be included in the lump sum price paid for "Mobilization", and no additional compensation will be allowed therefor.

SECTION 8 - 6 CONSTRUCTION SCHEDULE

8-6.1 General

The work of this section includes the preparation of project schedules.

8-6.2 Working Days, Holidays, and Hours of Work

Attention is directed to the provisions of Section 8-1.04, "Working Days, Holidays, and Hours of Work", of these Special Provisions.

8-6.3 Schedule

The following shall also apply to the Construction Schedule:

The Contractor shall provide to the Engineer, at the preconstruction meeting, a schedule of performance of the work (the "Construction Schedule"), showing timely completion of the work as required by the contract and in accordance with the "Stage Construction Diagram". Upon receipt of the initial Construction Schedule, the Engineer may accept or reject noting deficiencies. If the schedule is rejected, the deficiencies noted shall be corrected and a new schedule shall be submitted within five (5) calendar days. In any case, a complete Construction Schedule must be approved by the Engineer prior to the start of construction.

The Construction Schedule shall be in the form of a Gantt Chart (bar chart), clearly showing construction activities, dependencies and durations. The critical path activities shall be highlighted, float time for non-critical activities shall be shown and both the early start/early finish and late start/late finish be stated for each activity. Total duration in working days shall be clearly shown. Longer duration activities shall be broken into sub activities when the work is to be completed in phases.

The Construction Schedule shall conform in all respects with the tasks and order of work specified in Section 5-2, "Order of Work", of these Special Provisions.

In the event Contractor falls behind the Construction Schedule, or otherwise fails to progress properly towards timely completion of the work, Engineer shall have the right to require Contractor, without cost or expense to the City to take all steps necessary to improve progress, including, without limitation, use of multiple crews or additional forces, overtime work and additional days of work, and to submit for approval a revised Construction Schedule showing the manner in which the originally scheduled progress will be restored and the work timely completed as required by the contract.

Each construction schedule shall be subject to review and approval by the Engineer. Any changes requested by the Engineer shall be incorporated by the Contractor and the revised schedule resubmitted to the Engineer within five (5) calendar days after receiving request for such modification.

The Contractor shall immediately advise the Engineer of any proposed changes in the construction schedule and shall furnish the Engineer a revised schedule within two (2) working days of the change for approval.

Revised Construction Schedules shall be submitted on a monthly basis, coinciding with the time of that month's progress payment estimate, and in addition thereto. Each monthly revised CPM schedule shall incorporate any changes which took place in the previous month in addition to the changes which show the net effect on the remainder of the schedule. In other words, the submitted schedule shall be kept historically and futuristically accurate each time it is revised.

Three (3) copies of the schedule shall be submitted on paper of a reasonable and convenient size for handling. Language, symbols and notations shall be those commonly used in construction scheduling.

The time for reporting construction activity durations shall be a regular working day. The schedule shall use calendar days, taking into consideration all non-working days.

Failure of the Contractor to prepare, submit and update the schedules in accordance with the specification shall be cause for the Engineer to withhold all or part of any request for payment submitted by the Contractor.

8-6.4 Measurement and Payment

Measurement and payment for preparation of project schedules shall be included in the lump sum price paid for "Mobilization", and no separate payment shall be allowed therefor.

SECTION 8 - 7 PROJECT RECORD DOCUMENTS

8-7.1 General

The work of this section includes the preparation and maintenance of project record documents.

8-7.2 Daily Reports

The Contractor shall furnish the Engineer with a written daily progress report. The progress report shall summarize the daily work activities of the Contractor and every subcontractor performing any work on the job and shall include as a minimum the following information:

- A. The general description of the project such as the project name, contract number, date, day of the week, hours of work, report number, weather, and rain amount.
- B. The number and class of personnel employed (include name of employer contractor/subcontractor).
- C. A description of each major equipment on the project and amount of use (including description of equipment, make/model and size/capacity).
- D. A description of work accomplished.
- E. The signature of superintendent or person preparing report and date.

A copy of each daily progress report shall be submitted to the Engineer on a daily basis.

8-7.3 Execution

Maintain at the site for the City, one (1) record copy of:

- A. Plans
- B. Specifications
- C. Addenda
- D. Change Orders
- E. Product Data and Samples
- F. Permits and Licenses
- G. Approved Traffic Control Plan

8-7.4 Maintenance of Documents and Samples

The Contractor shall store record documents and samples at the site.

Maintain documents in a clean, dry, legible condition and in good order. Record documents are not to be used for construction purposes.

Make documents and samples available at all times for inspection by the Engineer.

The Contractor shall submit the updated record documents for review by the Engineer on a monthly basis, coinciding with the time of that month's progress payment estimate. The

Engineer will not process the payment estimate until the updated record documents are submitted.

8-7.5 Recording

Label each document "PROJECT RECORD" in neat large printed letters.

Record information concurrently with construction progress.

Plans are to be legibly marked to record actual construction:

- A. Depths of various elements of construction relative to top of curb or pavement.
- B. Horizontal and vertical locations of underground utilities and appurtenances.
- C. Field changes of dimensions and detail.
- D. Changes made by change order.
- E. Details not on original Contract Plans.

Specifications and addenda - legibly mark section to record:

- A. Manufacturer, trade name, catalog number, and supplier of each product and item actually installed or constructed.
- B. Changes made by change order.

8-7.6 Submittal

- A. At the close out, deliver record documents to the Engineer.
- B. Accompany submittal with transmittal letter containing:
 - 44. Date
 - 45. Project title and number
 - 46. Contractors name and address
 - 47. Title and number of each record document
 - 48. Signature of the Contractor or authorized representative

8-7.7 Measurement and Payment

The contract price paid for "Mobilization" shall include full compensation for Project Record Documents, and no separate payment will be allowed therefor.

SECTION 8 - 8 CORRECTION AND REPAIR PERIOD

8-8.1 General

The requirements of this section shall be in accordance with Section 6-3.06, "Guarantee" of the Standard Specifications and Council Resolution 07-10785.

8-8.2 Correction and Repair

A. One Year Correction Period:

If within one year after the date of City's acceptance of the Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work.

B. Failure to Comply Promptly:

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by the Contractor.

49. In special circumstances where a particular item of equipment is placed in continuous service before final acceptance of the Work by City, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Supplemental Agreement.

C. Owner's Enforcement:

In the event it is necessary for City to file suit to enforce any liability of Contractor pursuant to this Part, City shall be entitled to recover from Contractor, in addition to all other amounts found due and owing, cost of suit and expenses including, but not limited to, fees of engineers, arbitration costs, arising directly, indirectly or consequential out of any action, legal or equitable, caused by the successful enforcement of Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

D. Correction and Repair Form:

Contractor shall execute and deliver to the Engineer a copy of the Correction and Repair Form included herein, before City's final acceptance of the work.

8-8.3 Warranty Bond

Prior to City Council acceptance of the Contract as complete, Contractor shall deliver to the Engineer a Warranty Bond in the amount of 10% of the final contract amount.

8-8.4 Measurement and Payment

Full compensation for complying with the requirements of this section "Correction and Repair Period" shall be considered as included in the prices paid for the various items of work shown on the bid schedule and no additional compensation will be allowed therefor.

CORRECTION AND REPAIR FORM

FOR

THE CITY OF PITTSBURG

We hereby agree to carry out all such corrective action, repair or replacement of the Work under **CONTRACT NO. 2019-01, FEDERAL AID PROJECT NO. HSIPL-5127(037), PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS** that we have constructed, for a period of one (1) year after the date of acceptance of the Work by the City Council of the City of Pittsburgh.

We agree that if any of the improvement work should fail due to any reason other than improper maintenance or improper operation, if any settlement of fill or backfill occurs, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within five (5) days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the City of Pittsburgh to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

This correction and repair period provided herein shall not be in lieu of, but in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by Law.

Contractor:

Signed:
(Authorized Representative)

Title:
(Authorized Representative)

Date:

SECTION 9 - MEASUREMENT AND PAYMENT

9-1.1 Bid Prices

The bid prices paid for the various items of work included in the Contract Proposal, shall be considered as full compensation for all labor, materials, equipment, tools, and incidentals to the items of work described to complete all items of work specified in accordance with the Contract Documents for **CONTRACT No. 2019-01, FEDERAL AID PROJECT No. HSIPL-5127(037), PROJECT #2227, TRAFFIC SIGNAL IMPROVEMENTS** and no additional compensation will be allowed therefor.

Within ten (10) days of Contractor's receipt of a *Notice to Proceed*, Contractor shall furnish the Engineer with a *Schedule of Values* for any lump sum item listed in the *Bid Schedule*. The *Schedule of Values* shall itemize salient activities and constituents of the Work and the costs involved.

9-1.2 Changes in Work

Except in the event of urgent necessity for the purpose of affording protection against any emergency endangering health, life or property, the Contractor shall make no change in the work of this Contract, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of this Contract, unless pursuant to a written order from the Engineer authorizing the change.

It is presumed that all work performed by the Contractor under this contract is included in the contract price unless the City has signed a written extra work order directing the contractor to perform additional work and specifying the consideration to be paid. No project engineer, inspector, superintendent, foremen or other employee of the City of Pittsburgh is authorized to sign extra work orders. The only persons authorized to sign extra work orders on behalf of the City are the City Engineer and the Assistant City Engineer. No claim for an adjustment of the Contract Price will be paid, unless so ordered.

9-1.3 Progress Payments, Final Payment, and Retention Release

A. Progress Payments

50. For the purpose of this section:

- a. A progress payment shall include all payments due contractor except that portion of the progress payment or final payment designated by the contract as retention.
- b. Contractor shall submit a payment request to the Engineer once each month, on the progress payment schedule furnished by City, for the total amount of the work completed and the value of material delivered on the ground or stored subject to, or under the control of the City, and unused, for the prior thirty (30) days.

51. Upon receipt of a payment request, Engineer shall act in accordance with the following:

- a. The Engineer shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days after receipt. A payment request returned shall be accompanied by a written explanation of why the payment request is not proper.
- c. The City shall make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from contractor and shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- d. The number of days available to the City to make payment without incurring interest pursuant to this request shall be reduced by the number of days by which the City exceeds the seven (7) day requirement set forth in paragraph (b) of Part 3.

52. Partial Payments and Retention

- a. As provided in accordance with the provisions of Public Contract Code §9203, City shall make progress payments to Contractor in the amount of 95% of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused.
- b. Payment to contractor shall be subject to the provisions of Public Contract Code §9203. The City shall withhold 5% of the contract price until final completion and acceptance of the project. The City shall pay contractor, the balance not retained, as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Contract or the Law.
- c. Pursuant to Section 22300 of the Public Contracts Code, the Contractor may (upon request and at its sole expense) substitute securities listed in Section 16430 of the Government Code in-lieu of any money withheld by the City as described herein above.

53. No payment of such claim shall be construed as acceptance or approval of any part of the work.

B. Final Payment

54. Upon completion of the work of the improvement work, Contractor shall submit a final payment claim. The payment due the contractor for work performed and materials furnished shall be determined from the final measurements approved by the Engineer and the contract prices bid by the Contractor, including such extra work as may have been properly authorized. All prior partial quantities and payments shall be subject to correction in the

final payment, and no payment shall be construed to be an acceptance of any work or materials.

55. Attention is directed to the provisions of Public Contract Code §7100. The acceptance of payment by contractor cannot be a waiver of all claims. The City may require that payment of undisputed amounts shall be contingent upon the contractor furnishing a release of all claims against the City arising by virtue of the public work related to those amounts. Disputed claims included in such stated amounts may be specifically excluded by the contractor from the operation of the release.

C. Release of Withheld Funds

56. Release of withheld funds (retention) shall be subject to the provisions of §7107 Public Contract Code and §§3196-3205 Civil Code. Upon the adoption of a resolution by the legislative body of the City accepting the improvement work as complete, a Notice of Completion shall be filed with the Office of the Recorder of the County of Contra Costa. The Engineer shall have ten (10) days from the date of acceptance to record the Notice of Completion. No release of retention shall be made until a minimum of thirty (30) days has elapsed following the recording of a notice of completion. The final payment of the work will be made to the Contractor, less any money required to be withheld where a stop notice has been filed with the City in a proper and timely manner in accordance with Civil Code §§ 3103, 3181, and 3184.

Attention is directed to the requirements of Section 8-8, "Project Record Documents", of these Special Provisions regarding submission of updated record documents prior to processing the payment estimates.

9-1.4 Measurement and Payment

A. Payment for conforming to the requirements of Section 9, "Measurement and Payment", shall be considered as included in the contract prices for the various items of work shown on the bid schedule and no additional compensation will be allowed therefor.

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 20 00 – MEASUREMENT AND PAYMENT

Part 1 General

1.1 Summary

- A. This Section includes Measurement and payment for bid items of work shown on the bid schedule.
1. The lump sum price paid for **"Mobilization (Shall not exceed 2.5% of the Total Base Bid)"** shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, developing construction schedule, moving any equipment required for the operation on site, all preparatory work, subcontractor and contractor insurance and bonds, development/implementation and maintenance of a WPCP, demobilization and all other mobilization work, and no additional payment will be allowed therefor. Payment for Mobilization shall not be more than 2.5% of the total construction cost of the base bid.
 2. The contract lump sum price paid for **"Traffic Control System (Shall not exceed 5% of the Total Base Bid)"** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work involved, including but not limited to, notifications, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of all the components of the traffic control system including traffic control plans, all lane closures and detours necessary for any activities during the life of the project as shown on the Plans, as specified in the City of Pittsburgh Standard Specifications, the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. Payment for Traffic Control System shall not be more than 5% of the total construction cost of the base bid.
 3. The contract unit price paid per each for **"Remove and become property of contractor 8" signal head, backplate, and mounting framework"** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and becoming property of the contractor the existing 8" signal head, backplate, and mounting framework as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
 4. The contract unit price paid per each for **"Furnish and Install 3 section 12" signal head, backplate, and mounting framework"** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a 3 section 12" signal head and mounting framework, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

5. The contract unit price paid per each for **“Remove and salvage existing signal head, backplate, and mounting framework”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and salvaging the existing signal head, backplate, and mounting framework as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
6. The contract unit price paid per each for **“Furnish and Install 4 section 12” signal head, backplate, and mounting framework”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a 4 section 12" signal head and mounting framework, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
7. The contract unit price paid per each for **“Remove and salvage Type P44 cabinet assembly”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and salvaging the existing Type P44 cabinet assembly including, but not limited to, protecting the existing foundation in place, removing and salvaging the load switches, detector amplifiers, controller, and conflict monitor, relocating the video detection system equipment, emergency vehicle preemption equipment and communication equipment inside the cabinet to the new cabinet, and other cabinet equipment as directed by the City Signal Technician, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
8. The contract unit price paid per each for **“Remove and become property of contractor existing Type P cabinet assembly”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and becoming property of the contractor the existing Type P cabinet assembly including protecting existing foundation in place as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
9. The contract unit price paid per each for **“Furnish and install Type NEMA Type P44 TS1 controller cabinet assembly with 12” riser on existing foundation”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a Type P44 TS1 Type 1 signal cabinet assembly with 12" cabinet riser on an existing cabinet foundation, including all signal cabinet equipment and wiring for a fully operational traffic signal system, reconnecting and terminating existing signal interconnect cables, and relocating and reconnecting the video detection system equipment, emergency vehicle preemption equipment and communication equipment from the old cabinet to the new cabinet, as directed by the City Signal Technician, and as specified in the Standard Specifications and these

Special Provisions, and as directed by the Engineer.

10. The contract unit price paid per each for **“Remove and salvage existing Model 980 controller”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and salvaging the existing Model 980 controller as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
11. The contract unit price paid per each for **“Install Agency-Furnished Model 980 ATC controller”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in installing a Model 980 ATC controller including energizing and reconnecting the controller to the communication network switch or modem and other connector cables, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
12. The contract unit price paid per each for **“Remove and become property of contractor existing pedestrian signal head module”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and becoming property of the contractor the existing pedestrian signal head module as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
13. The contract unit price paid per each for **“Furnish and install countdown pedestrian signal module in existing pedestrian head”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a pedestrian signal module as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
14. The contract unit price paid per each for **“Remove and Relocate existing battery backup system and BBS cabinet to new NEMA Type P44 TS1 controller cabinet”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and relocating the battery backup system and BBS cabinet to new NEMA Type P44 TS1 controller cabinet including all wiring required for a fully functional battery backup system, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

15. The contract unit price paid per each for **“Remove and salvage existing battery backup system and BBS cabinet”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and salvaging the existing battery backup system and BBS cabinet from the existing P44 signal cabinet, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
16. The contract unit price paid per each for **“Furnish and install new battery backup system and external BBS cabinet mounted onto new NEMA Type P44 TS1 controller cabinet”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing an Alpha SE48-2216 battery backup system and external BBS cabinet and mounting onto a new NEMA Type P44 TS1 controller cabinet including all wiring required for a fully functional battery backup system as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
17. The contract unit price paid per each for **“Relocate existing Model 980 ATC controller to new Type P44 cabinet”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in relocating an existing Model 980 ATC controller to a new Type P44 cabinet including energizing the controller, reconnecting the controller to the communications network switch or modem, video detection system, and all wiring required for a fully operational traffic signal system as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
18. The contract unit price paid per each for **“Relocate Existing Type II Service Cabinet to proposed Type "P44" Cabinet”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in relocating existing Type II service cabinet to proposed type "P44" cabinet including energizing the signal, reconnecting the power cables to the signal, and all wiring required for a fully operational traffic signal system as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Bid Alternate 1

19. The lump sum price paid for **"Mobilization"** shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, developing construction schedule, moving any equipment required for the operation on site, all preparatory work, subcontractor and contractor insurance and bonds, development/implementation and maintenance of a WPCP, demobilization and all other mobilization work, and no additional payment will be allowed therefor. Payment for Mobilization shall be no more than 2.5% of the total

construction cost of bid alternate 1.

20. The contract lump sum price paid for "**Traffic Control System**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work involved, including but not limited to, notifications, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of all the components of the traffic control system including traffic control plans, all lane closures and detours necessary for any activities during the life of the project as shown on the Plans, as specified in the City of Pittsburgh Standard Specifications, the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. Payment for Traffic Control System shall be no more than 5% of the total construction cost of bid alternate 1.
21. The contract unit price paid per each for "**Furnish and Install Yellow Retro Reflective Border Backplate (3-section)**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a yellow retro reflective border backplate (3-section) on an existing signal head, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Yellow Retro-reflective border backplates shall be McCain to match existing conditions.
22. The contract unit price paid per each for "**Furnish and Install Yellow Retro Reflective Border Backplate (4-section)**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a yellow retro reflective border backplate (4-section) on an existing signal head, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Yellow Retro-reflective border backplates shall be McCain to match existing conditions.
23. The contract unit price paid per each for "**Furnish and Install Yellow Retro Reflective Border Backplate (5-section)**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a yellow retro reflective border backplate (5-section) on an existing signal head, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Yellow Retro-reflective border backplates shall be McCain to match existing conditions.
24. The contract unit price paid per each for "**Remove and become property of contractor existing signal head backplate**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved in removing and becoming property of the contractor the existing signal head backplate as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

END OF SECTION 01 20 00

SECTION 01 71 23 – CONSTRUCTION SURVEYING (NOT USED)

DIVISION 02 – EXISTING CONDITIONS

SECTION 02 21 13 – SURVEY MONUMENTS (NOT USED)

SECTION 02 32 19 – EXPLORATORY EXCAVATIONS (NOT USED)

SECTION 02 41 00 - DEMOLITION

Part 1 General

1.1 Summary

- A. Section Includes:
 - 25. Demolition and Permits
 - 26. Removal and Disposal
 - 27. Recycling and Salvaging

1.2 References and Related Work Specified Elsewhere

- A. CALGreen Construction Waste Management Requirements
 - <http://www.calrecycle.ca.gov/LGCentral/Library/CandDModel/Instruction/CALGreenTbl.pdf>
- B. California Occupational Safety and Health (Cal/OSHA)
 - General Requirements
- C. Commercial
 - USA Underground Service Alert
- D. Division 1
 - General Requirements

1.3 Submittals

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. The Contractor shall submit to the City a haul route for approval, prior to commencing any work. Truck traffic movement is limited between the hours of 9:00am to 3:00pm, unless approved by the Project Manager.
- C. Before disposing of any demolished material prior to any work
 - Submit a written agreement from the property owner
 - a. For the use of the property
 - b. Absolving the City from responsibility in connection with the property
 - Obtain authorization to start
- D. Before Contract acceptance, submit a document signed by the owner of the material disposal site stating that the Contractor has complied with the Contractor-Owner agreement.
- E. Demolition Schedule: The Contractor shall submit a complete coordination schedule for demolition work including shut-off and continuation of utility services prior to start of the work. The schedule shall indicate proposed methods and

operations of facility demolition, and provide a detailed sequence of demolition and removal work to ensure uninterrupted operation of occupied areas.

- F. All affected private properties will receive door hanger notices two (2) weeks prior to any utility shutoffs or frontage demolition and improvements.

1.4 Job Site Conditions

- A. The Contractor shall visit the site and inspect the existing facilities. The City assumes no responsibility for actual condition of facilities to be demolished.
- B. Contractor shall use all means necessary to prevent the spread of dust during performance of the work. Thoroughly moisten all surfaces as required to prevent the generation of dust. No washing of streets is permitted.
- C. All liquid, and slurry generated during pavement sawcutting shall be collected and removed from the site. These liquids shall not be washed into the area storm drainage system.
- D. The Contractor prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable Asbestos Containing Materials (ACM).
- E. The Contractor must also provide the Environmental Protection Agency (EPA) with a ten (10) working day advance notice for any disturbance of Regulated Asbestos-Containing Material (RACM) greater than 160 square feet or 260 lineal feet, and as specified in Code of Federal Regulations (CFR) Title 40, Chapter I, Subchapter C, Part 61, Subpart M, Section 61.145.

1.5 Delivery, Storage and Handling

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

Part 2 Products (Not Used)

Part 3 Execution

3.1 Installation

- A. Notify anyone to be affected by demolition and construction activities including but not limited to: all schools, residences, businesses, garbage collection (Pittsburg Disposal Service-a Garaventa company), utility companies (PG&E-Gas Distribution, PG&E Gas Transmission, PG&E-Electric, AT&T, Comcast, Verizon, Chevron Pipeline Co, Shell Pipeline Co, Kinder Morgan, Calpine etc.), Delta Diablo (Sewer District), BART, County Connection (bus transit agency), the Owner, etc. at least ten (10) working days prior to commencing the work of this section.
- B. Site Inspection:
 - Prior to all work of this section, carefully inspect the site and all objects designated to be removed and to be preserved.
 - Locate all existing active utility lines traversing the site and determine the requirements for their removal and/or protection.
- C. Clarification:
 - The Drawings do not purport to show all objects existing on the site.
 - Before commencing the work of this section, verify with the Owner all objects to be removed and all objects to be preserved
- D. Scheduling:
 - Schedule all work in a careful manner with all necessary consideration for neighbors, operation of the existing facilities, and the public.
 - Avoid interference with the use of, and passage to and from, residences and adjacent facilities.
- E. Protection of Utilities: Preserve in operating condition all active utilities traversing the site and designated to remain.

3.2 Water Pollution Control

- A. Water sprinkling, temporary enclosures, chutes and other suitable methods shall be used to limit dust and dirt rising and scattering in the air. The Contractor shall comply with all government regulations pertaining to environmental protection.
- B. The Contractor shall use equipment that will generate the least amount of dust. The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays unless directed otherwise by the Project Manager.
- C. Whenever the Contractor, in the opinion of the Project Manager, is negligent in controlling dust, the Project Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard. The Contractor shall be responsible for any damage cause by dust generated as a result of the Contractor's operations.

- D. The Contractor shall have a commercial standard street vacuum/sweeper operational and in operation during each working day. The street vacuum/sweeper shall be able to pick up sand, gravel, dust, and debris, and other things, shall minimize dust generation, and shall also be available during the day and shall sweep as outlined below and as directed by the Project Manager.
- E. If the Contractor is performing work that generates dust and debris then during the day (including weekends and holidays) the sweeper shall sweep the project area (full length, width, and all lanes) twice a day sometime between 9:00a.m. and 11:00a.m. and also between 2:00p.m. and 4:00p.m. Hardscape surfaces (including pavers, sidewalks, and areas inaccessible by a mechanical sweeper) shall have dirt, dust, and debris removed by hand sweeping. If the Contractor fails to fulfill the responsibilities of this section, the City will perform or contract with others to perform the work and all costs incurred to the City shall be withheld from future payments to the Contractor.
- F. The Contractor shall clean the sidewalk and gutter as many times as needed to make sure the sidewalk and gutter are out of dirt, debris and small rocks at all times. The Contractor shall be prepared to sweep surfaces immediately at the request of the Project Manager, should the Project Manager deem it necessary for public safety and to avoid damage to properties. If streets are not satisfactorily cleaned within twelve (12) hours from verbal or written notice by City personnel, the City will hire an independent sweeping company and deduct the cost for such work from payments due to the Contractor.
- G. Water shall not be used in a manner that creates hazardous or objectionable conditions such as ice, flooding, or pollution.
- H. The site shall be kept neat and orderly during the demolition to the maximum extent practical.
- I. Public right-of-way and private property shall be kept free of debris at all times.
- J. Stockpiles of demolished items or materials shall be removed from the site on a daily basis or stored in waste containers which shall be emptied on a weekly basis or as conditions require in order to manage the accumulation of waste.
- K. Accumulations of flammable materials shall not be permitted.

3.3 Protection

- A. Safe passage of persons around area of demolition shall be provided in accordance with all safety and regulatory requirements. Operations shall be conducted to prevent damage to adjacent buildings, structures, other facilities, people and property. Safe passage provided by Contractor will be ADA complaint.
- B. Interior and exterior shoring, bracing, or supports shall be provided to prevent movement, settlement or collapse of structures to be demolished and to adjacent facilities to remain.
- C. Existing landscaping materials, structures, and appurtenances which are not to be demolished shall be protected and maintained as necessary.

- D. The Contractor shall protect and maintain conduits, drains, sewers, pipes and wires that are not to be demolished.
- E. Use all means necessary to protect existing objects designated to remain or to be preserved must remain operational during installation of the replacement pipeline. In the event of damage, immediately notify the Owner and make all repairs and replacements necessary for approval by the Owner at no additional cost to the Owner.

3.4 Surface Demolition

- A. All asphalt concrete and all Portland cement concrete curbs, gutters, sidewalks, and curb ramps shall be saw-cut at the nearest scoreline or deep joint and removed entirely to the saw-cut limits.
- B. Where adjacent pavement or concrete is broken or damaged sufficiently to prohibit a sound replacement the entire damaged section shall be removed to the limits determined by the Project Manager.
- C. Asphalt concrete, sidewalk, concrete curb, and gutter materials to be demolished shall be broken up and removed from the site by the Contractor at no additional cost to the City.
- D. Where shown on the Drawings, the Contractor shall remove required pavement section including base material. Subsoil removal is also included where required to achieve design subgrade.

3.5 Demolition Below The Surface

- A. Existing structures, pavement slabs and structural sections to be abandoned shall be demolished to an elevation 3' below finished grade. Their bottoms (if any remain) shall be broken thoroughly to prevent entrapment of water and all voids backfilled with suitable backfill.
- B. Demolition areas and voids resulting from demolition of structures below the surface shall be completely filled.
- C. All fill, compaction, and holes created by demolition work shall be backfilled with imported clean fill. Lay fill down in layers not exceeding 6" thickness and compact per the earthwork specifications. Grade the site to drain to the nearest storm drainage system without any low points.
- D. All fill and compaction surfaces shall be graded to meet adjacent contours and to provide flow to surface drainage structures, or as shown on the Drawings.
- E. Pipes to be demolished that require no future connection shall be removed to the extent required, sealed and capped. Pipe sections shall be removed either by sawcutting, removing a complete pipe section to an existing joint, or other adequate means which results in a clean joint.
- F. The Contractor shall demolish or dismantle and remove all items that are noted for demolition and removal in the Contract Documents and that will interfere with the planned construction, or as otherwise directed by the Project Manager.

- G. The Contractor shall demolish or dismantle and remove all abandoned conduits or structures that are encountered during the prosecution of the work and which interfere with the construction of the work upon the approval of the Project Manager.

3.6 General Abandonment

- A. When salvage materials are shown on the Drawings; salvage and arrange the existing facilities (i.e., frames and covers etc.) to be dropped off at the City's Corporation Yard by prior arrangement.
- B. Properly remove or abandon in place unused existing City utility service lines discovered that were left in place by others.
- C. Contact utility companies for removal, abandonment, adjustment or relocation of their facilities.
- D. Contractor is responsible for verifying the location of any existing utilities.
- E. Abandonment of pipes will include filling pipe with slurry as specified in Section 19-3.02G – Controlled Low-Strength Material of the State Standard Specification and capping the pipes at the ends.

3.7 Disposal of Demolished Materials

- A. See Section 01 74 19 – Construction Waste Management and Disposal for disposal, salvaging and recycling of demolished materials.
- B. Demolition and removal of debris shall be conducted to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities which shall not be closed or obstructed without permission from the City. Alternate routes shall be provided to circumvent closed or obstructed traffic ways.
- C. The Contractor shall comply with all pertinent regulations of Cal/OSHA and local codes and practices.
- D. All existing materials that are designated to be salvaged shall be removed, cleaned and hauled to the City Corporation Yard, unloaded and stockpiled unless otherwise directed by the Project Manager.
- E. Site debris, rubbish and other materials resulting from demolition operations shall become the property of the Contractor and shall be removed by the Contractor at the Contractor's expense. The proper and legal disposal of demolished materials shall be the responsibility of the Contractor. All disposal sites and recycling facilities shall be approved by the City prior to initiation of the Work.
- Concrete debris shall be transported to a recycler of such materials.
 - Hazardous materials shall be handled and disposed of in accordance with all applicable laws, codes, and regulations.

3.8 Patching and Repairing

- A. The Contractor shall provide patching, replacing, repairing, and refinishing of damaged areas or damaged adjacent facilities involved in the demolition.

- B. New concrete shall match the existing adjacent surfaces, in kind, or of better quality, to the satisfaction of the Project Manager, at no cost to the City or to the owners of the facilities.

3.9 Clean Up

- A. During and upon completion of work the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris and dust and shall leave areas affected by work in a clean, approved condition.
- B. The Contractor shall clean adjacent structures and facilities of dust, dirt and debris caused by demolition, as directed by the Project Manager, and return adjacent areas to condition existing prior to start of work.
- C. The Contractor shall clean and sweep daily all street and roads affected by its operation.

END OF SECTION 02 41 00

- DIVISION 03 – CONCRETE (NOT USED)**
- SECTION 03 60 00 – GROUTING (NOT USED)**
- DIVISION 04 – MASONRY (NOT USED)**
- DIVISION 05 – METALS (NOT USED)**
- DIVISION 06 – WOOD, PLASTICS AND COMPOSITES (NOT USED)**
- DIVISION 07 – THERMAL AND MOISTURE PROTECTION (NOT USED)**
- DIVISION 08 – OPENINGS (NOT USED)**
- DIVISION 09 – FINISHES (NOT USED)**
- DIVISION 10 – SPECIALTIES (NOT USED)**
- DIVISION 11 – EQUIPMENT (NOT USED)**
- DIVISION 12 – FURNISHINGS (NOT USED)**
- DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)**
- DIVISION 14 – CONVEYING EQUIPMENT (NOT USED)**
- DIVISION 22 – PLUMBING (NOT USED)**
- DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) (NOT USED)**
- DIVISION 26 – ELECTRICAL (NOT USED)**
- DIVISION 27 – COMMUNICATIONS (NOT USED)**
- DIVISION 28 – ELECTRONIC SAFETY AND SECURITY (NOT USED)**
- DIVISION 31 – EARTHWORK (NOT USED)**
- SECTION 31 23 16 – UTILITY TRENCHING (NOT USED)**
- DIVISION 32 – EXTERIOR IMPROVEMENTS (NOT USED)**

SECTION 32 12 16 - ASPHALT PAVING (NOT USED)

SECTION 32 12 17 - ASPHALT PAVEMENT REHABILITATION (NOT USED)

SECTION 32 13 13 - CONCRETE SURFACE IMPROVEMENTS (NOT USED)

SECTION 32 17 23 - PAVEMENT MARKINGS AND ROADWAY SIGNS (NOT USED)

SECTION 32 17 26 - DETECTABLE WARNING SURFACING (NOT USED)

DIVISION 33 – UTILITIES (NOT USED)

SECTION 33 05 26 - UTILITY IDENTIFICATION (NOT USED)

SECTION 33 41 13 - STORM DRAINAGE PIPING (NOT USED)

DIVISION 34 – TRANSPORTATION

SECTION 34 41 00 - TRAFFIC SIGNALS AND LIGHTING

PART 2 - GENERAL

2.1 Summary

- A. Work under this section shall consist of furnishing and installing, modifying or removing one or more electrical systems, all as shown on the plans and as specified in these specifications and the Department of Transportation Standard Provisions. Any deviation from the contract documents shall be approved by the Project Manager.
- B. All signals and lighting materials shall conform to the applicable latest provisions of the standards specified in Division X "Electrical Work" of the Department of Transportation Standard Specifications and these specifications.
- C. All materials furnished and used shall be new, except materials specified to be reused.
- D. All incidental parts which are not shown on the plans, or specified herein or in the Special Provisions, and which are necessary to complete or modify the systems, shall be furnished and installed as though such parts were shown on the Plans or specified herein. All systems shall be in satisfactory operation at the time of completion of the work. All work end materials shall conform with the appropriate utility agency standards at Contractor's cost.

2.2 References

- A. Department of Transportation (Latest Caltrans Standard Specifications) and latest Revisions
- B. California Manual on Uniform Traffic Control Devices (CA MUTCD)
- C. California Vehicle Code (CVC)
- D. National Electrical Manufacturers Association (NEMA)
- E. Underwriters' Laboratories Inc. (UL)
- F. Electronic Industries Association (EIA)
- G. National Electrical Code (Code)
- H. California Administrative Code, Title 8, Subchapter 5, Electrical Safety Orders
- I. Rules for Overhead Electrical Line Construction, General Order No. 95 and Rules' For Construction of Underground Electric Supply & Communication Systems, General Order No. 128 of the Public Utilities Commission
- J. Standards of the American Society for Testing and Materials (ASTM)
- K. National Standards Institute (ANSI)

2.3 Submittals

- A. [Section 01 33 00 - Submittal Procedures](#): Submittal procedures.
- B. Contractor shall submit a schedule of values for all lump sum contract items in accordance with the Submittal Procedures Section 01 33 00.
- C. Unless otherwise authorized in writing by the Project Manager, the Contractor shall, in accordance with the Submittal Procedures Section 01 33 00, submit to the Project Manager for approval of list of equipment and materials which the Contractor proposes to install. The list shall be complete as to name of manufacturer, size and identifying number of each item.
- D. In addition, the Contractor shall submit detailed drawings and wiring diagrams for all electrical equipment to be used. The City will not be liable for any material purchased, labor performed, or delay to the work prior to review of documents required above.
- E. Product Data: Provide manufacturers specification, literature, and shop drawings for all products in this Section including, but not limited to, the following items:
 - Traffic signal controller cabinets. The cabinet diagram shall include all details and dimensions of the cabinet enclosure, door, shelves, and internal features.
 - Conduit (GRS, PVC, and HDPE), pull boxes, conductors, vehicle signal heads, pedestrian signal heads, signal mounting assemblies (framework and mounting hardware), McCain yellow retroreflective border backplates, poles, mast arms, push buttons, loop sealants, conduit, pull tape, pull boxes, conduit/duct plugs and caps, LED signal modules, video detection system, battery backup system, and paint.
- F. If ordered by the Project Manager, the Contractor shall submit for review sample articles of the material proposed for use. After review, said sample articles will be returned to the Contractor. Inspection or sampling of certain materials may be made at the factory or warehouse prior to delivery to the jobsite, when required by the Project Manager.
- G. The Contractor shall submit a Sign Inventory Form to be used as the official sign inventory record. The form is to be submitted by the Contractor as part of the Traffic Control Plan prior to the start of any contract field work. The Sign Inventory Form is included in this Project Manual as Appendix A to this Section. Sign Inventory Forms are required for each intersection corner that included any pole or traffic signal work. Sign Inventory Forms shall accurately reflect all existing traffic control, street name, and other City signs at the required corners including approximately 25' along each sidewalk approaching the corner.
- H. If directed by the Project Manager, submit a scaled shop drawing or full scale mock-up for any sign that does not comply with the CA MUTCD.
- I. If directed by the Project Manager, or as one or more of the following conditions exist, a Short Circuit Coordination study/Arc Flash study shall be required.
 - Voltage ratings above 208 VAC to 15,000 VAC

- Bolted Fault between 700 Amps – 106,000 Amps Short Circuit Current
- Arcing Fault based on circuit breaker clearing time
- XFMR Impedance characteristics above 125 KVA
- Systems of 50 & 60 Hz
- Both Grounded and Ungrounded systems

2.4 Closeout Submittals

- A. [Section 01 78 00 - Closeout Submittals](#): Requirements for submittals.
- B. Upon completion of the work, the Contractor shall submit one (1) complete set of "as-built" or corrected plans showing in detail all construction changes, within thirty (30) days of project completion
- C. Prior to acceptance of the work, the Contractor shall furnish five (5) sets of traffic signal controller cabinet schematic wiring diagrams which shall have the same phase designations required or as shown on the plans for the intersection. The diagrams shall show the location of the installation and shall list all equipment installed in each cabinet.
- D. For each signal installation, the Contractor shall furnish an intersection sketch showing standards, detectors and phasing. One (1) copy of the controller cabinet diagram and the intersection and phase diagram, as reviewed by the City, shall be placed in a heavy-duty plastic envelope and attached to the inside of the door of each controller cabinet.

2.5 Quality Assurance

- A. All equipment and work shall be performed in accordance with the regulations and codes as follows: NEMA, the UL, or the EIA, wherever applicable. In addition to the requirements of the plans, these specifications, and the Special Provisions, all materials shall conform where applicable to the requirements of the Code; California Administrative Code, Title 8, Subchapter 5, Electrical Safety Orders; Rules for Overhead Electrical Line Construction, General Order No. 95 and Rules' For Construction of Underground Electric Supply & Communication Systems, General Order No. 128 of the Public Utilities Commission; ASTM; ANSI; any local ordinances which may apply; and the applicable provisions of the Caltrans Standard Specifications, CA MUTCD, and CVC.
- B. Manufacturers' warranties and guarantees furnished for materials used in the work and instruction sheets and parts lists supplied with materials shall be delivered to the City prior to acceptance of the project. The duration of the warranty or guarantee shall be the standard of the industry with minimum of one year from the date of acceptance of the work.
- C. The controller/cabinet vendor shall provide phone technical support with a response time of two (2) hours or less during vendor's normal business hours. This technical support shall be at no additional cost during the life of the contract or warranty period. The technical support shall be provided by qualified personnel

with extensive knowledge of the firmware and hardware characteristics of the controllers and cabinets provided in this contract. The vendor shall provide technical assistance with the programming of all controllers provided in this contract.

- D. If necessary, the controller/cabinet vendor shall provide field activation assistance by qualified personnel for all controllers supplied in this contract during the warranty period.
- E. The controller and cabinet, including cabinet wiring and related hardware, shall be guaranteed against defective materials or workmanship for a twenty-four (24) month period (from date of delivery). The vendor shall be responsible for reimbursing City forces for any time and material utilized to make necessary field trouble calls due to defective controllers and/or related hardware peripherals during the warranty period. Units that are identified as being defective before the warranty has expired shall be replaced within fourteen (14) calendar days. The vendor shall be responsible for all costs, including shipping, incurred by the City for all units that are installed at an intersection and fail as a result of warranty covered failure within the warranty period.
- F. Prior to delivery, the controller and/or cabinet assembly shall be tested by the controller and/or cabinet manufacturer or authorized local distributor to ensure proper component integration and operation. All inputs and outputs shall be tested. The controller manufacturer shall provide certification that the controller has met all CALTRANS quality assurance tests. The cabinet manufacturer shall provide certification that the cabinet assembly has met all NEMA quality assurance tests.
- G. The Battery Backup System (BBS) Manufacturer shall provide a two (2) year factory-repair warranty for parts and labor on the BBS from date of acceptance but more than six (6) months from ship date. Batteries shall be warranted for full replacement for five (5) years from date of purchase with an additional one (1) year added when a battery balancer is installed at time of initial installation. A battery shall be considered bad should it not deliver 80% of its original capability within the stated warranty period.

The warranty shall be included in the total bid price of the BBS.

- H. Each BBS shall be manufactured in accordance with a manufacturer Quality Assurance (QA) program. The QA program shall include two Quality Assurance procedures: (1) Design QA and (2) Production QA. The Production QA shall include statistically controlled routine tests to ensure minimum performance levels of BBS units built to meet this specification and a documented process of how problems are to be resolved. The manufacturer, or an independent testing lab hired by the manufacturer, shall perform Design Qualification Testing on new BBS system(s) offered, and when any major design change has been implemented on an existing design. A major design change is defined as any modification, either material, electrical, physical or theoretical, that changes any performance characteristics of the system, or results in a different circuit configuration.

Production Quality Control tests shall be performed on each new system prior to shipment. Failure to meet this requirements shall be cause for rejection. Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

2.6 Qualifications

- A. The Contractor or its listed subcontractor or its key team members performing electrical work for this contract shall have a current and active class A General Engineering Contractor or C-10 Electrical Specialty license, and have satisfactorily completed projects with work that is similar in size and complexity to that of the Contract with the following minimum requirements:
 - The City considers the proper classification for employees who perform all electrical work associated with the installation of underground fed traffic signals to be that of Electrician: Inside Wireman.

2.7 Delivery, Storage, and Handling

- A. Section 01 60 00 - Product Requirements: Product transportation, storage, handling, and protection requirements.
- B. Protect, transport, and store all electrical items specified herein in accordance with manufacturer's instructions.
- C. Contractor shall pickup controller from the City of Pittsburg's Corporation Yard, 357 E. 12th Street, Pittsburg, CA 94565 after testing completed by the City. City will test the new cabinet and controller at the Corp yard and implement the timing into the controller. City will test and operate the cabinet and controller in their Corp yard for approx. a week. Contractor to deliver the cabinet at the Corp yard for testing.

2.8 Maintenance / Extra Materials

- A. [Section 01 78 00 - Closeout Submittals](#): Extra materials and maintenance products.

PART 3 - PRODUCTS

3.1 Vehicle Signal Heads

- A. Vehicle signal faces shall conform to Section 86-1.02R, "Signal Heads," of the Caltrans Standard Specifications.
- B. All traffic signal heads shall have 12" indications and be LED.
- C. All new vehicle signal heads installed at any one intersection shall be of the same style and from the same manufacturer, except for programmed visibility heads.

3.2 Louvers and Visors

- A. All louvers and visors shall conform to Section 86-1.02R(4)(c) "Visors and Directional Louvers," of the Caltrans Standard Specifications. Visors for signal faces shall be aluminum.
- B. Where shown on the plans or standard drawings, louvers shall be furnished and installed in the visors of the signal head sections designated. Louvers shall be Directional Louvers as per Caltrans Standard Plan ES-4C.
- C. Visors shall be attached to signal heads with "universal" clips. The contractor shall apply an anti-seize compound (brand name "Never-Seeze" or equal) to the threads of the screws used to secure visors to signal heads.
- D. Unless indicated otherwise on the plans, angle visors shall be dimensioned as follows:
 - 12" heads 12"x12"x27"

3.3 Pedestrian Signals

- A. Pedestrian signals shall conform to Section 86-1.02S, "Pedestrian Signal Heads," of the Caltrans Standard Specifications.
- B. All pedestrian signal heads shall have solid "man" and solid "hand" indications and be LED and countdown.
- C. All pedestrian heads shall have a device approved by the City to reduce sun glare.

3.4 Pedestrian Push Button Post

- A. Pedestrian push button posts shall be in accordance with Caltrans Standard Plan ES-7A.

3.5 Accessible Pedestrian Signals

- A. Accessible pedestrian signals shall conform to Section 86-1.02T "Accessible Pedestrian Signals," of the Caltrans Standard Specifications.
- B. Accessible pedestrian signals shall be Polara Navigator, or approved equal.
- C. Accessible pedestrian signals shall be in accordance with Caltrans Standard Plan ES-5C.

- D. Accessible pedestrian signals shall be installed on the crosswalk side of the standard unless otherwise specified.
- E. Accessible pedestrian signals shall be installed near transit stations, or as directed by the City, with Braille signage.

3.6 Signal Mounting Assemblies

- A. Signal mounting shall be as per applicable details shown on Caltrans Standard Plan ES-4A, ES-4B, ES-4C, ES-4D, and ES-4E. Heads shall be supported by assemblies of 1-1/2" Standard steel pipes with malleable iron or bronze fittings. All assemblies shall be installed plumb or level, as applicable, shall be symmetrically arranged, and securely tightened.
- B. Top horizontal members shall be approximately 12" in length.
- C. Construction shall be such that all conductors are concealed within standards or pipe assemblies.
- D. Each U-bolt type pole clamp shall consist of a cast bronze pole plate drilled and tapped for 1-1/2" pipe thread, a hot-dip galvanized 1/2" U-bolt to fit the perimeter of the pole and oversized galvanized nuts and SAE washers. Portions of the pole plate shall be hinged for adapting the plate to various pole contours and shall be equipped with bolt openings through which the ends of the U-bolt shall be installed. U-bolt threads shall extend beyond the face of the nut at least 1/4" and no more than 1-1/2".
- E. All set screws and back plate attachment screws shall be stainless steel. Plumbizer thru bolts, nuts, and washers shall be galvanized. Setscrews in slip fitters shall have square heads.
- F. Unless otherwise specified herein or on the plans, heads shall be installed with terminal compartment mountings. For top mounting of a one-way head and mast arm mountings, a slip-fitter without a terminal compartment shall be used. Clamp-type mounting may be used for installation of heads on existing concrete standards if inserts for terminal compartment mounting have not been provided. The terminal compartment shall be mounted and the standard on the side away from traffic and parallel with the prolongation of the nearest curb face. Terminal compartment door screws shall be stainless steel and be 3/4" in length.
- G. All signal mounting framework shall be powder coated black.

3.7 Traffic Signal Standards, Pedestals, and Posts

- A. Standards for traffic signals and flashing beacons, pedestals for cabinets, and posts for pedestrian push buttons shall conform to Section 56-3 of the Caltrans Standard Specifications, and with Caltrans Standard Plans ES-7A through ES-7O.
- B. Anchor bolts shall be of the type and size as shown on the plans. Anchor bolts shall conform to the specifications of ASTM A307, and shall be provided with two (2) nuts and two (2) washers each. Anchor bolts shall extend no less than 1/4"

and no greater than 1-1/4" beyond the face on the nut. Anchor bolts shall not be cut.

- C. Anchor bolts, nuts, and washers shall be galvanized by the hot-dipped process conforming to ASTM A153, or cadmium plated with Type NS coating conforming to ASTM A165.
- D. All nuts shall be symmetrically formed with the hole centered and at right angles to the face, tapped to fit a corresponding thread so that nut can be run the entire length of the thread by the fingers without undue forcing, and without noticeable play or rocking.

3.8 Foundations (NOT USED)

3.9 Traffic Controller Unit

- A. The traffic controller unit furnished by the City to the Contractor to install will be Cubic / TrafficWare Model 980 ATC Type TS-2.
- B. Each controller furnished in this contract shall be in compliance with the March 12, 2009 TEES. Units provided in this contract shall meet Caltrans standards.
- C. Contractor shall provide City with seventy-two (72) hours' notice prior to pickup of the controllers for delivery on site for installation from the City Corp Yard.

3.10 Traffic Signal Controller Cabinet and Equipment

- A. All Cabinets shall be manufactured to the NEMA Standards Publication TS 2-2003 v02.06.
- B. Traffic signal controller cabinets shall be in accordance with Caltrans Standard Plans ES-3A through ES-3C.
- C. Contractor shall furnish and install a Cubic/TrafficWare NEMA Type P44 TS1 controller cabinet assembly with a 12" cabinet riser at the locations shown on the plans. The cabinet shall be installed on the existing traffic signal foundation.
- D. Conflict Monitor shall be Cubic/TrafficWare NM512-E123.

Backplates

- A. Backplates shall conform to the requirements in the revised CSS Section 86-1.02R(3) Backplates. All backplates shall be McCain yellow retroreflective border backplates.

86.03.15A CABINET CONSTRUCTION

Controller cabinet shall be City Standard Type P44 or Stretch P TS1 depending on location / design conforming to the requirements in SSS Section 86-3.04A "Cabinet Construction," and 86-3.04B "Cabinet shall have two exhaust fans with two thermostats wired parallel to non-UPS breaker. A baffle bracket shall be provided to interrupt and prevent reverse air flow between the fans. "

State Standard Plan No. ES-3A, except the following:

- A. Cabinet and doors shall be fabricated of 0.125" minimum thickness aluminum with continuously-welded exterior seams. The door shall be latched using a three (3) point latching mechanism, using rods with a roller-style design and bearings. The cabinet door shall be fitted with a Number 2 Corbin lock (#2 key) and a stainless steel handle with a flat profile.
- B. Cabinet shelves shall provide spaces with minimum dimensions of 12" x 19" x 12".
- C. Cabinet shall be Anodized Aluminum.
- D. All equipment and modules shall be secured when properly installed. Vibration and minor shaking of the cabinet shall not cause any equipment or module to become dislodged from its proper position nor its operation to fail.
- E. All cabinet shelves shall be perforated.
- F. Cabinet to have P Cabinet Lifting Ears. P/N: 3A624-2000

86.03.15B CABINET WIRING

Wiring shall conform to the requirements in CSS Sections 86.01.04C "Controller Cabinet Submittals," and 86.02.09 "Wiring," SSS Section 86-3.04C "Cabinet Wiring," and the following.

- A. All wires terminating on a terminal strip shall be neatly dressed with adequate service loop.
- B. All solid conductors installed in the cabinet (such as component pigtailed), when a crimp connector is applied, shall be soldered.
- C. No more than three (3) wires shall be attached to the rear of each terminal of a feed-through type terminal block, and it shall be possible to alter or interrupt any and all equipment and terminal interconnections at the front of aforementioned terminal block(s). Jumpers shall be allowed on the rear of terminals in order to bus logic power, logic grounds, and other signals for multiple distributions to front mounted terminations.
- D. The "D" harness shall be included to include type (40) detect functions.

86.03.15C CABINET ACCESSORIES

The following accessories or features shall be provided and included as part of the controller cabinet assembly:

- A. A two (2) position "Stop Time Auto-Manual" switch shall be provided stop time of the controller unit when the police panel "Flash-Auto" switch is placed into the "Flash" position. When placed in the "Manual" position, the controller unit will be stop timed. The "Stop Time Auto-Manual" switch shall not have an off position.

- B. An "Equipment Power On-Off" switch shall be provided on the control panel to disconnect power to all equipment in the cabinet except the vehicle flasher circuit, which shall remain operable.
- C. A "Controller Unit On-Off" switch shall be provided on the maintenance panel. It shall remove power from both the controller unit and the conflict monitor.
- D. The cabinet lighting fixture shall be an LED type, composed of two modules with each module having an output of 300 lumens. The light fixture shall be mounted on the fan/light control panel. A third LED module shall be mounted under the document drawer. A door switch shall be provided to shut off the cabinet light when the door is closed.
- E. The maintenance panel shall be silkscreened and not use engraved labels.
- F. Signal interconnect terminal strip to be installed.

86.03.15D AUXILIARY EQUIPMENT

The following auxiliary equipment shall be provided.

- A. The load bay shall be fastened with hinges near the bottom rear of its point of attachment to the cabinet. It shall be possible, by removing no more than two (2) fasteners at the top of the rack, to swing the rack downward and gain access to the rear of the rack and its wiring.
- B. Sixteen (16) MOV modules shall be supplied with every cabinet, having 12x modules with MOV protection only and 4x modules with MOV protection and a loading capacitor on the YELLOW channel only for pedestrian channels. Load switches shall be PDC #SSS-86I/O.
- C. The back panel shall be constructed from one solid piece of 5052H32 black anodized brushed aluminum of 0.090" minimum thickness and formed so as to minimize any flexing when plugin components are installed. Back panels that are riveted together from multiple pieces of aluminum will not be acceptable.
- D. All load switch outputs shall be wired to the field terminal blocks. All load switch field terminals shall be labeled with colored labels (RED, YELLOW, GREEN) that correspond to the appropriate signal indication color.
- E. The load bay shall provide sixteen (16) load switch channels, one (1) flasher, and eight (8) flash transfer relays. Load switches and flasher shall be securely supported by a well braced metal bar or shelf located underneath the load.
- F. Switch convection cooling or with full utilization of the load switch handle to facilitate the insertion and removal. The front portion of the support shall contain the phase/function label(s) for the load switches. The labels shall be visible while either standing or kneeling in front of the cabinet. All load switches shall be of solid state design and shall be provided with LED indicators of the input and output status.
- G. Conflict monitors shall conform to Section 3 of NEMA Publication TS 2-2003 v02.06, Type 2 Controller Unit; and the following:

- TS1 monitor with twelve (12) fully programmable input channels shall be used.
 - The monitor shall have the capability to detect the absence of phase color, switch failure, no lamp load conditions and more than one color (R, Y, or G) being on at the same time for each channel. It shall also be capable to detect short clearance intervals for each phase. The minimum interval shall be fixed at 2.5 seconds or shall be adjustable between 2.5 seconds and 2.8 seconds.
 - Conflict monitors are required to monitor voltage levels per NEMA standards regardless of sensed voltage phase shift with respect to cabinet voltage. This shall include 180 degree out of phase shift with respect to cabinet voltage.
 - Conflict monitors shall not latch upon the failure of the Controller Voltage Monitor (NEMA CVM) output; however, conflict monitors shall latch upon failure of either 24 volt monitor circuit.
 - The conflict monitor shall monitor both the controller 24 VDC power supply and the auxiliary power supply. The 24 volt monitor shall operate as follows:
 - a. If the monitoring device places the signals into flashing operation because of activation of either +24 VDC monitoring circuit, the flashing operation shall lock-in and shall release only upon operation of a reset switch and restoration of the proper +24 VDC levels. If a complete power failure to the controller assembly occurs after the monitoring device has placed the signals into flashing operation because of activation of either +24 VDC monitoring circuit, the flashing operation may release if proper +24 VDC levels exist when power is restored.
 - b. Circuitry to provide this feature shall be fully contained within the conflict monitor unit.
 - c. In no case shall a complete power failure to the controller assembly, which was functioning properly and in normal or "automatic" mode prior to the power failure, cause the signals to be in flashing operation, due to false or erratic operations of the aforementioned circuitry, after restoration of power.
 - d. All conflict monitor wiring for channel assignments to field indications shall be connected only to the field terminal block(s), not to the rear of load switch sockets.
- H. One duplex convenience outlet with USB charging ports shall be provided in each cabinet.
- One six (6) outlet power strip to be provided in each cabinet.
- I. A convenience outlet shall be provided in each cabinet, conforming to the requirements in SSS Section 86-3.05B "Convenience Receptacle" and the following:
- Devices plugged into the convenience outlet shall not be damaged or interfered by the cabinet door movement.

- It shall be equipped with ground fault circuit interrupter (GFCI) protection.
- J. All isolators, interfaces, cables, and related equipment for pedestrian circuitry, telemetry, and preemption systems shall be provided regardless of whether those systems will be provided. The optical discrimination module shall only be provided when specified.

86.03.15E DETECTOR CARD RACK AND DETECTOR TERMINATION PANEL

A. Detector Card Rack

- Each controller cabinet shall be provided with two TS1 rack-mount card racks, capable of providing thirty two (32) channels of loop detection:
 - a. EVP rack to provide two (2) dual channel detector cards. First slot for channel A & B, Second slot for channel C & D. Opticom phase selectors to be GTT 762.
- Detector card racks shall have a rigid aluminum frame and shall have slots set in a modular fashion such that the PCB edge connectors shall plug into the rear while sliding between top and bottom card guides for each module. Mounting flanges shall be provided and be turned outward for ease of access. Detector card racks shall be bolted to and unbolted from the cabinet shelf using simple tools.
- Card rack slots shall be numbered one (1) to sixteen (16) from left to right when viewed from the front of the rack. A flange shall be provided on the top and the bottom of the rack to label each individual channel.
- Detector card racks shall be powered by an external DC power supply.
- Rack chassis ground shall be bussed to a common point and wired to the detector panel.
- Rack logic ground shall be bussed to both the controller logic ground and the external logic ground at a common point and wired to the detector panel.
- Provide sixteen (16) LCD "EDI" Oracle 2E 2-channel detector cards with beep tone for maintenance purposes.

B. Detector Termination Panel

The controller cabinet shall be provided with a loop detector termination panel mounted in the interior left side of the cabinet. The detector panel shall meet the following:

- Detector termination panel shall provide for all connections between detector loops installed in the street and detector amplifiers.
- Detector termination panel shall be constructed of 3.2 mm / (1/8") thick aluminum.
- Detector termination panel shall contain a 76 mm (3") horizontal slot in each corner to accommodate 6 mm (1/4") mounting bolts.

- All inputs from the loops shall be brought through posted 10/32" X 5/16" binder screw terminals or 8/32" X 5/16" binder screw terminals.
- Each loop pair shall be protected by lightning surge suppressor. The suppressors shall be mounted to the back of the panel using feed-through screw terminals.
- Detector terminals shall each have a test switch such that when the switch is closed, a call is placed upon that detector input. The test switch shall be on momentarily.
- A chassis ground bus bar shall be provided on the panel and connected to the cabinet by an insulated braided copper ground strap. The strap shall be bonded to the cabinet.
- The detector termination panel shall provide connection points for :
 - a. External 24V power supply;
 - b. Loop inputs;
 - c. Logic ground; and
 - d. Chassis ground bus.

86.03.15F POWER PANEL

- A. Cabinet power panel shall have a plugin type (HE1750) AC Surge Protector, Modular, and a HESCO/RLS model LF60, 60 amp 125 VAC radio interference line filter.
- B. Separate breakers for convenience outlet, fan and light to a terminal block to service power.
- C. Separate breaker for signal power to a terminal block for UPS.
- D. A Crydom A-2475 solid state contactor shall be used instead of a mercury contactor.

3.11 Vehicle Detection Systems (NOT USED)

3.12 Battery Backup System (BBS)

- A. Battery Backup Systems shall be mounted shown on the plans. The location of each shall be as shown on the plan or as directed by the City.
- B. Battery Backup Systems to provide backup to the Controller and Traffic Signal Control shall be installed by one of the following methods:
 - Pole Mounted: The BBS Enclosure shall be capable of being Pole Mounted. The enclosure will house the batteries, UPS and bypass switches. The cabinet must meet the requirements for NEMA 3R enclosures. The housing must have the structure and bracket options to be easily attached to wooden, steel or concrete pole. Dimensions of the enclosure shall not exceed 27"H x 22" W x 18" D.

The complete enclosure and door must be made from .125" thick, 5052 aluminum. All external seams must be continuously welded. The door opening must have a double flange for weather sealing purposes.

- Pad Mounted: The BBS Enclosure shall be capable of being Pad Mounted. The enclosure will house the batteries, UPS and bypass switches. The cabinet must meet the requirements for NEMA 3R enclosures. Dimensions of the enclosure shall not exceed 50"H x 17" W x 17" D. An 8" Riser shall be available for Stand-Alone Pad Mount installations.

The complete enclosure and door must be made from .125" thick, 5052 aluminum. All external seams must be continuously welded. The door opening must have a double flange for weather sealing purposes.

- Side Mounted: The BBS configuration shall have the UPS Power Module installed into the existing traffic control cabinet along with the bypass manual/automatic transfer switch. The batteries shall be installed into its own side mounted battery compartment. The side mounted battery compartment will house the batteries, battery balancer and compartment fan. The cabinet must meet the requirements for NEMA 3R enclosures. The housing must have the dimensions so that it may easily be attached the side of a P44 cabinet. Dimensions of the enclosure shall not exceed 48"H x 20" W x 10" D. The side mounted battery compartment must not interfere with the opening of the traffic cabinet door.

The complete enclosure and door must be made from .125" thick, 5052 aluminum. All external seams must be continuously welded. The door opening must have a double flange for weather sealing purposes.

The battery side mount compartment will be mounted to the traffic control cabinet with six (6) 8 hex head bolts, 1/4" x 20". All holes will be field drilled by the Contractor to accommodate the specific situation. A grommet must be supplied to protect the cable in a field drilled 1.5" to 2" hole for cable connection to the existing traffic controller. The Contractor will supply all the mounting hardware, bolts, washers, nuts, gaskets, bushings, grommets, caulking, etc., necessary to install the cabinet in a safe and weatherproof manner.

Battery Backup System shall consist of a complete **Alpha Technologies SE48-2216 with Alpha FXM HP 1100 Inverter with Terminal Blocks, 120VAC Input and Output, 48VDC Battery Bus, SNMP Kit, AC and DC Breakers with Auxiliary Switch** , or approved equal, and shall conform to the following.

- Description.
Furnish an Outdoor Hardened Battery Backup System with a battery enclosure mounted as noted.
- Materials.
Furnish, assemble, fabricate, or install new corrosion resistant materials in accordance with these specifications. Supply a "rack mounted" UPS unit,

including a front panel with indicators and control switches, as shown on the plans.

- Functional Requirements.

The following are the minimum requirements for a complete emergency battery backup system for use with Light Emitting Diode Traffic Signal Modules at intersections with NEMA cabinets. The Battery Backup System (BBS) shall include, but not be limited to the following: Inverter/Charger, Batteries, a separate automatic and manually operated Bypass Switch and all necessary hardware and interconnect wiring. The BBS shall be capable of providing power for full run-time operation for an “LED –only” intersection (all colors: red, yellow, green and pedestrian heads) or flashing mode operation and intersection Red LED’s. The BBS shall be designed for outdoor applications.

- Enclosure Construction

- a. Door. The cabinet must have a door to provide access to the complete cabinet interior. The door must include a continuous piano hinge made of 14-gauge stainless steel and a .120” diameter stainless steel hinge pin. The hinge must be attached to the enclosure and the door with close end pop rivets. The door must have a three (3) point locking mechanism with rollers at the ends for the latch rods. The key lock must be a Corbin cylinder lock with a #2 key. When the door is opened it must have stops at 90, and 130 degrees. A continuous neoprene gasket must be used to weatherproof the enclosure when the door is closed.
- b. Ventilation Fan. A fan must be mounted in the air baffle at the top of the cabinet with an air outlet built into the overhang. The fan must be thermostatically controlled. The bottom of the door must be louvered to allow airflow. A removable dust filter must be located behind the vent.
- c. Finish. The enclosure shall be a natural aluminum or painted ASA 61 Gray.
- d. Features. An “On Battery” factory installed high impact red light option shall be available for the enclosure. The “On Battery” LED shall operate off of the DC voltage of the UPS to notify that the UPS is on batteries without opening of the door. The lamp will be wired to and controlled by the UPS power module. The enclosure shall be designed to rack mount the UPS and Fail Safe ATS transfer switch. When the UPS is mounted into the enclosure it must be mounted to accommodate straight-on horizontal viewing of the LCD screen on the UPS.
- e. Generator Connection. An optional factory installed flush mount generator compartment with neoprene gaskets for weatherproofing shall be available for the enclosure. The generator compartment shall include a locking 30 amp plug, L5-30FI, for connecting of a portable AC generator. A manual transfer switch shall be mounted within the generator compartment to allow for transferring from utility power to generator

power. The generator door will provide a cable slot to allow for closing of the door when the generator is plugged in and to lock the cable inside of the compartment. The door will include a Corbin Type 2 lock.

- Battery System
 - a. Individual batteries shall be:
 - Voltage rating: 12V type
 - Amp-hour rating: 100 amp-hour minimum
 - Group size: 31
 - Batteries shall be easily replaced and commercially available off the shelf
 - b. Batteries used for BBS shall consist of four (4) batteries. All batteries must meet their specifications out of the box immediately after the initial twenty-four (24) hour top off charge. Batteries that require cycling to meet the AH rating specifications are not acceptable.
 - c. Batteries shall be deep discharge, sealed prismatic lead-calcium based GEL/VRLA Gelled Electrolyte/ Valve Regulated Lead Acid). Batteries designed for Cycle applications, such as Solar, are not acceptable. The battery must be designed for Standby Applications.
 - d. Batteries shall have a discharge operating temperature range of – 40 °C to +71 °C.
 - e. Batteries shall have a Manufactures Warranty of four (4) Years Full Replacement plus one (1) additional year when a battery balancer is used. The warranty shall cover any battery that does not meet 80% of its original reserve capability during the warranty period.
 - f. The batteries shall be provided with appropriate interconnect wiring for the cabinet into which they will be installed.
 - g. Batteries shall indicate maximum recharge data and recharging cycles.
 - h. Battery Harness.
 - Battery interconnect wiring shall be via two-part modular harness.
 - Part I shall be equipped with red (+) and black (-) 30.48 cm (12") cabling that can be permanently connected to the positive and negative posts of each battery. Each red and black pair shall be terminated into an Anderson style Power Pole connector or equivalent.
 - Part II shall be equipped with the mating Power Pole style connector for the batteries and a single, insulated Power Pole style connection to the inverter/charger unit. Harness shall be fully insulated and constructed to allow batteries to be quickly and easily connected in any order to ensure proper polarity and circuit configuration.

- Power Pole connectors may be either one-piece or two-piece. If a two-piece connector is used, a locking pin shall be used to prevent the connectors from separating.
- All battery interconnect harness wiring shall be UL Style 1015 CSA TEW or Welding Style Cable or equivalent, all of proper gauge with respect to design current and with sufficient strand count for flexibility and ease of handling.
- Battery terminals shall be covered and insulated with molded boots so as to prevent accidental shorting.
- i. Battery Balancer: The battery balancer shall be provided that automatically balances the battery charge voltage on all batteries in the string to within $\pm 100\text{mV}$ between any two batteries. The Balancer shall allow for any single 12V battery within the battery string to be replaced at any time throughout the warranty period and not require the purchase of new batteries, to install the battery covered under the warranty.
- BBS Operation
 - a. The BBS shall provide a minimum four (4) hours of full run-time operation at 500 watts with an additional nine (9) hours of Red Flash operation at 125 watts. Typical values for a "LED-only" intersection. The inverter, when on batteries, shall operate with a minimum efficiency of 84% with a load ranging from 25% to 90% of the BBS total output rating. The BBS shall operate at 98% or higher when operating under normal condition (utility power is available).
 - b. The BBS, for safety and efficiency shall operate with a nominal 48 VDC buss. A DC level higher than 56 VDC shall be considered unsafe and not acceptable.
 - c. The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be 5 milliseconds. 5 milliseconds maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.
 - d. The BBS shall include a rack mounted Fail Safe Automatic/Manual Bypass Switch for bypassing the UPS for maintenance. The FS-ATS bypass switch will be a 3-stage configuration, UPS Normal mode, bypass UPS on and bypass UPS off. The FS-ATS Bypass Switch shall mount in a 19" rack inside of the BBS side mount enclosure.
 - e. The BBS shall provide the user with 6-sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) individually programmable dry relay contact closures, available on a front panel-mounted terminal block, rated at a minimum 120V/1A, and labeled so as to identify each contact.

- One set of NO and NC contact closures shall be energized whenever the unit switches to battery power. Contact shall be labeled or marked "On Batt."
 - A second and third set of NO and NC contact closures shall be energized whenever the battery approaches approximately 40% of remaining useful capacity. Contact shall be labeled or marked "Low Batt." This setting must be adjustable from 10% to 90% via the RS232 connection.
 - A fourth set of NO and NC contact closures shall be energized two hours after the unit switches to battery power. Contact shall be labeled or marked "Timer." This setting must be adjustable from 1 Min. to 8 Hours via the RS232 connection.
 - A fifth set of NO and NC contact closures shall be energized in the event that an Alarm condition occurs. Contact shall be labeled "Alarm".
 - A 48 VDC output shall be provided for operating an external fan. This output can also be factory configured as a dry contact
 - Relay contact activation shall be annunciated on the front panel via a visual indication. This can be either discreet LED, or part of LCD screen, etc.
- f. The BBS shall have two (2) independently programmable timers 0 to 8 hours with two (2) times-of-day restrictions on each timer, providing dry contacts to provide Red Flash operation at user definable times of day.
- g. The BBS shall provide three (3) user inputs to support Intrusion Alarm, Emergency Power Off (EPO) and external Self Test (Battery Test).
- h. Operating temperature for both the inverter/charger, and manual bypass switch shall be $-40\text{ }^{\circ}\text{C}$ to $+74\text{ }^{\circ}\text{C}$ with a load of 850 watts.
- i. The Fail Safe ATS Bypass Switch shall be rated at 240VAC/30 amps, minimum.
- j. The BBS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of 2.5 – 6.0 mV/ $^{\circ}\text{C}$ per cell. The temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall come with 3 meters (9'10") of wire.
- k. Batteries shall not be recharged when battery temperature exceeds $50\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$.
- l. BBS shall bypass the utility line power whenever the utility line voltage is outside of the following voltage range: 85VAC to 175VAC ($\pm 2\text{VAC}$). During a utility input from 85 VAC to 175 VAC the UPS shall utilize its internal double buck, double boost regulation to maintain a 108 to 131 VAC output to the controller cabinet, without the use of the batteries. The BBS shall go into Boost Mode 1 when the AC Line voltage reaches below

110 VAC, +/- 2volts. When the AC line drops below 96 VAC, +/- 2 volts the BBS shall go into Boost Mode 2. When the AC line voltage reaches 131volts, +/- 2volts the BBS shall go into Buck Mode 1. When the AC Line voltage reaches 150 volts the BBS shall go into Boost Mode 2.

- m. When utilizing battery power, the BBS output voltage shall be between 110 VAC and 128 VAC, pure sine wave output, $\leq 3\%$ THD, $60\text{Hz} \pm 3\text{Hz}$.
- n. BBS shall be compatible with Cubic/TrafficWare Model 980 ATC Controllers, and cabinet components for full time operation. All loads to the maximum rating of the BBS shall be powered through the BBS system to utilize the UPS internal Buck/Boost regulation.
- o. In cases of low (below 85VAC) or absent utility line power, when the utility line power has been restored to normal for more than 3 seconds, the BBS shall transfer from the Boost Regulation Mode or the battery backed inverter mode back to utility line mode.
- p. In cases of high utility line power (above 175VAC), when the utility line power has been restored to normal for more than 3 seconds, the BBS shall transfer from the Buck Regulation Mode or battery backed inverter mode back to utility line mode.
- q. BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service. For conformation the UPS module must be UL/CSA approved and labeled. "Tested to" or "Built to" UL/CSA is not acceptable.
- r. In the event of inverter/charger failure, battery failure or complete battery discharge, the Fail Safe Transfer Switch shall revert to the NC (and de-energized) state, where utility line power or generator power, if available, is connected to the cabinet.
- s. Recharge time for the battery, from "protective low-cutoff" to 90% or more of full battery charge capacity, shall not exceed eight (8) hours, unless limited by the Temperature Regulated charger due to excessive battery heat that could damage the integrity of the battery string.
- t. Batteries shall be Deep Discharge Gel Type Valve Regulated Lead Acid Battery and compatible with the Battery charger.
- Maintenance, Displays, Controls and Diagnostics
 - a. The BBS shall include a display and /or meter to indicate current battery charge status and conditions.
 - o The BBS shall provide voltmeter standard probe input-jacks (+) and (-) to read the exact battery voltage drop at the inverter input.
 - b. The BBS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.
 - c. The BBS shall be equipped with an integral system to prevent battery from destructive discharge and overcharge.

- d. The BBS and batteries shall be easily replaced with all needed hardware and shall not require any special tools for installation.
- e. The BBS shall display via an LCD panel to indicate the number of times the BBS was activated and the total number of hours the unit has operated on battery power. The LCD display shall show the UPS mode, Alarm status, Input and output voltages, Output current, Battery voltage, battery charger current and last event. It shall allow for programming of the battery charger from 3, 6 and 10 amp charger setting.
- f. The BBS shall include two separate communication ports on the front panel of the UPS, a factory installed internal Ethernet port for SNMP/WEB communications along with an RS 232 port for local communications.
- g. The BBS shall include a Microsoft Windows® Graphical User Interface for programming and monitoring the BBS. This must be provided in addition to the use of Hyper Terminal and provided at no cost.
- h. Manufacturer shall include a set of operator's manuals with each BBS.
- i. The BBS shall provide the ability to manage daylight savings time automatically.
- j. The BBS temperature reporting shall be selectable, Celsius or Fahrenheit.
- k. The BBS shall have the ability to update the firmware via the Web Pages.
- l. The BBS shall be capable of reporting the date in either number or text format in any order of day, month and year.
- m. The BBS shall have battery runtime reporting integration based on the current rate of consumption via a selectable collection of common batteries and via generic configuration with editable Peukert's number.
- n. The BBS shall display the MAC address locally and remotely.
- o. The BBS shall display the unit serial number locally and remotely.
- p. The BBS shall display the record the power consumed by the load. (KW)
- q. The BBS shall have a user input selectable alarm. An alarm shall be sent via SNMP when activated.
- r. The BBS shall have a remote shutdown / reboot via SNMP feature.
- s. The BBS shall have up to 255 COM ports available on the RS-232.

3.13 Standard Street Lighting (NOT USED)

3.14 Decorative Street Lighting (NOT USED)

3.15 Pull Boxes

- A. Pull boxes shall be in accordance with Section 86-1.02C "Pull Boxes," of the Caltrans Standard Specifications and Caltrans Standard Plan ES-8A and ES-8B.
- B. Pull boxes shall be installed at the locations shown on the plans or, in long runs, they shall be spaced at not over 200'. It shall be the option of the Contractor, at its expense and subject to the approval of the City, to install additional pull boxes that he may desire to facilitate the work.
- C. Where practical, pull boxes shown in the vicinity of curbs shall be placed adjacent and level with the back of curb. Pull boxes shall be installed with the long side parallel to the curb. Pull boxes shall not be installed in any part of a driveway or other traveled way unless otherwise specified.
- D. The bottom of the pull box shall rest firmly on a 12'-thick bed of 1" max crushed rock extending 6" beyond the outside edges of the pull box.
- E. Concrete pull box covers to be installed in street lighting systems shall be inscribed "STREET LIGHTING" "HIGH VOLTAGE" for circuits over 600 volts. For 120 volt or 80 volt circuits, cover shall be inscribed with the applicable voltage.
- F. Concrete pull box covers to be installed in signal systems, or combined signal and low voltage lighting systems, shall be inscribed "TRAFFIC SIGNALS." Concrete pull box covers for underground service points, where both traffic signals and street lighting jointly occupy the same box, shall be inscribed "TS-SL."

3.16 Conduit (NOT USED)

3.17 Conductor and Wire

- A. Copper wire shall conform to the applicable portions of ASTM B3 and B8. Wire sizes shall be based on American Wire Gauge (AWG).
- B. Conductors for series street lighting systems shall be No. 8 AWG solid copper wire insulated with 0.110" thickness Polyethylene insulation. Standard S-61-402 of Insulated Power Cable City Association, and designated for operation at 5,000 volts.
- C. Where isolating transformers or ballasts are used, the secondary conductors from transformer to luminaire shall be insulated NO. 10 AWG solid copper wire. Multiple circuit conductors shall be of a size indicated on the plans. Insulation for such conductors shall be rated and UL approved for 600-volt operation, and shall be standard THHN Type. Grounding conductors shall be stranded soft drawn bare copper of the size indicated on the drawings. Insulated ground wires shall be permitted in raceways and shall be THHN Type with green insulating jacket.

3.18 Service (NOT USED)

PART 4 – EXECUTION

4.1 Maintaining Existing and Temporary Electrical Systems

- A. Existing electrical systems, or temporary replacements thereof, shall be maintained in effective operation by the Contractor during the progress of the work. The Contractor shall notify the Project Manager at least two (2) working days prior to performing work on existing systems.
- B. Before commencing the work, the Contractor shall submit in writing to the Project Manager a description and detailed schedule of the intended operations relative to keeping the traffic signals, traffic signal interconnect, and street lights in operation.
- C. The Contractor shall furnish and install whatever temporary or permanent conduit, overhead and other wiring and equipment as necessary, shall make all connections and do other work necessary to maintain normal signal and street lighting operation and at the conclusion of the need therefore, shall remove all temporary facilities from the site.
- D. Temporary wiring as described herein shall not apply to circuits exceeding 150 volts to ground.
- E. Temporary wiring may be either overhead or underground conductors. All temporary overhead conductors shall be slack-spanned with 20' minimum overhead clearance across thoroughfares and 12' minimum clearance above sidewalk areas. No temporary conductor may run on top of the ground or across any sidewalk area unless adequately protected in an electrical raceway. Overhead conductors shall be multi-conductor cable or single conductors, securely tied or taped at intervals not to exceed 5'. No spare conductors are required. All splices within 10' above ground level shall be enclosed in metal junction boxes. Splices made at ground level shall be enclosed in pull boxes.
- F. Temporary traffic signal heads shall provide a minimum of two (2) clearly visible signal faces for traffic from each direction, one being adjacent to the left side of the traveled way and one being adjacent at the right side of the traveled way. The exact location and any additional signal faces shall be determined by the City. All temporary signals shall be securely mounted at approximately a 10' height and wood poles, platform standards, or semi-permanent structures. Mast arms, where required, shall provide a minimum clearance of 17' from the traveled way to the bottom of the signal. All primary and mast arm signals shall have back-plates. All mast arm signals and arrow indications shall be 12" size.
- G. When traffic signal shutdown is permitted by the City, it will be for a two (2) hour period between 9a.m. and 2p.m. Work necessitating longer periods of time may be authorized by the Project Manager. Preliminary work associated with the shutdown shall be done prior to the actual shutdown in order to minimize the amount of time necessary for the completion of the work. Sufficient manpower and equipment shall be employed by the Contractor to minimize the shutdown

period. Once a shutdown is in effect, all work shall be diligently pursued without interruption until the signals are back in normal operation. Delays in effecting the shutdown by the City shall not constitute shutdown time for the Contractor.

- H. In all cases, shutdown flashing operation, and turn-on must be requested at least twenty-four (24) hours in advance and must be approved by the City.
- I. Contractor shall provide flagmen where necessary to handle traffic safely.
- J. The Contractor shall temporarily relocate existing City-owned equipment if the present location of equipment conflicts with an installation of this contract.
- K. The Contractor shall be completely responsible for the maintenance and continuity of operation of any temporary electrical facility installed by the Contractor.
- L. Disconnection of any existing or temporary streetlights shall not be permitted until the new equipment has been tested and properly adjusted.
- M. Lamps (LEDS) in traffic signal heads installed or relocated by the Contractor that burn out during the life of the contract shall be replaced by the Contractor with new approved traffic signal rated lamps.
- N. Lamps in street light luminaires installed, relocated or worked on by the Contractor that burn out during the life of the contract shall be replaced by the Contractor with new, equal lamps.
- O. The cost of electrical energy for any temporary facility will be borne by the City but the Contractor shall bear all costs of any temporary service connections.
- P. All work and expenses for maintenance of existing traffic signal and streetlights in operation shall be done as incidental work to traffic signal work of this contract.

4.2 Removing, Reinstalling or Salvaging Electrical Equipment

- A. Removing, reinstalling or salvaging electrical equipment shall be in accordance with Section 87-21 "Existing Electrical Systems," of the Caltrans Standard Specifications and the Special Provisions.
 - c. Unless otherwise specified, conductors, standards, electrical equipment, and foundations not to be reused shall become the property of the Contractor and shall be removed from the jobsite. Any salvage value shall be reflected in the Schedule of Values. All conduit abandoned in place shall be terminated at least 12" below the finished grade.
 - d. Care shall be exercised in removing equipment to be reused or salvaged so that it will remain in the condition existing prior to its removal. The Contractor will be required to replace, at its expense, any equipment which has been damaged or destroyed by its operations.
 - e. All salvaged equipment shall be coordinated and delivered to the City of Pittsburg's Corporation Yard, 357 E. 12th Street, Pittsburg, CA 94565. Contractor responsible for equipment to load, haul and offload materials as directed by the City at the Corporation Yard.

4.3 Excavation and Backfill

- A. The excavations required for the installation of conduit, foundations and other equipment shall be performed in such a manner as to cause the least possible damage to the streets, sidewalks and other improvements. The trenches shall not be excavated wider than necessary for the proper installation of the electrical equipment or foundations. Excavating shall not be performed until just prior to installation of equipment. The material from the excavation, shall be placed in a location to cause the least obstruction to surface drainage and vehicular and pedestrian traffic. Refer to Section 31 23 16 – Utility Trenching.
- B. Where excavations are required in parkways and lawns, existing sod shall be removed and preserved by the Contractor. After backfilling, the sod shall be replaced and the entire area restored to original grade and condition or better.
- C. Where excavations are required in concrete sidewalk, cuts and joints shall conform with the applicable provisions regarding concrete.
- D. After backfilling, excavations shall be kept well filled and maintained in a smooth and well-drained condition until permanent repairs are completed.
- E. At the end of each day, and at all other times when construction operations are suspended, all equipment, material and debris shall be removed from that portion of the right of way open for vehicular and pedestrian traffic. Barricades shall be erected at all excavations not backfilled or finished to final grade. Such shall conform with OSHA requirements.
- F. All excavations, including those resulting from removal of existing equipment as specified or on the plans, shall be backfilled and the surface restored to match existing improvements in conformance with the applicable requirements concerning such work. The work in the street or highway shall be performed in such a manner that not more than one lane of traffic is restricted in either direction at any time, unless approved by the City.

4.4 Foundation Construction (NOT USED)

4.5 Traffic Signal Pole Installation

- A. Standards, poles, pedestals, and posts shall be installed in accordance with Caltrans Standard Specification 87-1.03J.
- B. Plumbing of standards shall be accomplished by adjusting the nuts and the anchor bolts before the foundation cap is placed. Shims or other similar devices for plumbing or raking will not be permitted. After plumbing the standard, anchor bolts shall be cut off 1/4" above the nuts and the exposed surfaces shall be repaired with cold galvanizing paint.
- C. Holes left in the shafts of existing standards due to removal of equipment, shall be repaired by either welding a suitable disc, grinding smooth, and painting as

provided for repairing damaged galvanized surfaces elsewhere specified or grouting to match existing texture and color.

4.6 Signal Head Installation

- A. Install as per manufacturer's instructions.
- B. Signal heads shall not be installed at any intersection until all other signal equipment, including the controller, is in place and ready for operation at that intersection, except that signal heads may be mounted if the faces are turned away from traffic or are covered.
- C. Signal heads shall be located and aimed as shown on the plans or as directed by the City. Mounting location and standards shall be as shown or as directed by the City.
- D. Signal heads and framework shall be factory painted black.
- E. After installation, prior to signal operation, all signal heads shall be "bagged". Plastic sheeting and duct tape are not allowed.

4.7 Conduit Installation (NOT USED)

4.8 Wiring

- A. Wiring shall be done in conformance with all applicable Regulations and Codes and the requirements herein.
- B. Wiring shall be installed in accordance with Caltrans Standard Specification 87-1.03F "Conductors and Cable Installation".
- C. The Contractor shall investigate and conform the installation connections to any utility services, shall meet the specifications of the utility agency involved. In case of conflict, the utility specifications shall control and the Contractor shall comply in all respects at no additional cost to the City.
- D. Connectors and terminals for use with aluminum utility power service conductors shall be aluminum and shall be greased with an approved inhibitor.
- E. Where low-voltage conductors are run in standards containing high-voltage conductors, either the low-voltage or the high-voltage conductors shall be encased in flexible or rigid metallic conduit, to a point where the two types of conductors are no longer in the same raceway.
- F. Conductors shall be pulled by hand. Winches or other power-actuated pulling equipment shall not be used. Only approved lubricants may be used in placing conductors in conduit.
- G. Splices, where allowed, shall be made only in pull boxes and standard bases. Conductors shall be joined by the use of a connector approved by the City. The splice shall be capable of satisfactory operation under continuous submersion in water.

- H. Conductor insulation shall be well penciled, trimmed to conical shape, and roughened before applying splice insulation. Splice insulation shall consist of layers of vinyl chloride electrical insulating type, conforming to ASTM D2301, Type I, applied to a thickness equal to and well lapped over the original insulation.
- I. Small permanent identification bands shall be marked as specified. The bands shall be securely attached to conductors in pull boxes and near the termination of each conductor. Where circuit and phase are clearly indicated by conductor insulation, bands need not be used. Permanent identification bands shall be embossed, 6 mil oil resistant polyvinyl chloride tape with pressure-sensitive backing. Tape shall be of a type such that symbols contrast with the background color.

4.9 Bonding and Grounding

- A. Metallic cable sheaths, metallic conduit, non-metallic conduit grounding wire, ballast and transformer cases, service equipment, sign switches, anchor bolts, end metal standards that form a continuous system shall be effectively grounded. Bonding and grounding jumpers shall be copper wire or copper strap of the same cross-sectional area as No. 8 AWG for all systems, except where noted herein.
- B. Grounding of metallic conduit, service equipment and neutral conductor at service points shall be accomplished as required by the applicable Code and the serving utility, except that grounding conductors shall be No. 6 AWG copper wire.
- C. For bonding purposes in all non-metallic type conduit, a bare No. 8 AWG copper wire shall be run continuously in all circuits.
- D. Bonding of standards shall be accomplished by means of a No. 8 AWG bonding wire attached from a grounding bushing to a foundation bolt or to a 3/16", or larger, brass or bronze belt installed in the lower portion of the standard.
- E. Bonding of metallic conduit in non-metallic pull boxes shall be by means of copper strap or galvanized grounding bushings and bonding jumpers.
- F. The metallic conduit or bonding conductor system shall be securely grounded, at intervals not to exceed 500', to one of the following:
 - A 1" galvanized pipe driven to a depth of 8' and having its upper end not more than 3" above the conduit, or
 - A minimum 1/2" by 8' copper weld rod driven to a depth of 7' 9". On wood poles, all equipment mounted less than 10' above ground surface shall be grounded.

4.10 Inductive Loop Installation (NOT USED)

4.11 Video Detection System Installation and Training

General

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using a multi-sensor detection system.

The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at distances over 500' (152 meters). The sensor system shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for simultaneous stop bar presence detection, advanced detection, and special or advanced applications.

The video detection system shall be Iteris Vantage Vector, or approved equivalent.

System Hardware

The multi-sensor detection system (MSDS) shall consist of up to four hybrid video camera/radar sensors, up to two detection processors (DP) capable of processing from one to two sensors each, one Central Control Unit (CCU), (either 19" rack or shelf-mount form factor), input/output extension modules, video surge suppressors, HDMI monitor and a pointing device, or any combination thereof. The MSDS will be deployed at locations where site conditions and roadway geometry vary. The MSDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and MSDS usage.

System Software

The system shall include software that discriminately detects the presence of individual vehicles and bicycles in a single or multiple lanes using only the video image. Detection zones shall be defined using only an embedded software application. A monitor, a keyboard and a pointing device are used to place the zones on a video image. A minimum of 32 video detection zones and 32 radar detection zones plus five (5) trip lines per sensor shall be available.

A separate computer shall not be required to program the detection zones. In addition to creating vehicle and bicycle zones, the system shall automatically define a pedestrian crossing area in front of the stop bar zones. The system shall provide a tracking mechanism that counts pedestrian volume moving within this crossing area, and also determine the average, maximum, and minimum speed of pedestrians moving within this crossing zone. The system shall also provide discrete outputs when pedestrians are in the crosswalk during normal crossing phases (one for each direction of travel) and when a red phase input has been detected. The system shall also provide a visual indication on the video image that a pedestrian is in the crosswalk.

Buy America

The MSDS shall be made in the U.S.A. in compliance with FTA "Buy America" regulations.

MSDS Hardware

Detection Processor (DP) System Interfaces

The DP shall be a single-rack detector card width, and provide provision for up to two (2) sensors per DP. It may be possible for the DPs to be embedded in the CCU to provide a

single cabinet interface. The following interfaces shall be provided on each video detection processor:

Video Input

Each DP will be supplied with video from the MSDS Sensor via Ethernet cables plugged into the front of the Central Control Unit. The interface connectors shall be RJ-45 type.

Video Lock LED

A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

Contact Closure Output

Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the Detection Processor rack-mount configuration. Additionally, the MSDS shall allow the use of extension modules to provide up to thirty two (32) open collector contact closures per sensor input. Each open collector output shall be capable of sinking 30mA at 24VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The DP outputs shall be compatible with industry standard detector racks assignments.

Logic Inputs

Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For DPs and extension modules, four (4) inputs shall be supported via detector rack interface. The I/O module shall accommodate eight (8) inputs through a 15-pin "D" connector.

Detection LEDs

Detection status LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four (4) LEDs. Rackmounted extension modules shall have two (2), four (4) or eight (8) LEDs (depending upon extension module type) to indicate detection.

Where the DP's are integrated into the CCU the detection LEDs shall be displayed virtually on the setup tool.

Test Switches

The front panel of the DP shall have detector test switches to allow the user to manually place vehicle and bicycle calls on each DP output channel. The test switch shall be able to place a momentary call. Where the DP's are integrated into the CCU the detector test switched shall be activated virtually through the setup tool.

General

Both the DP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the DP or EM in a standard detector rack and no rack rewiring shall not be required.

DP printed circuit boards (PCBs) shall be conformally coated in accordance with Caltrans and NEMA specifications.

On-board Memory

The DP shall utilize non-volatile memory technology to store on-board firmware and operational data.

Firmware Upgrade

The CCU shall enable the loading of modified or enhanced software through either the Ethernet or frontpanel USB port (using a USB thumb drive) and without removing or modifying the CCU hardware. The upgrade will affect both the CCU and DP hardware when connected into a single system.

DP and EM Power

The DP and EM shall be powered by 12 or 24 volts DC. DP and EM modules shall automatically compensate for either 12 or 24 VDC operation. DP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed 3 watts.

Operating Temperature

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

MSDS CCU

The MSDS Central Control Unit (CCU) shall be supplied by the MSDS manufacturer.

Hardware

The CCU shall be supplied in three separate form factors. Users may choose one form factor for use within their controller cabinet system:

- A. Standard One (1) Rack Unit (1U) 19" rack format. There shall be brackets to allow the CCU to be mounted under shelves where a 19" frame is not available.
- B. Shelf-Mount format; TS1 version. The CCU shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CCU, including connections to separate DPs located within the cabinet.
3. Shelf-Mount format; TS2 version. The CCU shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CCU, and no external DPs will be required.

CCU Power

The 19" Rack-mount CCU shall be powered from an 110V or 230V, 50Hz or 60Hz supply. CCU power consumption shall not exceed 20 Watts.

The shelf-mount format CCU shall be powered from a 48V DC power supply. CCU power consumption shall not exceed 150 Watts.

Operating Temperature

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

On-board Memory

The CCU shall utilize non-volatile memory technology to store on-board firmware and operational data.

Video Surge Suppression

The CCU shall incorporate surge suppression for each sensor input. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

Power Surge Suppression

The CCU shall incorporate power surge suppression both on the input power and on the power supplied to the sensors. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

Power Management

The CCU shall incorporate power management for the various parts of the MSDS such that if fault conditions are detected the power supply will safely shut down the power to that peripheral.

Interfaces

Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The EM shall be available in both 2- and 4-channel configurations. EM configurations shall be programmable from the CCU. A separate I/O module shall also be available having 32 outputs through a 37-pin "D" connector on the front panel and 8 inputs through a 15-pin "D" connector using an external wire harness for expanded flexibility.

The CCU shall provide four ports for connection to MSDS sensors. The connector shall be an RJ-45 type.

The CCU shall provide four ports for connection to DPs. The connector shall be an RJ-45 type. These connectors will not be required for the Shelf-Mount TS2 version CCU.

The CCU shall provide 2 USB 'A' ports on the front panel of the rack mount CCU unit. These ports can be utilized for various functions. For example, keyboard and mouse functions during system configuration, USB storage devices can be utilized for bin data and video collection. The USB ports shall not require special mouse software drivers. The USB ports shall be used as part of system setup and configuration.

The CCU shall provide an output to a monitor. The port shall be HDMI. The native resolution of the monitor port shall be 1024 x 768.

An Ethernet communications port shall be provided on the front panel. The Ethernet port shall be compliant with IEEE 802.3 and shall use a RJ-45 type connector mounted on the front panel of the CCU. The Ethernet communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information.

The interface protocol shall be documented or interface software shall be provided. Each MSDS shall have the capability to be IP addressable. The DP shall support data rates of up to 100Mbps.

The CCU shall provide an SDLC connection to the Traffic Controller. The connector shall be a 'D-15' type, in compliance with NEMA TS-2 specifications.

The CCU shall provide an indicator when the SDLC port is active.

The CCU shall provide an indicator when the unit has power.

The CCU shall provide an indicator when the unit is on line.

The CCU shall provide a Wi-Fi connection. The connection shall be over a standard 2.4GHz connection. The Wi-Fi connection shall be enabled and disabled by a switch on the CCU. The CCU shall provide an indicator when the Wi-Fi connection is active.

The CCU shall provide a connection for a removable antenna. The antenna connection shall be a SMA Male type.

The CCU shall provide system status via an on-board Organic Light Emitting Diode display. The display shall indicate various system parameters, such as sensor health and DP health, firmware version and sensor air temperature. The display will be enabled with a switch on the CCU. The display will automatically disable fifteen (15) minutes after the button is pressed.

MSDS Sensor

The MSDS sensor shall be supplied by the MSDS manufacturer and consist of two (2) components; a camera sensor and a radar sensor.

The MSDS sensor shall utilize a single shielded CAT5E or CAT6 cable for power, communications and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.

An optional RJ45 direct connector shall be made available if a user chooses to connect the sensor cable with RJ45 connections at the sensor.

Camera Sensor

The camera sensor shall allow the user to set the focus and field of view of the camera imager via the MSDS software. Sensor control from the controller cabinet shall communicate over a single Cat-5e or CAT6 cable. No additional wires shall be required.

The camera imager shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

The camera imager electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the MSDS algorithms.

The camera imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.

The camera imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

Camera Imager

The camera imager shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.

The camera imager shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.

The camera imager shall utilize automatic white balance.

The camera imager shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

The horizontal field of view shall be adjustable from 4.5 to 48 degrees. The sensor camera lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm.

The sensor camera lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The sensor shall incorporate the use of preset positioning that store zoom and focus positioning information. The sensor shall have the capability to recall the previously stored preset upon application of power.

The camera imager shall be housed in a weather-tight sealed enclosure. The housing shall allow the sensor camera to be rotated to allow proper alignment between the sensor camera and the traveled road surface.

The sensor camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera sensor's field of view. The camera sensor enclosure with sunshield shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.

The enclosure shall be designed so that the pan, tilt and rotation of the camera sensor assembly can be accomplished independently without affecting the other settings.

The camera sensor enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer

to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear. The glass face on the front of the camera sensor enclosure shall have an anti-reflective coating to minimize light and image reflections.

When mounted outdoors in the enclosure, the camera sensor shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH.

Measurement of satisfactory video shall be based upon DP system operation.

Radar Sensor

The radar sensor shall operate in the 24 GHz frequency band and shall operate on 1 of 7 available enumerated channels that is user selectable.

The radar detection range shall be over 500' (152 meters) minimum, +/- 5%.

The radar sensor shall be able to track up to 64 independent objects simultaneously.

Object speed detection shall be within a range of 0 to 150 miles per hour +/- 1.0 miles per hour (240 km per hour ± 1.5 km per hour).

The radar sensor shall be able to detect vehicles in 1 to 6 traffic lanes.

The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.

When mounted outdoors in the enclosure, the radar shall operate in a temperature range from -30 oF to +165 oF (-34 °C to +74 °C) and a humidity range from 0% RH to 100% RH.

The radar sensor shall communicate with the sensor data combiner.

The radar sensor shall acquire its power from the sensor data combiner.

General

Both camera imager and radar sensors shall be housed in an overall, single enclosure assembly.

The overall size of the multi-sensor enclosure shall not exceed 14" x 15" x 17" (355mm x 380mm x 430mm).

The overall weight of the multi-sensor unit shall not exceed 11 pounds (5kg).

The effective projected area (EPA) shall not exceed 2.0 square feet (0.6 square meters).

The maximum power consumption for the multi-sensor assembly shall be less than 10 watts typical, 20 watts peak.

Recommended sensor placement height shall be 33' (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection, the MSDS sensor should be centered above the traveled roadway. The camera shall view

approaching vehicles at a distance not to exceed 350' (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The video signal shall be fully isolated from the sensor enclosure.

Sensor Data Combiner

A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.

The sensor data combiner shall supply primary power to each sensor unit.

The sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.

The sensor data combiner shall get its primary power from DC power sourced from the CCU using outdoor rated, shielded Cat5E or Cat6 cable.

The sensor data combiner shall communicate with the detection processor using a single outdoor rated, shielded Cat5E or Cat 6 cable. Both video imaging and radar data shall use the single cable.

The sensor data signal shall be fully isolated from the mechanical enclosure.

Cable terminations at the sensor data combiner shall not require crimping tools.

The sensor data combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

A weather-proof protective cover shall be provided shall be provided to protect all terminations at the sensor.

The sensor assembly shall include a temperature sensor. The sensor will be polled by the MSDS every minute and will supply the current air temperature. The MSDS software will display this information on the On-Screen Display for each sensor.

MSDS Software

General System Functions

Detection zones shall be programmed via an embedded application displayed on a video monitor and a keyboard and a pointing device connected to the CCU. The menu shall facilitate placement of detection zones and setting of zone parameters or to configure system parameters. A separate computer shall not be required for programming detection zones or to view system operation. All programming function shall occur on live video images and radar blips, no snapshots or still images are allowed.

The MSDS software shall store up to five completely independent detection zone patterns in non-volatile memory. The MSDS can switch to any one of the five different detection patterns within 1 second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.

The MSDS shall detect vehicles and bicycles in real time as they travel across each camera detection zone.

The MSDS shall detect vehicles in real time as they travel across each radar detection zone.

The DP shall automatically define a pedestrian crossing area, and track pedestrians in real-time as they travel across this pedestrian crossing area in both directions of the camera image. The DP shall count pedestrians moving left-to-right, and right-to-left. The DP shall measure the speed of pedestrians moving left-to-right, and right-to-left, and provide the minimum, maximum, and average speed of the pedestrians per the bin interval. These values shall be displayed on-screen for both directions, and an option shall be provided to the user to turn this on-screen display on or off. This data will be stored in local memory for later retrieval via a remote device. The data will be stored at the Bin Interval set in the system.

The MSDS shall accept new detection patterns from an external computer through the Ethernet port when the external computer uses the correct communications protocol for downloading detection patterns. A Windows™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The MSDS shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

The MSDS shall send its detection patterns to an external computer through the Ethernet port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.

The MSDS shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video and/or radar signal.

The MSDS shall be capable of automatically detecting a low-visibility condition of the camera sensor such as fog and respond by placing all affected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists. An On-Screen Icon will be displayed while the system is in this mode.

Up to thirty-two (32) detection zones per camera input shall be supported and each detection zone must be user sizeable to suit the site and the desired vehicle detection region.

Up to thirty-two (32) detection zones per radar input shall be supported and each detection zone must be user sizeable to suit the site and the desired vehicle detection region.

Up to five (5) trip lines per radar input shall be supported and each trip line must be user-positionable to suit the site and the desired vehicle detection application.

The system shall provide a Group output. When a user defined number of vehicles are present in the radar FOV the system shall activate an output.

The MSDS shall provide up to thirty-two (32) open collector output channels per camera or radar input using one or more extension modules.

The MSDS shall provide discrete outputs when pedestrians are being tracked in the crosswalk. An output may be assigned to pedestrians crossing from left to right and a separate output may be assigned to pedestrians crossing from right to left.

The MSDS shall provide a discrete output when pedestrians are crossing against a red phase. The MSDS shall allow up to four (4) phase inputs to be assigned to each crosswalk.

A single video detection zone shall be able to replace multiple inductive loops and the video detection zones shall be OR'ed as the default or may instead be AND'ed together to indicate vehicle presence on a single approach of traffic movement.

When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video and radar overlay display to confirm the detection of the vehicle for the zone.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, sensor placement, camera image quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to sensor location or quality.

The MSDS shall provide dynamic zone reconfiguration (DZR). DZR sustains normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.

Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

The RDS shall process the radar signals from each sensor at 50mS intervals. Multiple processors shall process all radar signals simultaneously.

The MSDS shall process the video input from each camera sensor at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

The MSDS shall output a constant call during the background learning period of no longer than three (3) minutes.

Detection zone outputs shall be individually configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six (6) detection zones per camera sensor view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the Ethernet port. The zone shall also have the capability to calculate and store average speed and lane occupancy at users selectable bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

The system shall provide an automatic count function for right turn vehicles. Once standard detection zones have been configured the system will determine the path of right turn vehicles and begin to track them. The data will be stored at the chosen bin interval. The current count will be displayed on the video image. The current count display may be disabled by the user.

In addition to the count type zone, the MSDS shall be able to calculate average speed and lane occupancy for all the video detection zones independently. These values shall be stored in non-volatile memory for later retrieval.

The MSDS shall have an “advance” zone type where raw detection output duration to the traffic controller is compensated for angular occlusion and distance.

The MSDS shall employ color overlays on the video output.

The MSDS shall have the ability to show controller phase status (green, yellow, or red) for up to eight (8) phases. These indications shall also be color coded.

The user shall have the ability to enable or disable the display of the phase information on the video output.

The MSDS shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For example, a zone may be a “count” zone when the phase is green but change to a “presence” zone type when the phase is not green. Another application would be zone type of “extension” when the signal phase is green and then “delay” when red.

The MSDS software shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.

The radar sensor shall have the capability to control the output of each radar detection zone based on a minimum or maximum speed. The minimum speed can be set from 0 mph (0 kph) to 249 mph (400 kph).

The maximum speed can be set between 1 mph (1 kph) to 250 mph (402 kph).

When the user wishes to modify the location of a zone, the MSDS software shall allow the user move a single zone, multiple zones or all zones simultaneously.

When the user wishes to modify the geometric shape of the zone, the MSDS software shall allow the user to change the shape by moving the zone corner or zone sides.

On screen zone identifiers, shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.

The MSDS shall have the capability to show pedestrian activity in the crosswalk through a visual indication on the video output.

The MSDS software shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other.

Bicycle zone types shall only output when a bicycle is detected. Larger motorized vehicles such as cars and trucks that traverse a bicycle zone shall not provide an output.

The MSDS software shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing.

Placement of bicycle type zones in vehicle lanes shall be allowed.

Upon detection of a bicycle, the video output overlay shall indicate active detection as well as providing a unique bicycle detection identifier to visually distinguish bicycle detection versus vehicle detection.

Up to six (6) bicycle detection zones per camera view shall have the capability to count the number of bicycles detected in addition to their normal detection function. The count value shall be internally stored for later retrieval through the Ethernet port.

Automatic Traffic Volume Graph: The On-Screen Display shall include an Automatic Traffic Volume graph. This graph will display estimated Vehicles Per Hour (VPH) per movement for each camera view.

The graph will display a rolling twenty-four (24) hour period of VPH.

Occupancy Graph: The On-Screen Display shall include an Occupancy Graph. This graph will display estimated approach occupancy for each camera view. The graph will display a rolling twenty-four (24) hour period of Occupancy.

Speed Graph: The On-Screen Display shall include a Speed Graph. This graph will display average speed of vehicles through each sensor view for the last Bin Interval. The graph will display a rolling twenty-four (24) hour period of Speed.

Radar Zone Data Display: Current conditions for the thirty-two (32) radar zones shall be displayed on the video. The conditions are; un-configured, configured and inactive and configured and active.

Radar Trip Line and Activity Display: Current conditions of the five (5) trip lines and any warning flags from the radar shall be displayed on the video.

User Interfaces

This section sets forth the minimum requirements for the MSDS to provide a single point interface to remote and local users. The MSDS shall also have the capability to stream up to four (4) simultaneous video streams over an Ethernet interface.

The user interface shall provide capabilities to enable multiple rack-mounted detection processors to be locally and remotely accessed from a single point via an Ethernet connection.

The device shall allow the operator to view four videos simultaneously or any one video by controls embedded in the MSDS.

Local user access to video detection programming shall be limited to the detection processor unit that is currently being displayed on the monitor.

All local programming and setup parameters for the video detection processor shall be user accessible through the interface unit without requiring the user to swap user interface cables between video detection processors.

Remote access to the device shall be through the built-in Ethernet port via access software running on a Microsoft Windows based personal computer.

A Windows OS remote access firmware shall also be available for remote setup and diagnostics of the interface unit.

The MSDS shall support streaming video technology using H.264 standards to allow the user to monitor video detection imagery over the Ethernet interface. Motion JPEG streaming video shall not be allowed.

The interface unit shall allow eight independent streams, one from each detection processor, to be transported via Ethernet to four (4) independent streaming video players simultaneously in D1 resolution.

The interface shall allow the user to select the resolution of the displayed streamed video.

The interface unit shall support the streaming and display of four (4) concurrent streams in D1 resolution.

The interface shall allow the user to change the unit's Ethernet network settings of IP address, subnet mask and default gateway.

The MSDS shall allow the user to upload new application firmware using the interface, remotely or on-site.

A Windows OS based application will be provided to remotely view video streams from the MSDS.

An iOS and Android based application shall be available to remotely access each configured MSDS on the agency's network. This application shall allow the user to choose between any number of preconfigured intersection locations. Using the iOS or Android device, the application will allow the user to view live video from any camera at that intersection, including vehicle and bicycle detections in real-time.

The application will also allow the user to view individual intersection data, including turning movement counts and occupancy. The application will show each data set in time periods of day, week, or month, and have the capability of turning on or off right, left, and thru movement data for turning movement count data. The application will also allow the user to view current system diagnostic data, including the following, but not limited to; individual camera glare and low contrast information, system low contrast, constant call, alarm, reboots, logins, and menu access information.

A Windows based PC application shall be available to remotely access each configured MSDS on the agency's network. The application shall allow the user to choose multiple intersection locations to be displayed simultaneously on the screen. Intersections can be displayed in alphanumeric order. Groups of intersections can be configured to be displayed simultaneously to allow the user to monitor corridors of detection. Multiple groups may be configured in the application.

SDLC Functionality

This section sets forth the minimum requirements for a full-function BIU and integrated MSDS detection communication. The MSDS shall provide outputs to the controller of vehicle calls from DPs that reside within the detector rack. Functional Capabilities.

The MSDS shall have the capability of monitoring phase information and passing that information and other system data such as "time" from the controller to video detection processor modules. The DP shall also accept data from video processor modules and relay the information to the controller. The unit shall provide a maximum of sixty-four (64) detector outputs to the controller via the SDLC interface.

Requirements

The module shall be in compliance with the following industry specifications:

- A. Transportation Electrical Equipment Specifications (TEES), August 16, 2002 (or latest edition), California Department of Transportation.
- B. NEMA Standard Publication TS 1-1989 (or latest edition), Traffic Control Systems, National Electrical Manufacturers Association.
- C. NEMA Standard Publication TS 2-2003, Traffic Controller Assemblies with NTCIP Requirements, Version 02.06 (or latest edition), National Electrical Manufacturers Association.

Data Interfaces

The MSDS shall have two data interfaces:

- A. The interface to the controller shall be accomplished by the use of the TS-2 SDLC port and protocol in accordance with the TS-2 specifications. The module shall be able to be configured to respond to BIU addresses 8, 9, 10 and 11 or a combination thereof.
- B. The interface to communicate with card rack video detection processors shall be manufacturer specific.

SDLC Communication Indicators

One LED indicator shall be provided for the TS-2 SDLC interface. The indicator shall be used to inform the user of any communication activity on the SDLC port.

Installation

The cable to be used between the sensor and the CCU in the traffic cabinet shall be Cat-5e, shielded, outdoor rated. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. Shielded RJ-45 connectors shall be used where applicable. The Cat-5e cable, RJ-45 connector, stripping and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

The detection sensor shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

Warranty

The supplier shall provide a limited three-year warranty on the MSDS.

During the warranty period, technical support shall be available from the supplier via telephone within four (4) hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, updates to DP software shall be available from the supplier without charge.

Maintenance and Support

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within thirty (30) days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.

Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.

All product documentation shall be written in the English language

4.12 Traffic Signal Controllers and Cabinet Assemblies

- A. Prior to delivery, each cabinet assembly shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation. The vendor shall provide certification that the cabinet assembly has met all applicable Caltrans quality assurance tests. Approval certificates for each cabinet assembly shall be delivered at the time the controller units and related components are delivered.
- B. The City reserves the right to reject an entire shipment of cabinet assemblies if 10% or more of the total number (sample included) prove to be defective within a thirty (30) day period after installation, or fail any performance test.
- C. The Contractor shall install each cabinet directly to a controller foundation in the field. The Contractor shall perform the final signal wire terminations by connecting the field wires to the appropriate terminal locations in the controller cabinet as required preparatory work prior to activation. All field wires shall be labeled per this Section as part of the preparatory work.
- D. Installing New Anchor Bolts into Existing Foundations: The Contractor shall drill new holes for anchor bolts and install anchor bolts with approved materials (see Part 2 for approved bolt and anchor material). The bolts should extend above the concrete by 1.5" (2" max). The depth below the surface of the concrete should be 10-10.5" for epoxy or 6.5 to 7" for the mechanical anchor.

4.13 Cabinet Equipment Installation

- A. The Contractor shall install interior cabinet equipment per the Plans, and as further directed by the Project Manager. The equipment shall be securely fastened to a shelf, wall or rail, i.e. it shall not be left free-standing unless otherwise noted or directed by the Project Manager. The Contractor shall provide training on the setup, configuration, and operation of all equipment.

4.14 Painting of Work Furnished and Installed or Worked on Under this Contract

- A. All electrical equipment furnished and installed by the Contractor shall not be painted unless otherwise noted on the plans or in these specifications. If electrical equipment is specified to be painted in the plans or in these specifications, the equipment shall be factory painted black.
- B. All painted equipment which has been relocated shall be repainted as directed by the City. All paint used on the job site shall be provided in the original container identifying the grade, trade name, number and manufacturer, and shall conform to the requirements of specifications on painting, or as directed by the City.
- C. All paint shall be applied evenly and smoothly by skilled craftsmen by either hand brushing or approved spraying equipment, allowing no surplus to accumulate, except that no spraying shall be done at the job site. The work shall be done in a neat and workmanlike manner, and the use of brushes for the application of paint shall be required when paint spraying proves to be unsatisfactory or otherwise objectionable.
- D. The thickness of each paint coat (two (2) required) shall be limited to that which will result in uniform drying throughout the paint film. Skips, holes, thin areas, or other deficiencies in any one coat of paint shall be corrected before the succeeding coat is applied.
- E. The final coat of paint shall present a sags or excessive brush marks, smooth surface, uniform in color, free of runs.

4.15 Maintenance, Relocation, and Removal of Existing Traffic Control, Street Name, and Other City Signs (NOT USED)

4.16 Service Connection

- A. The Contractor shall coordinate with PG&E through the City to provide all new service connections or relocation of the Type II cabinet and service meter to the new P44 signal cabinet. The Contractor shall complete the foundation work and secure service connection dates in a timely manner. Service connection shall be completed no later than seventy-two (72) hours in advance of the scheduled signal switchover or turn-on; otherwise, the switchover or turn-on will be canceled.
- B. The Contractor shall provide temporary service protection at the controller foundation prior to switchover or turn-on.

4.17 Inspection / Testing

- A. Prior to acceptance to the completed work, the Contractor shall cause the following tests to be made on all electrical circuits, in the presence of the City.
- Each circuit shall be tested for continuity.
 - Each circuit shall be tested for unintentional ground.
 - A megger test at 500 volts DC shall be made on each circuit between the circuit and a ground. The insulation resistance shall be not less than 10-megohms on all circuits, except for inductive loop detector circuits which shall have an insulation resistance value of not less than 100 megohms.
 - A functional test shall be made in which it is demonstrated that each and every part of the system functions as specified or intended. The test may commence only with the approval and in the presence of the City. If unsatisfactory performance of the systems develops the condition shall be corrected and the test shall be repeated until satisfactory operation are obtained. Functional tests shall not start nor turn-ons be made on a Friday, or on the day preceding a legal holiday.

Any material revealed by these tests to be faulty in any part of the installation shall be replaced or corrected by the Contractor at his expense in a manner permitted by the City, and the same test shall be repeated until no fault is evident.

- B. [Section 01 77 00 - Closeout Requirements](#): Final cleaning.
- C. Clean finishes and touch up damage.

4.18 Protection of Finished Work

- A. [Section 01 77 00 - Closeout Requirements](#): Protecting finished work.

END OF SECTION 34 41 00

APPENDIX A:

**REQUIRED CONTRACT PROVISIONS FOR
FEDERAL-AID CONSTRUCTION CONTRACTS (EXHIBIT 12-G)**

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

**(THE FOLLOWING 12 PAGES MUST BE PHYSICALLY INSERTED INTO THE
CONTRACT WITHOUT MODIFICATION AND ALL CONTRACTS BETWEEN
THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS)**

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

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

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

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

FHWA-1273 -- Revised May 1, 2012

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
178	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

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

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

13. TITLE VI ASSURANCES

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

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

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

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

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

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

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

Before starting work, the prime contractor shall submit to the City/County of _____ :

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

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

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

The prime contractor shall not employ as an apprentice or trainee an employee:

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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

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

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

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

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

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

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

APPENDIX B:
FEDERAL WAGE RATES (DAVIS-BACON)

"General Decision Number: CA20210018 09/24/2021

Superseded General Decision Number: CA20200018

State: California

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

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021

3	01/22/2021
4	02/05/2021
5	02/19/2021
6	02/26/2021
7	03/05/2021
8	04/02/2021
9	04/23/2021
10	05/07/2021
11	05/14/2021
12	06/04/2021
13	06/18/2021
14	06/25/2021
15	07/02/2021
16	07/09/2021
17	07/16/2021
18	07/23/2021
19	08/06/2021
20	08/13/2021
21	08/20/2021
22	08/27/2021
23	09/03/2021
24	09/17/2021
25	09/24/2021

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

 * BOIL0549-001 01/01/2021

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

 BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

 BRCA0003-003 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

 BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER		

(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 43.68	22.19
(7) San Francisco, San Mateo.....	\$ 47.65	26.77
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 49.42	22.70
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 45.88	25.02

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019

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

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65
Tile Layer		
Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer,		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26

Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-002 07/01/2021

San Benito County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.00	3%+21.65
Technician.....	\$ 52.90	3%+21.65

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

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

ELEC0006-007 06/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 80.00	3%+39.215

* ELEC0100-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	26.18

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
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Communications System

Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

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

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

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

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition)

when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

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

 ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 53.41	27.95
Zone B.....	\$ 58.75	28.11

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

 ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

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

systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

 ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 63.86	29.17
ELECTRICIAN.....	\$ 56.76	28.95

 ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.52
Technician.....	\$ 44.83	22.72

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

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

installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2021

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 86.45	42.14
ELECTRICIAN.....	\$ 75.17	41.81

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

ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.515
Technician.....	\$ 52.33	22.72

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 72.80	3%+39.94
ELECTRICIAN.....	\$ 63.30	3%+39.94

 ELEC0595-002 06/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.70	7.75%+25.58
ELECTRICIAN		
(1) Tunnel work.....	\$ 44.25	7.75%+25.58
(2) All other work.....	\$ 42.25	7.75%+25.58

 ELEC0595-006 12/01/2020

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	3%+21.15
Technician.....	\$ 52.33	3%+21.15

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

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

 ELEC0595-008 12/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 36.83	3%+21.15
Technician.....	\$ 42.35	3%+21.15

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

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

 ELEC0617-001 06/01/2021

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 70.00	41.74

ELEC0617-003 12/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

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

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

 ELEC0684-001 06/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.00	3%+25.13

CABLE SPLICER = 110% of Journeyman Electrician

 ELEC0684-004 12/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		

Installer.....	\$ 36.83	22.25
Technician.....	\$ 42.35	22.42

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

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

 ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

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

 ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

FOOTNOTE:

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

 ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15

Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15

GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader

machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose

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

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

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

ALL CRANES AND ATTACHMENTS

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

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

Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

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

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	34.35
AREA 2:		
(1) Leverman.....	\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		

Operator.....\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 42.50	34.35

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

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

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 07/01/2020

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO
COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 42.50	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing		

and Structural.....\$ 41.00 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 06/28/2021

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 26.05	12.75
LABORER (Lead Removal)		
Area A.....	\$ 34.37	25.95
Area B.....	\$ 33.37	25.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden

barriers; and assembly of decontamination stations.

LAB00073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2021

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 34.09	24.41

LAB00073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITITE)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31

GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71

GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20

GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic

and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and moldremoval worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 34.85	26.32

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 38.28	29.43

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 34.48	26.21
Area B.....	\$ 33.48	26.21
Traffic Control Person I		
Area A.....	\$ 34.78	26.21
Area B.....	\$ 33.78	26.21
Traffic Control Person II		
Area A.....	\$ 32.28	26.21
Area B.....	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2021

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 34.09	24.41

LAB00270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B)

(1) New Construction.....	\$ 29.54	23.20
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(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20

GROUP 2.....\$ 30.64

23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 32.84	23.71

LAB00294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20

GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form

raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$

.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

 Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20

GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form

raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$

.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

Rates

Fringes

Brick Tender.....\$ 35.37 20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 38.28	29.43

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83

Shotcrete Specialist.....\$ 37.12 24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$ 31.20	31.20	22.20

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group.....\$ 30.49	30.49	23.20
GROUP 1.....\$ 29.79	29.79	23.20
GROUP 1-a.....\$ 30.01	30.01	23.20

GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter,

aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold:	\$1.00 per hour additional.	

LAB01130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45
Work on a swing stage scaffold:	\$1.00 per hour additional.	

PAIN0016-001 01/01/2021

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

	Rates	Fringes
Painters:.....	\$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2021

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

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 53.16	28.49
AREA 2.....	\$ 49.03	27.09

PAIN0016-012 01/01/2019

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0016-015 01/01/2021

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 35.88	21.16

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 48.84	25.48

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

PAIN0169-005 01/01/2021

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

	Rates	Fringes
GLAZIER.....	\$ 53.07	31.15

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 31.36	20.33
Drywall Finisher/Taper.....	\$ 40.10	25.00

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2021

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.55	21.67

PAIN0767-001 01/01/2021

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 41.51	31.36

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

 PAIN1237-003 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.81	23.39

 PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

 PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 32.15	23.27

PLUM0038-001 07/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 79.00	46.01

PLUM0038-005 07/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 67.15	32.67

PLUM0062-001 07/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.50	37.80

PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

PLUM0246-001 07/01/2021

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 44.15	36.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

 PLUM0342-001 07/01/2021

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 69.95	44.00
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 69.95	44.00

 PLUM0355-004 07/01/2021

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates	Fringes
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Underground Utility Worker
/Landscape Fitter.....\$ 30.90 16.80

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

PLUM0442-001 07/01/2021

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

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 47.50	33.39

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 73.10	38.61

* ROOF0027-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 37.01	14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

* ROOF0040-002 08/01/2021

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
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ROOFER.....\$ 46.38 20.94

ROOF0081-001 08/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes
Roofer.....\$ 47.17 19.86

ROOF0081-004 08/01/2020

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

Rates Fringes
ROOFER.....\$ 39.73 19.11

ROOF0095-002 08/01/2020

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

Rates Fringes
ROOFER
Journeyman.....\$ 46.54 20.69
Kettle person (2 kettles);
Bitumastic, Enameler, Coal
Tar, Pitch and Mastic
worker.....\$ 48.54 20.69

SFCA0483-001 08/02/2021

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

Rates Fringes
SPRINKLER FITTER (FIRE).....\$ 70.99 34.85

SFCA0669-011 04/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.36	26.15

SHEE0104-001 07/01/2020

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

SHEE0104-015 07/01/2020

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

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2021

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.15	31.42
GROUP 2.....	\$ 35.45	31.42
GROUP 3.....	\$ 35.75	31.42
GROUP 4.....	\$ 36.10	31.42
GROUP 5.....	\$ 36.45	31.42

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall

apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"