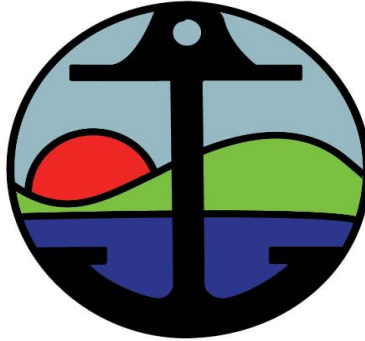


# CITY OF PITTSBURG



NOTICE INVITING BIDS, BID PROPOSAL, SAMPLE CONTRACT DOCUMENTS,  
GENERAL AND SPECIAL CONDITIONS, AND TECHNICAL SPECIFICATIONS

FOR THE CONSTRUCTION OF

**Project NO. 2019**

**BART PEDESTRIAN AND BIKE CONNECTIVITY PROJECT**

IN

PITTSBURG, CALIFORNIA

TO BE USED IN CONJUNCTION WITH:

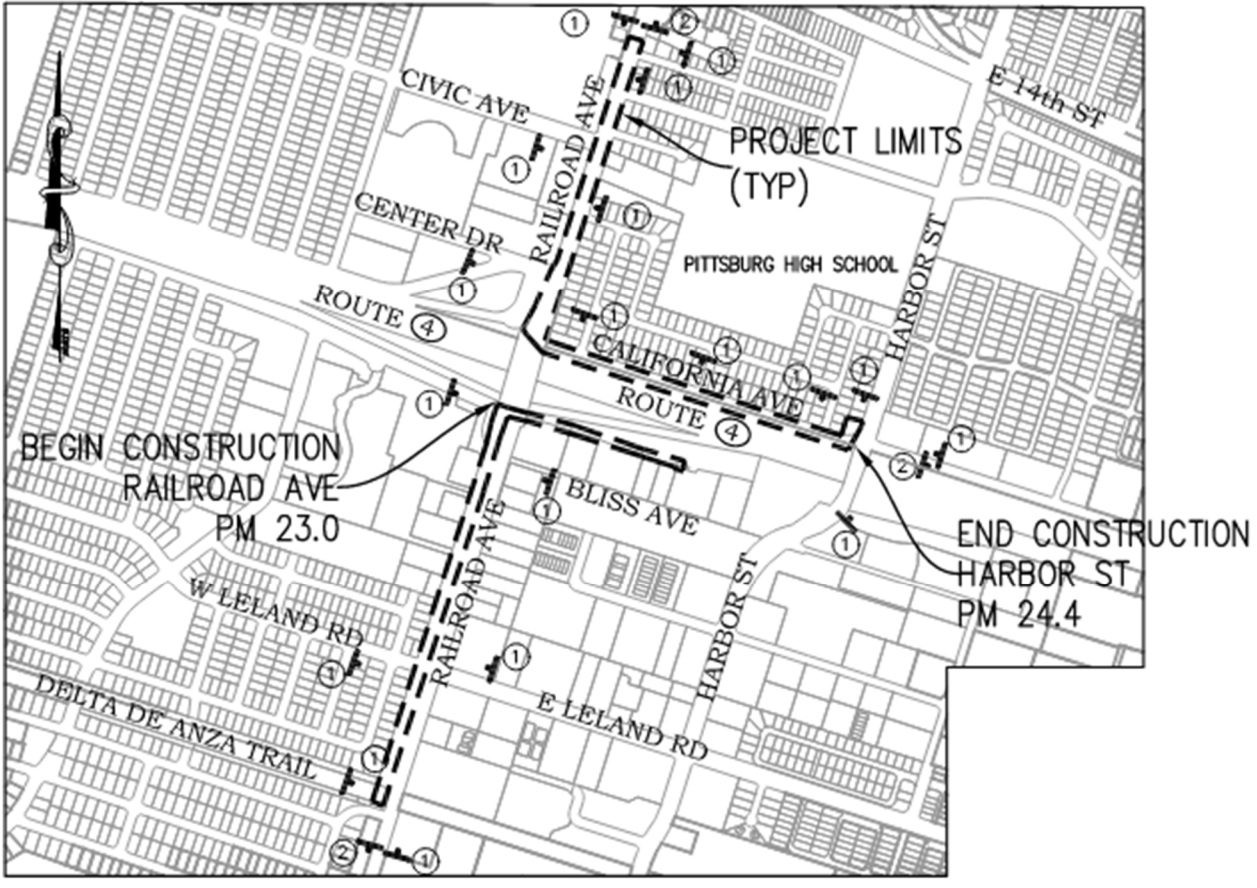
CITY OF PITTSBURG STANDARD PLANS  
AND STANDARD SPECIFICATIONS

JANUARY 2024

*ACCEPTED FOR USE:*

A handwritten signature in blue ink, appearing to read "John Samuelson", is written over a horizontal line.

*JOHN SAMUELSON, PE  
C - 67734  
PUBLIC WORKS DIRECTOR/CITY ENGINEER*



LOCATION MAP  
Not to Scale

City of Pittsburg

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## Notice Inviting Bids

1. **Bid Submission.** City of Pittsburg (“City”) will accept sealed bids for its Bart Pedestrian and Bike Connectivity Project (“Project”), by or before 02/15/2024, at 2:00 pm, at its City Engineer office, located at 65 Civic Avenue, First Floor, Pittsburg, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
  - 2.1 **Location and Description.** The City of Pittsburg proposes to construct pedestrian and bicycle connectivity improvements in the vicinity of the Pittsburg Center Bay Area Rapid Transit (BART) station in the City of Pittsburg in Contra Costa County. The Project is located along the span of two sections near Highway 4. The first part of the project is located at (+38.01513, - 121.86945) near the intersection of Highway 4 between Railroad Avenue and Harbor Street. The second part of the project is located at (+38.00687, -121.87865) along Railroad Avenue between Bliss Avenue and Deta De Anza Trail. The primary project components are as follows:

Asphalt concrete pedestrian pathways/trails, bike paths, slurry seal, pavement delineation, signage, signal lighting/modification, street lighting, trail lighting, landscape and irrigation, bioretention basin, drainage improvements, security cameras, security wall, and bus shelter.
  - 2.2 **Time for Final Completion.** The Project must be fully completed within 180 calendar days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about 3/11/2024, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
3. **License and Registration Requirements.**
  - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): Class A
  - 3.2 **DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from City’s website located at: [Current Bidding Opportunities | City of Pittsburg \(pittsburgca.gov\)](https://www.pittsburgca.gov). A printed copy of the Contract Documents is not available.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

6. **Prevailing Wage Requirements.**
  - 6.1 **General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes.
  - 6.2 **Rates.** The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
  - 6.3 **Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
7. **Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.
8. **Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
9. **Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.
10. **Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.
11. **Bidders' Conference.** A bidders' conference will be held on 1/31/2024 at 11:00 a.m., at the following location: 65 Civic Avenue, First Floor, Pittsburg, California to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory.
12. **Estimated Cost.** The estimated construction cost is in the range of \$4,700,000 to \$5,000,000.
13. **Caltrans Administered Project.** This Project is funded in whole or in part by federal funds administered under Caltrans' Local Assistance Procedures Manual ("LAPM").
  - 13.1 **Federal Bidding Requirements.** LAPM bidding requirements and forms are provided in Attachment A - Federal Bidding Requirements. Each bidder must comply with the requirements set forth in Appendix A, including completion and submission of required federal forms with its Bid Proposal, as outlined in Exhibit 15-G and Exhibit 15-H attached.
  - 13.2 **Title VI Non-Discrimination Assurances.** The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.) and applicable regulations, including 49 CFR Part 21, 28 CFR §



50.3, and any other applicable statutory or regulatory authorities identified in the Standard Title VI/Non-Discrimination Assurances, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract entered into pursuant to this advertisement will be subject to Appendix E of the Title VI Assurances, a copy of which is included in Appendix B - Exhibit 12-G: Required Federal-Aid Contract Language.

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

John Samuelson, Public Works Director/City Engineer

Publication Date: 1/17/2024

END OF NOTICE INVITING BIDS

## Instructions to Bidders

Each Bid Proposal submitted to the City of Pittsburg ("City") for its Bart Pedestrian and Bike Connectivity Project ("Project") must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

**BID PROPOSAL:**

Bart Pedestrian and Bike Connectivity Project  
Project No. 2019

City Clerk  
65 Civic Avenue  
Pittsburg, CA, 94565  
Attn: Alice E. Evenson

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

*[Contractor company name]*  
*[street address]*  
*[city, state, zip code]*  
DIR Registration No: \_\_\_\_\_

- 1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable,"

“will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.
4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to Mariana Mena, Senior Civil Engineer, at [2019bidinfo@pittsburgca.gov](mailto:2019bidinfo@pittsburgca.gov). Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
  - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.

**A “NON-MANDATORY” PRE-BID MEETING SHALL BE HELD AT 65 CIVIC AVENUE, FIRST FLOOR, PITTSBURG, CA 94565, ON WEDNESDAY 1/31/2024 AT 11:00 A.M.**

- 6.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5,

above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <https://www.pittsburgca.gov/business/current-bidding-opportunities>.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at [2019bidinfo@pittsburgca.gov](mailto:2019bidinfo@pittsburgca.gov) before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all

bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

12. **Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the apparent low bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within 10 days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **Additive and Deductive Alternates.** As required by Public Contract Code § 20103.8, if this bid solicitation includes additive or deductive items, the method checked below will be used to determine the lowest bid. If no method is checked, subparagraph (A) will be used to determine the lowest bid. City retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

(A) The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(B) The lowest bid will be the lowest total of the bid prices on the base contract including alternate bid A items that were specifically identified in the bid solicitation or Bid Proposal as being used for the purpose of determining the lowest bid price.

(C) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by City before the first bid is opened.

(D) The lowest bid will be determined in a manner that prevents any information that would identify any of the bidders or the proposed subcontractors or suppliers from being

revealed to City before the ranking of all bidders from lowest to highest has been determined.

- 17. Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.
  - 17.1** Incorrect Totals. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.
  - 17.2** Estimated Quantities. Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.
- 18. Bidder’s Questionnaire.** A completed, signed Bidder’s Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder’s Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

**Bid Proposal**

Bike Pedestrian and Bike Connectivity Project

\_\_\_\_\_ (“Bidder”) hereby submits this Bid Proposal to the City of Pittsburg (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):  
\$ \_\_\_\_\_.

2. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

Alternate #A: Location 1 – California Lighting  
Add/Deduct: \$ \_\_\_\_\_

Alternate #B: Location 4 – Railroad Security Avenue Wall  
Add/Deduct: \$ \_\_\_\_\_

Alternate #C: Location 4 – Railroad Avenue Planting and Irrigation  
Add/Deduct: \$ \_\_\_\_\_

Alternate #D: Location 4 – Railroad Avenue Lighting  
Add/Deduct: \$ \_\_\_\_\_

3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

4. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

4.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

4.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the



Work to be performed in accordance with the Contract Documents and within the Contract Time.

- 4.4 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
  - 4.5 Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
  - 4.6 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 5. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 5.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
  - 5.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
  - 5.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 6. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

\_\_\_\_\_ A cashier's check or certified check payable to City and issued by \_\_\_\_\_ [Bank name] in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

s/ \_\_\_\_\_  
[See Section 3 of Instructions to Bidders]

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
License #, Expiration Date, and Classification

\_\_\_\_\_  
Address

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

END OF BID PROPOSAL

### Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance      CF = Cubic Feet      CY = Cubic Yard      EA = Each      LB = Pounds  
 LF = Linear Foot      LS = Lump Sum      SF = Square Feet      TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$	\$
2	TRAFFIC CONTROL SYSTEM	1	LS	\$	\$
3	CONSTRUCTION AREA SIGNS	22	EA	\$	\$
4	PROJECT FUNDING SIGN	2	EA	\$	\$
5	PROJECT INFORMATION SIGN	4	EA	\$	\$
6	LEAD COMPLIANCE PLAN	1	LS	\$	\$
7	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	1	LS	\$	\$
<b>LOCATION: CALIFORNIA AVENUE</b>					
8	TEMPORARY STORM DRAIN INLET PROTECTION	3	EA	\$	\$
9	CLEARING AND GRUBBING	1	LS	\$	\$
10	LAYOUT	1	LS	\$	\$
11	EXCAVATION SAFETY	1	LS	\$	\$
12	REMOVE STUMP	4	EA	\$	\$
13	REMOVE TREE	1	EA	\$	\$
14	REMOVE TRAFFIC STRIPING	20	LF	\$	\$
15	TRAFFIC STRIPE (4" YELLOW, THERMOPLASTIC)	1,816	LF	\$	\$
16	ROADWAY EXCAVATION (F)	1,691	CY	\$	\$
17	BIORETENTION BASIN EXCAVATION (F)	373	CY	\$	\$
18	REMOVE CONCRETE	1,085	SF	\$	\$
19	REMOVE CURB AND GUTTER	158	LF	\$	\$
20	ADJUST WATER VALVE COVER TO GRADE (NP)	5	EA	\$	\$
21	CLASS 2 AGGREGATE BASE	968	CY	\$	\$
22	TYPE A HOT MIX ASPHALT	968	CY	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
23	DECOMPOSED GRANITE	270	CY	\$	\$
24	CURB (TYPE A2-6)	1,825	LF	\$	\$
25	RIBBON GUTTER	1,825	LF	\$	\$
26	SIDEWALK	1,375	SF	\$	\$
27	CURB RAMP	3	EA	\$	\$
28	REMOVE 18" STORM DRAIN PIPE	126	LF	\$	\$
29	ABANDON 12" STORM DRAIN PIPE	67	LF	\$	\$
30	12" RCP PIPE	547	LF	\$	\$
31	18" RCP PIPE	156	LF	\$	\$
32	DRAINAGE INLET (TYPE G1)	4	EA	\$	\$
33	DRAINAGE INLET (TYPE G3)	3	EA	\$	\$
34	REMODEL DI WITH MH TOP	2	EA	\$	\$
35	REMOVE ROADSIDE SIGN	10	EA	\$	\$
36	REMOVE ROADSIDE SIGN (PG&E GAS MARKER)	5	EA	\$	\$
37	RELOCATE ROADSIDE SIGN	5	EA	\$	\$
38	REMOVE ROADSIDE SIGN PANEL ("TOW ZONE NO PARKING")	2	EA	\$	\$
39	ROADSIDE SIGN PANEL	1	EA	\$	\$
40	ROADSIDE SIGN	10	EA	\$	\$
41	6" PVC PIPE (PERFORATED) FOR BIORETENTION STRIP	2,050	LF	\$	\$
42	STORM DRAIN CLEANOUT FOR BIORETENTION STRIP	13	LF	\$	\$
43	CLASS 2 PERMEABLE MATERIAL FOR BIORETENTION STRIP	92	CY	\$	\$
44	BIORETENTION SOIL FOR BIORETENTION BASIN	137	CY	\$	\$
45	4" PVC PIPE (PERFORATED & SOLID) FOR BIORETENTION BASIN	155	LF	\$	\$
46	STORM DRAIN CLEANOUT FOR BIORETENTION BASIN AT HARBOR/CALIFORNIA	2	EA	\$	\$
47	ENERGY DISSIPATOR FOR BIORETENTION BASIN AT HARBOR/CALIFORNIA	1	LS	\$	\$
48	CLASS 2 PERMEABLE MATERIAL FOR BIORETENTION BASIN AT HARBOR/CALIFORNIA	92	CY	\$	\$
49	BIORETENTION SOIL FOR CORNER BASIN AT HARBOR/CALIFORNIA	137	CY	\$	\$
50	SOIL PREPARATION	2,875	SF	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
51	STONE MULCH	29	CY	\$	\$
52	WOOD MULCH	110	CY	\$	\$
53	TREES, FIFTEEN GALLON CONTAINER PLANT	5	EA	\$	\$
54	ONE GALLON CONTAINER PLANT	668	EA	\$	\$
55	IRRIGATION SYSTEM	1	LS	\$	\$
56	TRAFFIC STRIPE (DETAIL 9) THERMOPLASTIC	1,342	LF	\$	\$
57	TRAFFIC STRIPE (DETAIL 22) THERMOPLASTIC	1,587	LF	\$	\$
58	TRAFFIC STRIPE (DETAIL 38) THERMOPLASTIC	149	LF	\$	\$
59	TRAFFIC STRIPE (4" YELLOW) THERMOPLASTIC	1,853	LF	\$	\$
60	TRAFFIC STRIPE (TYPE IV ARROW) THERMOPLASTIC	2	EA	\$	\$
<b>LOCATION: BLISS AVENUE PATH</b>					
61	TEMPORARY STORM DRAIN INLET PROTECTION	11	EA	\$	\$
62	LAYOUT	1	LS	\$	\$
63	TESTING & RESTORATION OF EXISTING IRRIGATION FACILITIES	1	LS	\$	\$
64	CLEARING AND GRUBBING	1	LS	\$	\$
65	ROADWAY EXCAVATION (F)	280	CY	\$	\$
66	REMOVE CONCRETE	993	SF	\$	\$
67	REMOVE CURB AND GUTTER	42	LF	\$	\$
68	RECONSTRUCT CHAIN LINK FENCE (CL-6)	172	LF	\$	\$
69	RELOCATE FENCE (CL-6)	35	LF	\$	\$
70	REMOVE PERFORATED PIPE	19	LF	\$	\$
71	GRIND CONCRETE	1	LS	\$	\$
72	ADJUST SD CLEANOUT COVER TO GRADE	1	EA	\$	\$
73	ADJUST IRRIGATION VALVE COVER TO GRADE (SERVICE)	1	EA	\$	\$
74	ADJUST IRRIGATION PULL BOX TO GRADE (SERVICE)	6	EA	\$	\$
75	RELOCATE IRRIGATION VALVE AND COVER (SERVICE)	1	EA	\$	\$
76	RECONSTRUCT DRAINAGE INLET TOP TO GRADE	1	EA	\$	\$
77	ADA GRATE	5	EA	\$	\$
78	TRASH CAPTURE DEVICE	10	EA	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
79	CLASS 2 AGGREGATE BASE	116	CY	\$	\$
80	TYPE A HOT MIX ASPHALT	92	TON	\$	\$
81	DECOMPOSED GRANITE	31	CY	\$	\$
82	CURB (TYPE A2-6)	42	LF	\$	\$
83	SIDEWALK	3,645	SF	\$	\$
84	CURB RAMP	2	EA	\$	\$
85	DETECTABLE WARNING SURFACE IN CONCRETE PAD	68	SF	\$	\$
86	CHAIN LINK FENCE (CL-6, MODIFIED)	961	LF	\$	\$
87	4' WIDE CHAIN LINK WALK GATE (CL-6, MODIFIED)	2	EA	\$	\$
88	12" RCP PIPE	30	LF	\$	\$
89	15" RCP PIPE	42	LF	\$	\$
90	30" RCP PIPE	10	LF	\$	\$
91	6" PVC PIPE (NON-PERFORATED)	18	LF	\$	\$
92	6" PVC PIPE (SDR26)	29	LF	\$	\$
93	DRAINAGE INLET (TYPE G1)	6	EA	\$	\$
94	DRAINAGE INLET (TYPE G1 MODIFIED)	1	EA	\$	\$
95	FIELD INLET (2' SQUARE)	1	EA	\$	\$
96	BLIND CONNECTION (STORM DRAIN)	1	EA	\$	\$
97	BOLLARD	2	EA	\$	\$
98	REMOVABLE BOLLARD	1	EA	\$	\$
99	ROADSIDE SIGN	1	EA	\$	\$
100	RELOCATE ROADSIDE SIGN	1	EA	\$	\$
101	SECURITY CAMERA SYSTEM ALONG BLISS AVE TRAIL (SHEET E-12)	1	LS	\$	\$
102	TRENCH AND BACKFILL (BLISS AVENUE LIGHTING)	1,670	LF	\$	\$
103	2" PVC CONDUIT (BLISS AVENUE LIGHTING)	1,670	LF	\$	\$
99	#8 AWG STRANDED COPPER CONDUCTOR (BLISS AVENUE LIGHTING)	3,260	LF	\$	\$
100	#8 AWG BARE SOLID CONDUCTOR (GROUND) (BLISS AVENUE LIGHTING)	1,630	LF	\$	\$
101	#5 PULL BOX (BLISS AVENUE LIGHTING)	22	EA	\$	\$
102	INSTALL CONDUIT IN EXISTING PULL BOX (BLISS AVENUE LIGHTING)	1	EA	\$	\$
103	CIRCUIT BREAKER (BLISS AVENUE LIGHTING)	1	EA	\$	\$
104	CONTACTOR (BLISS AVENUE LIGHTING)	1	EA	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
105	LIGHT FIXTURE, POLE, AND FOUNDATION (BLISS AVENUE LIGHTING)	14	EA	\$	\$
106	#6 AWG STRANDED COPPER CONDUCTOR	1,000	LF	\$	\$
107	#6 AWG BARE SOLID CONDUCTOR	25	LF	\$	\$
108	#4 AWG STRANDED COPPER CONDUCTOR	200	LF	\$	\$
109	REMOVE PULL BOX	3	EA	\$	\$
110	SPLICE NEW TO EXISTING CONDUCTORS	5	EA	\$	\$
111	CONNECT NEW AND EXISTING CONDUIT	6	EA	\$	\$
112	WOOD MULCH	15	CY	\$	\$
113	MODIFY BIORETENTION BASIN (BART PARKING LOT)	1	LS	\$	\$
114	RESTORE IRRIGATION SYSTEM	1	LS	\$	\$
<b>LOCATION: RAILROAD AVENUE (NORTH OF CALIFORNIA AVENUE)</b>					
115	TEMPORARY STORM DRAIN INLET PROTECTION	13	EA	\$	\$
116	REMOVE TRAFFIC STRIPING	1,696	LF	\$	\$
117	REMOVE PAVEMENT MARKING	2,500	SF	\$	\$
118	TRAFFIC STRIPE (DETAIL 9) (THERMOPLASTIC)	2,657	LF	\$	\$
119	TRAFFIC STRIPE (DETAIL 27B) (THERMOPLASTIC)	352	LF	\$	\$
120	TRAFFIC STRIPE (DETAIL 36) (THERMOPLASTIC)	320	LF	\$	\$
121	TRAFFIC STRIPE (DETAIL 38) (THERMOPLASTIC)	539	LF	\$	\$
122	TRAFFIC STRIPE (DETAIL 39) (THERMOPLASTIC)	4,210	LF	\$	\$
123	TRAFFIC STRIPE (DETAIL 39A) (THERMOPLASTIC)	280	LF	\$	\$
124	TRAFFIC STRIPE (DETAIL 40) (THERMOPLASTIC)	220	LF	\$	\$
125	TRAFFIC STRIPE (DETAIL 24) (THERMOPLASTIC)	2,600	LF	\$	\$
126	PAVEMENT MARKING (WHITE) (THERMOPLASTIC)	4,205	SF	\$	\$
127	PAVEMENT MARKING (YELLOW) (THERMOPLASTIC)	900	SF	\$	\$
128	ROADSIDE SIGN	15	EA	\$	\$
129	BICYCLE DETECTOR SYMBOL	11	EA	\$	\$
130	SLURRY SEAL (TYPE II)	15,220	SY	\$	\$
131	BLUE REFLECTIVE PAVEMENT MARKER	2	EA	\$	\$
<b>LOCATION: RAILROAD AVENUE PATH</b>					

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
132	TEMPORARY STORM DRAIN INLET PROTECTION	5	EA	\$	\$
133	TREE PROTECTION AND ROOT PRUNING	1	LS	\$	\$
134	LAYOUT	1	LS	\$	\$

135	CLEARING AND GRUBBING	1	LS	\$	\$
136	REMOVE STUMP	10	EA	\$	\$
137	REMOVE TREE	12	EA	\$	\$
138	REMOVE TRAFFIC STRIPING	414	LF	\$	\$
139	ROADWAY EXCAVATION (F)	322	CY	\$	\$
140	REMOVE CONCRETE	2,965	SF	\$	\$
141	REMOVE CURB AND GUTTER	343	LF	\$	\$
142	REMOVE BENCH	1	EA	\$	\$
143	ADJUST WATER VALVE COVER TO GRADE (NP)	1	EA	\$	\$
144	ADJUST WATER METER COVER TO GRADE (SERVICE)	2	EA	\$	\$
145	CLASS 2 AGGREGATE BASE	422	CY	\$	\$
146	TYPE A HOT MIX ASPHALT	349	TON	\$	\$
147	CURB (TYPE A1-6)	32	LF	\$	\$
148	CURB (TYPE A2-6)	343	LF	\$	\$
149	SIDEWALK	3,852	SF	\$	\$
150	DECOMPOSED GRANITE	69	CY	\$	\$
151	CURB RAMP	14	EA	\$	\$
152	ISLAND PASSAGEWAY	98	SF	\$	\$
153	BUS SHELTER AND FOUNDATION	1	LS	\$	\$
154	RELOCATE TRASH CAN	1	EA	\$	\$
155	RELOCATE ROADSIDE SIGN	3	EA	\$	\$
156	WAYFINDING SIGNAGE (BART)	1	EA	\$	\$
157	ROADSIDE SIGN	16	EA	\$	\$
158	PAVEMENT MARKING (WHITE) (THERMOPLASTIC) (CROSSWALK)	2,498	SF	\$	\$
159	WOOD MULCH	373	CY	\$	\$
160	TREES, FIFTEEN GALLON CONTAINER PLANT	40	EA	\$	\$
161	4" DIAMETER IRRIGATION CONDUIT	90	LF	\$	\$
162	6" DIAMETER IRRIGATION CONDUIT	250	LF	\$	\$



163	IRRIGATION SYSTEM	1	LS	\$	\$
<b>TRAFFIC SIGNAL IMPROVEMENTS</b>					
164	TRAFFIC SIGNAL SYSTEM MODIFICATIONS @ RAILROAD AVE/ BLISS AVE (SHEET E-1 TO E-2)	1	LS	\$	\$
165	MODIFICATIONS TO TRAFFIC SIGNAL AND ELECTRICAL SYSTEMS @ RAILROAD AVE/ ROUTE 4 EB RAMPS (SHEET E-3 TO E-4)	1	LS	\$	\$
166	TRAFFIC SIGNAL SYSTEM MODIFICATIONS @ RAILROAD AVE/ CALIFORNIA AVE (SHEET E-5 TO E-6)	1	LS	\$	\$
167	TRAFFIC SIGNAL SYSTEM MODIFICATIONS @ RAILROAD AVE/ CIVIC AVE (SHEET E-7 TO E-8)	1	LS	\$	\$
168	MODIFICATIONS TO TRAFFIC SIGNAL AND ELECTRICAL SYSTEMS @ CALIFORNIA AVE/HARBOR ST (SHEET E-9)	1	LS	\$	\$
169	MODIFICATIONS TO TRAFFIC SIGNAL AND ELECTRICAL SYSTEMS @ RAILROAD AVE/ ROUTE 4 EB RAMPS (SHEET E-3 TO E-4)	1	LS	\$	\$
170	TRAFFIC SIGNAL SYSTEM MODIFICATIONS @ RAILROAD AVE/ CALIFORNIA AVE (SHEET E-5 TO E-6)	1	LS	\$	\$
171	TRAFFIC SIGNAL SYSTEM MODIFICATIONS @ RAILROAD AVE/ CIVIC AVE (SHEET E-7 TO E-8)	1	LS	\$	\$
172	MODIFICATIONS TO TRAFFIC SIGNAL AND ELECTRICAL SYSTEMS @ CALIFORNIA AVE/HARBOR ST (SHEET E-9)	1	LS	\$	\$
<b>BASE BID TOTAL</b>					
<b>ALTERNATE BID A – CALIFORNIA AVE LIGHTING</b>					
173	TRENCH AND BACKFILL (CALIFORNIA AVENUE LIGHTING)	2,750	LF	\$	\$
174	2" PVC CONDUIT (CALIFORNIA AVENUE LIGHTING)	2,600	LF	\$	\$
175	3" PVC CONDUIT (CALIFORNIA AVENUE LIGHTING)	150	LF	\$	\$
176	#8 AWG STRANDED COPPER CONDUCTOR (CALIFORNIA AVENUE LIGHTING)	10,250	LF	\$	\$
177	#6 AWG BARE SOLID CONDUCTOR (GROUND) (CALIFORNIA AVENUE LIGHTING)	2,000	LF	\$	\$
178	#5 PULL BOX (CALIFORNIA AVENUE LIGHTING)	29	EA	\$	\$
179	#3 1/2 PULL BOX (CALIFORNIA AVENUE LIGHTING)	3	EA	\$	\$
180	SERVICE CABINET AND FOUNDATION (CALIFORNIA AVENUE LIGHTING)	1	EA	\$	\$
181	SERVICE RISER (CALIFORNIA AVENUE LIGHTING)	1	EA	\$	\$

182	LIGHT FIXTURE, POLE, AND FOUNDATION (CALIFORNIA AVENUE LIGHTING)	25	EA	\$	\$
<b>ALTERNATE BID A SUBTOTAL</b>					\$
<b>ALTERNATE BID B – RAILROAD AVE SECURITY WALL</b>					
183	CLEARING AND GRUBBING	1	LS	\$	\$
184	REMOVE TREE	3	EA	\$	\$
185	LAYOUT	1	LS	\$	\$
186	16" CAST-IN-DRILLED HOLE PILE (SECURITY WALL)	804	LF	\$	\$
187	FURNISH AND ERECT PRECAST SECURITY WALL - TYPE 1 (9')	198	LF	\$	\$
188	FURNISH AND ERECT PRECAST SECURITY WALL - TYPE 1 (10')	479	LF	\$	\$
189	FURNISH AND ERECT PRECAST SECURITY WALL - TYPE 2 (8')	90	LF	\$	\$
190	FURNISH AND ERECT PRECAST SECURITY WALL - TYPE 2 (9')	240	LF	\$	\$
191	CONNECTION TO EXISTING FENCE (8' STEEL FENCE)	15	LF	\$	\$
192	FIVE GALLON VINE CONTAINER PLANT	52	EA	\$	\$
193	IRRIGATION SYSTEM	1	LS	\$	\$
<b>ALTERNATE BID B SUBTOTAL</b>					\$
<b>ALTERNATE BID C – RAILROAD AVENUE PATH PLANTING AND IRRIGATION</b>					
194	SOIL PREPARATION	48410	SF	\$	\$
195	WOOD MULCH	309	CY	\$	\$
196	SOD	7658	SF	\$	\$
197	WOOD HEADER	150	LF	\$	\$
198	ONE GALLON CONTAINER PLANT	926	EA	\$	\$
199	IRRIGATION SYSTEM	1	LS	\$	\$
<b>ALTERNATE BID C SUBTOTAL</b>					\$
<b>ALTERNATE BID D – RAILROAD AVENUE PATH LIGHTING</b>					
					\$
200	TRENCH AND BACKFILL (RAILROAD AVENUE LIGHTING)	2300	LF	\$	\$
201	2" PVC CONDUIT (RAILROAD AVENUE LIGHTING)	2300	LF	\$	\$
202	#8 AWG STRANDED COPPER CONDUCTOR (RAILROAD AVENUE LIGHTING)	7650	LF	\$	\$
203	#8 AWG BARE SOLID CONDUCTOR (GROUND) (RAILROAD AVENUE LIGHTING)	2550	LF	\$	\$
204	#5 PULL BOX (RAILROAD AVENUE LIGHTING)	31	EA	\$	\$
205	#6 PULL BOX (RAILROAD AVENUE LIGHTING)	2	EA	\$	\$
206	INSTALL CONDUIT IN EXISTING PULL BOX (RAILROAD AVENUE LIGHTING)	1	EA	\$	\$

207	REMOVE PULL BOX (RAILROAD AVENUE LIGHTING)	1	EA	\$	\$
208	CIRCUIT BREAKER (RAILROAD AVENUE LIGHTING)	4	EA	\$	\$
209	CONTACTOR (RAILROAD AVENUE LIGHTING)	4	EA	\$	\$
210	LIGHT FIXTURE, POLE, AND FOUNDATION (RAILROAD AVENUE LIGHTING)	33	EA	\$	\$
<b>ALTERNATE BID D SUBTOTAL</b>					\$
<b>(F) Final Pay</b>					
<b>(NP) Non-Participating</b>					

\* Final Pay Quantity

TOTAL BASE BID:    Items            1                    through            172                    inclusive:  
 \$ \_\_\_\_\_

*Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.*

BIDDER NAME:

---

**END OF BID SCHEDULE**

**Subcontractor List**

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,<sup>1</sup> the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

<sup>1</sup> For street or highway construction, this requirement applies to any subcontract of \$10,000 or more.


END OF SUBCONTRACTOR LIST

**Noncollusion Declaration**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_  
[business name], 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.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

s/ \_\_\_\_\_

\_\_\_\_\_  
Name [print]

END OF NONCOLLUSION DECLARATION

## Bid Bond

\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ (“Bid”), to the City of Pittsburg (“City”) for work on the Bart Pedestrian and Bike Connectivity Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF BID BOND



**Bidder's Questionnaire**

**BART PEDESTRIAN AND BIKE CONNECTIVITY PROJECT**

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

**Part A: General Information**

Bidder Business Name: \_\_\_\_\_ ("Bidder")

Check One:     Corporation (State of incorporation: \_\_\_\_\_)  
                   Partnership  
                   Sole Proprietorship  
                   Joint Venture of: \_\_\_\_\_  
                   Other: \_\_\_\_\_

Main Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Local Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Website address: \_\_\_\_\_

Owner of Business: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone and Email: \_\_\_\_\_

Bidder's California Contractor's License Number(s): \_\_\_\_\_

Bidder's DIR Registration Number: \_\_\_\_\_

**Part B: Bidder Experience**

1. How many years has Bidder been in business under its present business name? \_\_\_\_ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?  
\_\_\_\_ Yes      \_\_\_\_ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?  
\_\_\_\_ Yes      \_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder’s past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic’s liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

**Part C: Safety**

1. Provide Bidder’s Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder’s CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: \_\_\_\_\_
- 2.2 Number of medical treatment cases: \_\_\_\_\_
- 2.3 Number of deaths: \_\_\_\_\_

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

\_\_\_\_\_  
Name Title Email

**Part D: Verification**

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

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

By: \_\_\_\_\_  
Name and Title

END OF BIDDER'S QUESTIONNAIRE

## Contract

This public works contract ("Contract") is entered into by and between the City of Pittsburg ("City") and \_\_\_\_\_ ("Contractor"), for work on the Bart Pedestrian and Bike Connectivity Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On \_\_\_\_\_, 20\_\_\_\_, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract:
  1. Alternate Bid A Location 1 – California Lighting
  2. Alternate Bid B Location 4 – Railroad Security Avenue Wall
  3. Alternate Bid C Location 4 – Railroad Avenue Planting and Irrigation
  4. Alternate Bid D Location 4 – Railroad Avenue Lighting
  
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Plans and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Potential Award;
  - 2.12 Notice to Proceed; and
  - 2.13 The following:
    - Attachment A – Federal Bidding Requirements
    - Attachment B – Federal Contract
  
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
  
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$\_\_\_\_\_ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 180 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$5,200 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
  - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
  - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
  - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' 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 on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

**City:**

Public Works Department/Engineering Division  
65 Civic Avenue  
Pittsburg, CA, 94565  
Attn: Mariana Mena, Senior Civil Engineer  
[Mmena@pittsburgca.gov](mailto:Mmena@pittsburgca.gov)

Copy to: Dayne Johnson, Assistant City Engineer  
[DBJohnson@pittsburgca.gov](mailto:DBJohnson@pittsburgca.gov)

**Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_  
Copy to: \_\_\_\_\_

**12. General Provisions.**

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

**12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

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

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

**CONTRACTOR:** \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

Seal:

\_\_\_\_\_  
Name, Title

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

Second Signature (See Section 12.8):

s/ \_\_\_\_\_

\_\_\_\_\_  
Name, Title

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

\_\_\_\_\_  
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT



## Payment Bond

City of Pittsburg ("City") and \_\_\_\_\_ ("Contractor") have entered into a contract for work on the Bart Pedestrian and Bike Connectivity Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:  
  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the < \_\_\_\_\_ > County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

*[Signatures are on the following page.]*

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY CITY:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PAYMENT BOND

## Performance Bond

City of Pittsburg ("City") and \_\_\_\_\_ ("Contractor") have entered into a contract for work on the Bart Pedestrian and Bike Connectivity Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee for an amount not less than \$\_\_\_\_\_ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
  - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
  - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY CITY:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PERFORMANCE BOND

## General Conditions

### Article 1 - Definitions

**Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for a specified purpose.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

**City** means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

**City Engineer** means the City Engineer for City and his or her authorized delegee(s).

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

**Contract Time** means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**DIR** means the California Department of Industrial Relations.

**Drawings** has the same meaning as Plans.

**Engineer** means the City Engineer for the City of Pittsburg and his or her authorized delegees.

**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Government Code Claim** means a claim submitted pursuant to California Government Code § 900 et seq.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

**Project Manager** means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information** or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day** or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## Article 2 - Roles and Responsibilities

### 2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including

authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

## 2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any



aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor

fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

## 2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

## 2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by

City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

**2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the

Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

### **Article 3 - Contract Documents**

#### **3.1 Interpretation of Contract Documents.**

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor

will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean City.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

**3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect on the date that bids were due.

**3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

**3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

#### **Article 4 - Bonds, Indemnity, and Insurance**

**4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance

bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

**4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:



(1) *Commercial General Liability (“CGL”) Insurance*: The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance*: The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers’ Compensation Insurance and Employer’s Liability*: The workers’ compensation and employer’s liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance*: The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder’s Risk Insurance*: The builder’s risk insurance policy must be issued on an occurrence basis, for all-risk or “all perils” coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice**. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) **Waiver of Subrogation**. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements**. The CGL policy, automobile liability policy, pollution liability policy, and builder’s risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

## Article 5 - Contract Time

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts

to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule**. If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance**. Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting**. Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights**. City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times**. Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### 5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay**. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs (see Section 2.5(G));
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or
- (11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-

efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

## Article 6 - Contract Modification

**6.1 Contract Modification.** Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.



(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

- (1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
- (2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
- (3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
- (4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

## **Article 7 - General Construction Provisions**

### **7.1 Permits, Fees, Business License, and Taxes.**

(A) **Permits, Fees, and City Business License.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

**7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be

approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

**7.3 Noninterference and Site Management.** Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

**7.4 Signs.** No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

**7.5 Project Site and Nearby Property Protections.**

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor

must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

## 7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

## 7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as

determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use



the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

**7.10 Instructions and Manuals.** Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

**7.11 As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

**7.12 Existing Utilities.**

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be

assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

**7.13 Notice of Excavation.** Contractor must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert, at least two working days, but not more than 14 calendar days, before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

**7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

**7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring,

sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

**7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

**7.18 Historic or Archeological Items.**

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws

governing discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

## Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

**8.4 Early Occupancy.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

**8.6 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

## Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.



**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** This Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates, verify federal prevailing wage rates and requirements at [www.dol.gov](http://www.dol.gov)

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

**9.5 Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

## Article 10 - Safety Provisions

- 10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.
- (A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.
- (B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.
- (C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.
- (D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.
- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- 10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

**10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

## Article 11 - Completion and Warranty Provisions

### 11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept

the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

## 11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

**11.3 Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

## Article 12 - Dispute Resolution

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been

rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

**12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

**12.3 City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

**12.5 Mediation and Government Code Claims.**

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately



responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

## Article 13 - Suspension and Termination

**13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

**13.3 Termination for Default.** City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt

payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost

opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

**13.4 Termination for Convenience.** City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

**13.5 Actions Upon Termination for Default or Convenience.** The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

#### Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

## Special Conditions

### 1. Authorized Work Days and Hours.

**1.1 Authorized Work Days.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City:

Monday  
Tuesday  
Wednesday  
Thursday  
Friday

**1.2 Authorized Work Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours:

Weekdays: 7:30 a.m. to 4:30 p.m.  
Special Weekend Work: 8:00am to 5:00pm  
Weekend work are subject to approval by the City.

**2. Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:

- 2.1** Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 2.2** List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 2.3** Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- 2.4** If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- 2.5** Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed;
- 2.6** Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- 2.7** Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- 2.8** Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- 2.9** Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights,

structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;

**2.10** If requested by City, Contractor's cash flow projections; and

**211** Any other documents specified in the Special Conditions or Notice of Potential Award.

**3. Insurance Requirements.** The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.

**3.1 Pollution Liability Insurance Waived.** The pollution liability insurance policy requirement set forth in subsection 4.3(A)(4) of the General Conditions is hereby waived and does not apply to this Contract.

**3.2 Builders Risk Insurance Waived.** The builder's risk insurance policy requirement set forth in subsection 4.3(A)(5) of the General Conditions is hereby waived and does not apply to this Contract.

**4. Normal Weather Delay Days.** This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time. Based on historic records for the Project location, Contractor's schedule should assume the following number of normal Weather Delay Days for each month:

Month	# Normal Weather Delay Days
January	—
February	—
March	—
April	—
May	—
June	—
July	—
August	—
September	—
October	—
November	—
December	—

Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

**5. Construction Manager Role and Authority.** Mariana Mena with the City of Pittsburg, is the Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.



- 5.1 Communications.** Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing, as follows:

*Mariana Mena*  
*mmena@pittsburgca.gov*

With a copy to the Engineer:

Dayne Johnson  
*Dbjohnson@pittsburgca.gov*

- 5.2 On-Site Management and Communication Procedures.** The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.
- 5.3 Contract Administration Procedures.** The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.
- 5.4 Pre-Construction Conference.** Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.
- 5.5 Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

**6. Federally Funded Projects.** This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents. Copies of any funding agreement between City and a funding agency will be made available upon request.

- 6.1 Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

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

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

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the City or funding agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 6.2 Davis-Bacon Act.** Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination, refer to appendix D.
- 6.3 Copeland “Anti-Kickback” Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 6.4 Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:
- (A) No Contractor or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.
- (B) If Contractor or a Subcontractor violates this requirement, the Contractor and any responsible Subcontractor will be liable for the unpaid wages. In addition, the Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.
- (C) Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 6.5 Rights to Inventions.** If the federal funding for this Contract meets the definition of “funding agreement” under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.

- 6.6 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 6.7 Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 6.8 Suspension and Debarment.** Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.
- 6.9 Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.
- 6.10 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6.11 Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a

contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- 6.12 Domestic Preferences for Procurements.** As appropriate and to the extent consistent with Laws, the City should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

**7. Federal Contract Requirements.** This Project is funded in whole or in part by federal funds administered under Caltrans' Local Assistance Procedures Manual ("LAPM"). LAPM contract requirements are provided in Attachment B - Federal Contract Requirements. Contractor must comply with the requirements set forth in Attachment B.

**8. Close Out Requirements.** Contractor's close out requirements include the following, if applicable:

- 8.1** Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.
- 8.2** Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed land surveyor as required by California law.
- 8.3** Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.

END OF SPECIAL CONDITIONS

## **TECHNICAL PROVISIONS**

### **CONTROL OF WORK**

**Replace all paragraphs in Section 5-1.26 Construction Surveys, with the following.**

Construction surveys and stakes or marks to establish the lines and grades will be the responsibility of the Contractor and not provided by the Engineer. The Contractor must utilize a qualified land surveyor in conformance with the requirements in Chapter 12, "Construction Surveys," of the California Department of Transportation's Surveys Manual.

The work in this section includes the furnishing of all labor, equipment, materials, tools, and incidentals and performing all operations in connection with construction survey and layout and all work necessary to provide for proper layout of the work, and detail necessary to define construction layout and staking requirements of this project.

Contractor shall be responsible to set control points/lines at the work site, and provide and establish the construction staking for all improvement work shown on the plans (e.g. curb & gutter, ramps, storm drain improvements, roadway centerline and as required) or as required during the course of construction. It shall be the Contractor's responsibility to layout the work from the information shown on the plans and included in the electronic files which will be provided to the winning bidder. Contractor shall obtain the services of a Professional Land Surveyor licensed in the State of California to perform construction layout, staking and quantity calculations for payment purposes. The Contractor will be held responsible for all errors in staking discovered during the performance of the work and no additional compensation shall be charged to the City for correction of such deficiency.

**Contractor shall confirm with the City that all monuments within the limits of work have been referenced prior to the start of any pavement removals.**

Where new concrete and pavement meets existing, conform to existing elevations.

Staking shall be performed a minimum of 2 working days prior to the time when stakes are required. Stakes will be preserved and made available for the Engineer to verify the lines and grades of the work.

The Contractor will provide one set of stakes for the following items:

- Clearing Limits
- Control Lines
- Rough Grading
- Curbs and Gutters
- Security Walls
- Grade breaks in pavement and path finished grade
- Storm Drains
- Drainage Inlets, Manholes, and Structures

Construction stakes are not required for:  
Pavement Striping

## Temporary Construction Items

Construction stakes will be provided at fifty-foot intervals in tangent sections, twenty-five foot intervals in horizontal curve sections, and transition points. Damaged or removed stakes shall be replaced per Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

### **Measurement and Payment**

The contract lump sum price paid for "Layout" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in construction staking layout, complete in place, including maintenance and replacement of stakes for use by the Engineer, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

### **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

#### **Add the following paragraphs to the end of Section 7-1.02K(6)(b) Excavation Safety:**

This work shall consist of furnishing and installing temporary sheeting, shoring, benching, and bracing in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code. Sheeting, shoring, benching, and bracing plans shall be signed and sealed by a California registered professional Engineer and submitted to the City prior to the start of work.

"Excavation Safety" shall conform to the provisions in Section 7-1.02K(6)(b) "Excavation Safety", and Section 7-1.02K(6)(c) "Tunnel Safety" of the Standard Specifications, and these Technical Provisions.

Attention is directed to the requirements in Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations shall be adequately shored and braced so that the earth will not slide, move, or settle and so that all existing improvements of any kind will be fully protected from damage.

Attention is called to Article 6 of "Construction Safety Orders" of the California Division of Industrial Safety, that the Contractor is required by law to obey and which are adopted by reference as part of these technical provisions.

Attention is directed to Public Contract Code Section 7104, which requires the Contractor to promptly notify the City of Pittsburg when working on a contract involving the digging of trenches or excavations in excess of four feet below the surface, and when any of the following are encountered:

Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract.

Such notification shall be in writing and shall be submitted to the Engineer prior to disturbing any of the above conditions.

Entry and receiving pits shall conform to the following requirements:  
Protected by placement of 6-foot chain link fence or Type K barrier.  
Shored in accordance to Cal-OSHA requirements.

The choice of shoring method shall be left to the Contractor's judgment based on experience, economic considerations, and adjacent improvements such as utilities, pavements, and foundation loads. Temporary shoring should support adjacent improvements without distress and shall be the Contractor's responsibility.

In addition to soil earth pressures, the shoring system will need to support adjacent loads such as construction vehicles and incidental loading, existing structure foundation loads, and street loading. Heavy construction loads (cranes, etc.) and material stockpiles shall be kept at least 15 feet behind the shoring. Where this loading cannot be set back, the shoring will need to be designed to support the loading. The shoring designer shall provide for timely and uniform mobilization of soil pressures that will not result in excessive lateral deflections.

A California-licensed civil or structural engineer must design and be in responsible charge of the temporary shoring design. The Contractor is responsible for means and methods of construction, as well as site safety. Temporary shoring design calculations shall be submitted to the Engineer for review and approval prior to installation.

The Contractor's attention is directed to Section 7-1.02K(6) (a through d), "Occupational Safety and Health Standards" of the Standard Specifications and these technical provisions. The upper 30 feet of the site may be classified as OSHA Type C soils.

### **Measurement and Payment**

The contract lump sum price paid for "Excavation Safety" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing excavation safety, including shoring plans and calculations (prepared by a California-licensed Civil or Structural Engineer), installing and maintaining shoring, bracing, shielding, and sheeting, and include conformance to applicable safety orders, and any necessary subsurface investigations, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

### **Replace Section 7-1.02K(6)(j)(iii) of the RSS for Section 7-1.02K(6)(j)(iii) with: Chapter 1 7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead**

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble



lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Unregulated earth material containing lead is present on the job site at the following locations:

Location	Element of work	Depth
California Avenue	Roadway Excavation	0' to 0.5'

Unregulated earth material containing lead has been detected to a depth of 0.5 feet within the job site. Unregulated levels of lead found range from less than 4.73 to 51.5 mg/kg total lead with an average concentration of 12.9 mg/kg total lead as analyzed by EPA test method 6010 or EPA test method 7000 series and based upon a 95 percent upper confidence limit. Unregulated levels of lead on the job site have a predicted average soluble concentration of less than 0.2 mg/L as analyzed by the California Waste Extraction Test and based upon a 95 percent upper confidence limit.

If unregulated material is disposed of:

1. Submit at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.
2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

## **DIVISION II – GENERAL CONSTRUCTION**

### **12 TEMPORARY TRAFFIC CONTROL**

**Add the following paragraphs to the end of Section 12-3.11C(1) Construction Area Signs –**

**Construction – General:**

Prior to the start of work which requires parking restriction the Contractor shall request approval to post and maintain temporary NO PARKING signs on each street where the operations will take place. It shall be the Contractor’s responsibility to post “No Parking” signs in the areas where Contractor’s work will require restricted parking. To be enforceable

the signs must be posted not less than 48 hours prior to the start of work. The signs must clearly show the date(s) and hours of the parking prohibition and City/State code for enforcement. The date and time the signs were posted must also be visible on the sign. The Contractor must also attach appropriate "Advance Public Notification" notices to each NO PARKING sign. The Contractor shall remove these signs immediately when they are no longer needed for use in the respective area of the project.

Parking restrictions shall be staged on westbound California Avenue. Each stage shall be limited to 30 calendar days as follows:

Stage 1: between Harbor Street and Clyde Avenue

Stage 2: between Clyde Avenue and Avon Street

Liquidated damages in the amount of \$1,000 per day will be charged to the Contractor for delays in reopening the shoulder for parking.

Staging is required to accommodate parking of BART staff vehicles on California Avenue at all times. No work shall be performed on California Avenue between Station 50+50 to 53+50 until the work between 53+50 to 56+50 is completed, in order to provide temporary dedicated parking for BART Staff Vehicles. Parking for BART Vehicles for a length of 200 feet shall be maintained at all times during construction on eastbound California Avenue near Railroad Avenue. Signage shall be relocated as necessary to accommodate the parking restrictions for BART vehicles only. A temporary ADA accessible path of travel, capable of supporting a 1000-pound cart, shall be provided between the temporary parking spaces to the BART Station.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the latest edition of the California Manual on Uniform Traffic Control Devices (2014 California MUTCD, Revision 5), these technical provisions, and as directed by the Engineer.

The Contractor shall provide the following construction signs for this project at locations shown on the plans and as designated by the Engineer:

- 18-single post W20-1, "Road Work Ahead" Signs
- 3-single post G20-2, "End Road Work" Signs
- 4-single post, Project Information Signs
- 2-double post, Project Funding Signs

General

The Contractor shall provide "Road Work Ahead", "End Road Work", a 30" x 30" Contractor Information Sign, and Project Funding Identification Sign for this project at locations shown on the plans and as designated by the Engineer. All signs shall have an orange background color and black uniform lettering unless noted otherwise.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these technical provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the City Engineer has indicated his written approval. All other modifications shall be made by contract change order.

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

#### Construction Area Sign

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the latest edition of the California Manual on Uniform Traffic Control Devices (2014 California MUTCD, Revision 5), these Technical Provisions, and as directed by the Engineer.

#### Project Information Sign

The Measure "J" Information sign shall advise the public of the anticipated period of time that traffic delays may be anticipated. This sign will also include name and telephone number of the Contractor along with starting and completion dates of the contract. Sign will be erected 7 days in advance of any work. For bidding purposes it should be assumed that a total of 2 Project Information Signs will be required.

Project Information Sign shall be black lettering on white retroreflective sheeting. City and CCTA logos shall be in color.

Contractor shall submit Project Information Sign format and content to City for review.  
Contractor

**Replace the paragraph in Section 12-3.11D General Information Signs – Payment with the following paragraphs:**

The contract unit price paid for “**Construction Area Signs**”, “**Project Funding Sign**”, and “**Project Information Sign**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in construction area signs, complete in place, including placing, maintaining, removing and disposing of construction area signs, or any other equipment used to protect the public or designate construction areas, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

**Add the following paragraph to the beginning of Section 12-4.02A(2) Definitions:**

Work hours shall comply with the definition of “day” in Section 1 – General, of these Technical Provisions.

Replace the definition of “designated holiday” in Section 12-4.02A(2) Traffic Control Systems – Definitions, with the definition of “holiday” in Section 1 – General, of these Technical Provisions.

**Add the following paragraphs to the end of Section 12-4.02A(3)(a) Traffic Control Systems –**

**Submittals – General:**

Temporary traffic control shall be in accordance with Chapter 6 of the California Manual for Uniform Traffic Control Devices.

Where the Temporary Traffic Control (TTC) zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route in conformation with Section 12-4.04A Temporary Pedestrian Access Routes.

No work may begin under contract until the traffic control plans have been approved by the Engineer. Time required for review and approval of these items shall not constitute a basis for time extension.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. This designation shall be provided to the Engineer for approval two (2) working days in advance of any planned activity which requires traffic control. This person shall be an employee of the primary contractor and shall be present during all construction activities of the contractor or subcontractor. The person designated shall have the authority to stop and direct the work if necessary, and work closely with the Engineer. Failure of the designated person to be present at the job site when any part of the Traffic Control is in place, (for contractor or subcontractor operations) shall be considered a failure on the part of Contractor to perform a provision of the contract. The Engineer may, in accordance with Section 8-1.06 "Suspensions" of the Caltrans Standard Specification, suspend all work until such time satisfactory arrangements have been made to have a certified person on the job site at all times when the Traffic Control System is in place. The days on which the suspension is in effect shall be considered working days if such days are considered working days within their definition set forth in Section 8-1.06 of the Caltrans Standard Specifications.

**Add the following paragraphs to the end of Section 12-4.02C(1) Traffic Control Systems –**

**Construction – General:**

It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with construction operations.

Contractor shall not block entrances to any property. Contractor shall provide steel plates, temporary driveway access, or stage work as necessary in order to provide access to resident and business driveways at all times.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to cross streets, driveways, and buildings along the line of work shall be maintained. Existing roadway surfaces within the project limits shall remain.

The Contractor shall, at a minimum, maintain one continuous 11-foot wide, paved, traffic lane in each direction and one 4-foot wide, paved, separated, ADA-compliant, pedestrian travel way continuous on one side of the street, through the construction zone at all times and at all sites unless specifically noted otherwise on the project plans (see Exhibit 1 of these Technical Provisions.) Pedestrian travel paths next to vehicle lanes that are not elevated shall be separated by Temporary Railing (Type K).

If work vehicles or equipment is parked on the shoulder within 6 feet of a traffic lane, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C(8).

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress. When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way, shall be removed from the traveled way and shoulder.

If any component in the traffic control system (including but not limited to portable changeable messages, cones, channelizers, barricades, signs, lights, pavement delineation, markers, and markings, and temporary raised pavement markers) is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Personal vehicles of the Contractor's employees shall not be parked on the paved shoulders or the traveled way, including any sections closed to public traffic.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers which conflict with a new traffic pattern or which are applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

**Replace *Reserved* in section 12-4.02C(3)(j) with:**

Comply with the requirements for the [Ramp Lane Closure Requirements](#) shown in the following charts:

Chart No. <a href="#">J1</a> <a href="#">Ramp Lane Closure Requirements</a>																									
County: <a href="#">Contra Costa</a>							Route/Direction: <a href="#">4/EB</a>							Post Mile: <a href="#">22.9</a>											
Closure limits: <a href="#">Railroad Ave off-ramp.</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>
Fri	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																	<a href="#">S</a>	<a href="#">S</a>
Sat	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>														<a href="#">S</a>	<a href="#">S</a>	
Sun	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>													<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>
Legend:																									
<input type="checkbox"/> <a href="#">S</a> Shoulder closure is allowed (right/left).																									
<input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.																									
REMARKS:																									

Chart No. <a href="#">J2</a> <a href="#">Ramp Lane Closure Requirements</a>																									
County: <a href="#">Contra Costa</a>							Route/Direction: <a href="#">4/EB</a>							Post Mile: <a href="#">23.2</a>											
Closure limits: <a href="#">Railroad Ave on-ramp</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																	<a href="#">S</a>	<a href="#">S</a>
Fri	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																	<a href="#">S</a>	<a href="#">S</a>
Sat	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>															<a href="#">S</a>	<a href="#">S</a>
Sun	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>													<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>
Legend:																									
<input type="checkbox"/> <a href="#">S</a> Shoulder closure is allowed (right/left).																									
<input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.																									
REMARKS:																									

Chart No. <a href="#">J3</a> <a href="#">Ramp Lane Closure Requirements</a>																									
County: <a href="#">Contra Costa</a>							Route/Direction: <a href="#">4/WB</a>							Post Mile: <a href="#">22.8</a>											
Closure limits: <a href="#">Railroad Ave on-ramp</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																			<a href="#">S</a>	<a href="#">S</a>
Fri	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																				<a href="#">S</a>
Sat	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>																		<a href="#">S</a>
Sun	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>	<a href="#">S</a>														<a href="#">S</a>	<a href="#">S</a>	
Legend:																									
<b>Delete any legend not used.</b>																									
<b>Do not use shading or crosshatching. Half-hour increments can be accomplished by splitting the appropriate cell. Place the cursor inside the cell, right click on the mouse, and select <i>Split Cells</i>.</b>																									
<b>Edit for a right or left shoulder closure. Do not edit if both shoulder closures apply.</b>																									
<input type="checkbox"/> <a href="#">S</a> Shoulder closure is allowed (right/left).																									
<input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.																									
<b>Specify the detour route or reference the applicable detour or traffic handling plans.</b>																									
REMARKS: <a href="#">Location 220A</a>																									

Do not perform work on city streets that interferes with traffic from 3 pm to 9 am.

**Replace all paragraphs in Section 12-4.02D Traffic Control Systems – Payment, with the following paragraphs:**

**Payment:** The contract lump sum price paid for “**Traffic Control System**” shall include full compensation for furnishing all labor (including preparation of the Traffic Control Systems and Traffic Control Plan for Pedestrians, vehicle and bicycles, and flaggers when necessary), materials (including signage, barricades, longitudinal channelizing devices, temporary ramps, door hangers, and temporary traffic delineation), tools, equipment, and incidentals, and for doing all of the work involved in completing and implementing traffic control plans; closing traffic lanes; furnishing, erecting, maintaining (including covering and uncovering as needed), relocating, replacing, and removing construction area signs, lights, traffic cones, barricades, arrow boards, channelizers, lane delineators, temporary pavement delineation, k-rail, etc., for the convenience & safety of the public and to facilitate the performance of the contract work as shown on the plans, the approved traffic control plans, the contract plans, the California MUTCD, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The Contractor shall be paid on pro rata basis for the work done per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed to provide traffic control as specified herein, and as may be required to complete the work.

**Add the following paragraph to the end of Section 12-6.01 General:**

Nothing in these technical provisions shall be construed as reducing the minimum standards specified in the California MUTCD, 2014 Edition or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

When crosswalks or stop bars are obliterated, the minimum crosswalk or stop bar delineation to be provided shall be temporary pavement markers placed at longitudinal intervals of not more than 4 feet. The temporary pavement markers shall be the same color as the crosswalk or stop bar the markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) listed in the California Department of Transportation’s "Prequalified and Tested Signing and Delineation Materials". Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

**Replace all of the paragraphs in Section 12-6.04 PAYMENT with the following:**

Full compensation for Temporary Pavement Delineation including furnishing, placing, maintaining, and removing temporary pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

**Replace the paragraph in Section 12-7.04 PAYMENT with the following:**

Full compensation for Temporary Pavement Delineation For Seal Coats including furnishing,



placing, maintaining, and removing temporary pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

### **13 WATER POLLUTION CONTROL**

**Add the following paragraph to the end of Section 13-1.01A General – Summary:**

Water pollution control work shall conform to the requirements of the following:

1. Caltrans Standard Plans and Specifications, 2018 edition, including latest addendums and additions
2. Blueprint for a Clean Bay, 1999 Edition, Bay Area Storm Water Management Agencies
3. Start at the Source, 1999 Edition, Bay Area Storm Water Management Agencies

**Add the following paragraph to the end of Section 13-3.01A General – Summary:**

A SWPPP is required for this project. The construction project disturbs more than 1 acre of developed and undeveloped land.

**Replace all of the paragraphs in Section 13-3.04 PAYMENT with the following:**

The contract lump sum price paid for “**Stormwater Pollution Prevention Plan**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in water pollution control, complete in place, including each authorized rain event action plan, and each authorized stormwater annual report, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The City pays for the stormwater pollution prevention plan as follows:

1. Total of 50 percent of the item total upon authorization of the SWPPP
2. Total of 90 percent of the item total upon work completion
3. Total of 100 percent of the item total upon Contract acceptance

The City does not adjust the unit price for an increase or decrease in the quantity of:

1. Rain event action plan
2. Storm water sampling and analysis day
3. Storm water annual report

**Add the following sentence to the end of paragraph 1 of Section 13-6.03C Temporary Drainage Inlet Protection:**

Contractor shall protect all drainage inlets within 100-feet of the project limits including catch basins and drainage inlets.

Temporary storm drain inlet protection shall be constructed, installed, maintained, and removed at all drainage inlets within the boundaries of the project. The Contractor shall use sediment filter bags to protect the drainage inlet. Throughout the duration of the contract,

the Contractor shall maintain and provide protection to meet the changing conditions around the drainage inlet.

Sediment filter bags shall be installed by removing the drainage inlet grate, placing the sediment bag in the opening, and replacing the grate to secure the sediment filter bag in place. Sediment Filter Bags shall be installed at all storm drain inlets within or adjacent to the project limits. Sediment Filter Bags shall be obtained from a commercial manufacturer, as approved by the Engineer.

When the temporary drainage inlet protection is no longer required the protection materials shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Temporary drainage inlet protection shall be maintained to provide sediment holding capacity and to reduce runoff velocities. Temporary drainage inlet protection shall be repaired or replaced immediately if damage occurs.

Sediment deposits, trash, and debris shall be removed from temporary drainage inlet protection as needed or when directed by the Engineer. Removed sediment shall be deposited within the project limits so that the sediment is not subject to erosion by wind or by water. Trash and debris shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. All Sediment Filter Bags shall be removed at the conclusion of the project.

Cleanup, repair, removal, disposal, or replacement due to improper installation or as a result of the Contractor's negligence shall not be considered as included in the cost for performing maintenance.

**Add the following paragraph to Section 13-6.04 Temporary Sediment Control – Payment:**

The contract unit price paid for "**Temporary Storm Drain Inlet Protection**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary drainage inlet protection, complete in place, including maintenance, replacement, and removal of materials, cleanup and disposal of retained sediment and debris, and removal of all Sediment Filter Bags at the conclusion of the project, as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

## **14 ENVIRONMENTAL STEWARDSHIP**

**Add the following paragraph to the end of Section 14-8.02 Noise Control:**

Noise control shall conform to the provisions in Section 14-8.02 Noise Control of the Caltrans Standard Specifications and these Technical Provisions. Construction is not permitted outside the hours and days stated in Section 8-1.04 – WORKING DAYS, HOLIDAYS AND HOURS OF WORK, of these Technical Provisions. Exception to this provision shall be "Emergency construction and repair that is necessary for protection of life and property" and "Operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Engineer".

No engines of construction equipment shall be started prior to 7:30 a.m. unless specifically permitted by the Engineer in writing. All equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor shall be properly maintained. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws or regulations for the protection of personnel.

**Add after the 2nd paragraph of section 14-11.12A:**

This project includes removal of yellow thermoplastic crosswalk delineation that will produce hazardous waste residue.

**Add after the 1st paragraph of 14-11.12E:**

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 60 days after the start of accumulation of the residue.

**Replace the RSS for section 14-11.14 with:**

**Chapter 2 14-11.14 TREATED WOOD WASTE**

**Chapter 3 14-11.14A General**

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from demolition of roadside signs is treated wood waste.

**Chapter 4 14-11.14B Submittals**

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

**Chapter 5 14-11.14C Training**

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

**Chapter 6 14-11.14D Storage of Treated Wood Waste**

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

#### **Chapter 7 14-11.14E Transport and Disposal of Treated Wood Waste**

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lbs or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)

8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lbs or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

1. US Ecology, Beatty, Nevada
2. US Ecology, Grandview, Idaho
3. Chemical Waste Management of the Northwest, Arlington, Oregon

## **15 EXISTING FACILITIES**

### **Add the following paragraph to Section 15-1.01 Existing Facilities – GENERAL**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 14-10, "Solid Waste Disposal and Recycling", Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance", of the Standard Specifications, as well as these technical provisions. Nothing in these technical provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety", of the Standard Specifications.

This work shall consist of removing existing roadway and other public facilities which interfere with construction as shown on the plans. Removed facilities shall be disposed of, salvaged, re-laid, reset, relocated or reconstructed as specified in the Standard Specifications and these technical provisions. Removed facilities to be disposed of shall become the property of the Contractor.

### **Add the following paragraph to Section 15-1.03 Construction - General**

Any resultant void of the removed item shall be backfilled to the lines and grades shown on

the plans with clean backfill, free of organics and deleterious material, and compacted to 95% relative compaction.

The Contractor shall protect from damage, any utilities and other non-highway facilities that are to remain in place, be installed, relocated, or otherwise rearranged. Sawcuts shall be made on the nearest expansion or weakened plane joints or score line. Sawcuts must go entirely through concrete except where shallow utilities, such as electric facilities, may exist in the sidewalk. Cut concrete shall be removed without damaging the concrete that is to remain in place, or any other structures or improvements adjacent to the cut concrete. Damage to concrete or any adjacent existing structure or improvement, which is to remain in place, shall be repaired to a condition satisfactory to the Engineer. Repairing or removing and replacing structures, improvements, and/or the concrete to remain in place, that are damaged outside the limits of concrete to be replaced, shall be at the Contractor's expense and will not be measured nor paid.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line to a minimum depth of 4-inches with a power driven saw before the concrete is removed.

Slurry from sawcut operation shall not be allowed to enter the waterway.

#### Grind Concrete

Concrete grinding spoils shall be performed in accordance with the provisions in Section 14-11.04, "Dust Control", of the Standard Specifications and these technical provisions.

The grinding area shall be 1:12 taper measured across the width of the concrete are to be ground, and the finished offset between the adjacent flags of concrete shall be no greater than 1/8-inch. The new surface shall not have waves or undulations.

The City does not pay for additional grinding to comply with smoothness requirements.

After grinding, the Contractor shall sweep or vacuum the area to clean up any debris created by the grinding process.

#### **Utility and City-Owned Structures**

The location of all utility and City-owned structures that are covered over by the new pavement shall be legibly marked with spray chalk paint or similar non-permanent marking media prior to the overlay by the Contractor. The utility and City-owned structures shall then be remarked with spray chalk paint or similar non-permanent marking media with on the new pavement. In addition, the Contractor must make a list of each utility cover that is paved over and not raised to grade during paving or slurry seal operations (e.g. PG&E utility covers) and must notify the utility in writing of the location of said utility cover and the date that it was paved over. A copy of this written notification must be sent to the City. If a utility cover is paved over and not raised to grade during the paving job, the pavement must be at least 1-1/2 inches thick over the utility cover and no depression in the roadway surface can be left over the utility cover. If 1-1/2 inches of pavement cannot be laid over a recessed utility cover, then the asphalt concrete shall be feathered to the grade of the utility cover and arrangements with the utility must be made to raise it to grade.

Adjustment of manholes shall be performed after final paving.

Existing valve covers, meter boxes, subsurface vaults, and other items listed in these Technical provisions or shown on the plans, or as directed by the Engineer, shall be adjusted to final grade. The final adjustments, which shall not be performed until all of the pavement surfacing has been placed, shall conform to the provisions in Section 71-5.013B, "Frames, Covers, Grates, and Manholes" of the State Standard Specifications with the following modifications and as amended to include the adjustment of the facilities that are not owned or maintained by the City.

Traffic Signal boxes to be replaced with traffic rated boxes shall match the existing box size. Pullbox lid shall have "TRAFFIC SIGNAL" stamped in lid.

Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

- ramp section (cut-back) around "iron" and paint white
- place lighted Portable Barricade over iron

#### Construction Methods

Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers.

Portland cement concrete used for adjusting covers shall be minor concrete conforming to the requirements of Section 90-2 "Minor Concrete" of the Standard Specifications with at least 505 pounds of cementations material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted.

Mortar used in resetting manhole covers shall conform to the provisions in Section 51-1.02F, "Mortar" of the State Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facilities.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When manhole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the manhole and sewer pipe.

During sealing or paving operations, all surface structures shall be protected and no adhesive material shall be permitted to fill the joint between the frame and cover.

#### **Remove Fence**

This work includes removing chain link fence including, cutting, removing and disposing chain link fabric, removing and disposing of posts and post foundations, installing new corner posts, installing chain link fence (CL-6) with salvaged fabric and supplement with new fabric as required. Remove fence work includes reconstructing existing fencing and posts for new corner posts and bracing shall be performed in conformance with Section 80,

“Fences” of the Standard Specifications, as shown on the plans, these technical provisions, and as directed by the Engineer.

### **Reconstruct Chain Link Fence**

This work includes salvaging the chain link fabric from the existing fence, removing and disposing of damaged or unused fence material, removing and disposing of posts and post foundations, installing new gate posts and corner posts, and installing chain link fence (CL-6) with salvaged fabric and supplement with new fabric as required. Reconstruct Chain link fence shall be performed in conformance with Section 80, “Fences” of the Standard Specifications, as shown on the plans, these technical provisions, and as directed by the Engineer.

### **Add the following paragraph to Section 15-1.03B Removing Concrete**

The Contractor shall restore all sewer, gas and waterline system markings on the top of curbs. All markings shall be referenced prior to curb removal.

### **Add the following paragraph to Section 15-1.04 Existing Facilities – Payment:**

Measurement for payment will be based on the unit prices bid. The Contractor shall be paid on the basis of work completed per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed and as may be required to complete the work, as noted on the monthly submission of progress payment and after the City has verified that the work has been done.

The contract price paid per square foot for “**Remove Concrete**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing concrete sidewalk, complete in place, including sawcutting, demolition and removal of concrete, roadway excavation, cleanup, and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Engineer.

The contract price paid per linear foot for “**Remove Curb and Gutter**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing curb and gutter, complete in place, including sawcutting, demolition and removal of concrete, roadway excavation, cleanup, and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Engineer.

The contract price paid per linear foot for “**Remove Fence**” as shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing chain link fence, securing the existing fence mesh to remain and bracing for corner posts and end posts, complete in place, including cutting fence mesh, excavation, post and foundation removal, disposal, backfill, stretcher bar, horizontal braces, diagonal braces, and truss rod, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract lump sum price paid for “**Grind Concrete**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in concrete grinding, complete in place, including dust control, cleanup, and other



incidental work, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract price paid per linear foot for **“Reconstruct Chain Link Fence (CL-6)”** as shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing chain link fence, complete in place, including installing salvaging fence mesh, excavation, post and foundation removal, disposal, backfill, new posts, concrete, stretcher bar, horizontal braces, diagonal braces, and truss rod, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract unit price paid for **“Remove Bench”** as shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing bench, including removing bench and bolts, cutting anchors to grade, and disposal, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract unit price paid for **“Relocate Trash Can”** as shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing and salvaging trash can and resetting at the new location, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract unit prices paid for **“Adjust Gas Valve to Grade,” “Adjust Water Valve Cover to Grade,” “Adjust SD Cleanout Cover to Grade,” “Adjust Irrigation Valve Cover to Grade,”** and **“Adjust Water Meter Cover to Grade”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting facilities to grade, including sawcutting, constructing concrete collars, grade rings, mortar, and temporary and final Type A HMA paving as shown on the plans, complete in place, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

Full compensation for protecting and referencing any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

Full compensation for protecting, providing temporary tapers, and referencing any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

## **DIVISION III EARTHWORK AND LANDSCAPE**

### **17-2 CLEARING AND GRUBBING**

#### **Add the following paragraph to Section 17-2.01A Clearing and Grubbing – General**

Clearing, Grubbing, Tree Protection, and Tree Root Pruning shall consist of removal and disposal of all objectionable material from the project site, including existing weeds, brush, shrubs, trees, stumps, roots, concrete, masonry, other unsuitable material, and obstructions interfering with the new construction. The limits of clearing, grubbing, tree protection, and root pruning shall be of sufficient area and depth to complete the work as shown on the plans. Clearing, grubbing, tree protection, and root pruning shall include limb, trunk, and root protection and tree and root pruning.

Clearing, grubbing, tree protection, and root pruning must be performed in advance of any other grading or construction operations.

Shrubs and hedges shall be designated for removal in the project plans or as directed by the Engineer. Existing landscaping and trees which are to remain in place must be protected from injury or damage. Existing trees must be protected with a temporary fence around the drip line, edge of the tree well or planting strip, or adhere to the requirements set forth in the “Limb and Trunk Protection” section. Unless otherwise specified, the Contractor shall protect trees at the Contractor’s expense.

Unless otherwise specified, all materials as shown on the drawings to be removed, or as field marked and as directed by the Engineer to be removed shall be disposed of outside the project limits. The work area shall be left with a neat and finished appearance.

The Contractor shall not store or permit debris to accumulate on site. If the Contractor fails to remove excess debris promptly, the City reserves the right to cause removal at the Contractor’s expense.

#### **Add the following paragraph to Section 17-2.03A Construction – General**

Care shall be taken when working near all trees, public or private. For all phases of the work, the Contractor is responsible for protecting trees, and the ‘Damages’ section of this contract will be enforced for any trees judged damaged by the City. Contractor will inform the City’s Arborist of the schedule for when the roots are expected to be exposed. Should tree or root pruning be required to construct the improvements shown on the plans, as specified in these technical provisions, and as directed by the Engineer. The Contractor shall notify the Engineer and contact the City’s Arborist at least 2 business days in advance of tree or root pruning. The City’s Arborist will inspect each site to approve the necessary root pruning, or work with the Engineer to modify the work to accommodate the tree roots. The City’s Arborist will use white, chalk-based paint to indicate which roots may be pruned and where root pruning is prohibited. Root pruning must adhere to the directions of the City’s Arborist.

In the event that root pruning would compromise the structural stability of the tree, the tree will be removed. Trees may also be removed based on their condition or location. Tree Removal will be decided by the City’s Arborist. Tree removal will be coordinated by

the City's Arborist and scheduled in conjunction with the Contractor.

#### Underground Service Alert (USA) of Northern/Central California and Nevada

- a. The Contractor will contact USA North 811 Call Before You Dig in accordance with all applicable requirements.
- b. The Contractor will notify USA North that there will be root grinding and root removal in addition to the sidewalk removal.
- c. The Contractor will ensure that the utility location marks are offset so that they are placed on a permanent surface that will not be removed. Offset marks locate the utility by showing the orientation of the utility and the distance from the marks to the utility.

#### Limb and Trunk Protection

This applies when trees are not surrounded by protective fencing. Trees situated in a tree well or sidewalk planting strip shall have the trunk protected by wrapping it with straw tubes (wattle) or vertical wood slats (ex. 2x4), up to a minimum of 8 feet from grade. Wooden slats shall be angled to protect the root flare at the base of the tree and bound securely on the outside. Closed cell foam or an equivalent material shall be used to protect the trunk of the tree where it contacts the slats. Lateral branches below 8 feet shall also be protected. Contractor shall keep deleterious materials associated with project construction from contacting any part of the trees, or being placed or stored in the tree well or planting strip.

#### Root Protection and Preparation for Root Pruning

- a. Existing sidewalk shall be removed in a manner that prevents any machinery, such as a backhoe, Bobcat®, or mini-excavator, from traveling over the exposed root zone.
- b. Contractor shall make every attempt to not scrape, skin, or pull on roots. Hand excavation around roots may be required.
- c. Where roots must be pruned, the area shall be excavated down to the depth required for the improvements prior to the City's Arborist inspecting the site; and all rock, concrete or other loose material shall be removed.
- d. No roots shall be torn or pulled using any other tools or machinery unless already severed on each end by one of the approved pruning tools.
- e. Exposed roots shall be covered with soil, mulch, or wet burlap if they will be exposed for more than 48 hours without measureable precipitation.

#### Root Pruning Requirements

- a. All pruning of roots shall be performed using a stump/root cutting machine, saw, axe, or any other sharp blade tool; resulting in a flat surface with the adjacent bark firmly attached.
- b. Roots 2 inches in diameter or greater shall be pruned by the contractor in accordance with these provisions.

- c. Roots smaller than 2 inches in diameter shall be pruned by the Contractor in accordance with these provisions, with the exception of contacting the City's Arborist.
- d. Large roots may be shaved to a depth of no more than one-third of their thickness, or as approved by the City's Arborist.
- e. At no time will any root pruning cut into the root flare as defined by the City Arborist.

The size of the tree well or planting strip will be assessed by the City Engineer or his/her designee to determine if it can be increased in size and still meet the minimum requirements. **All debris resulting from root pruning shall be removed by the Contractor.**

**Damages**

Contractor shall make every effort to avoid damaging any City owned property, including (roots, trunk and canopy of) City maintained trees. If damages to trees are found to be as part of Contractor negligence, Contractor shall be responsible for damages as follows:

- a) Contractor will provide full reparation to include: removal of irreparable tree and replacement with similar approved species. Contractor will perform this work themselves (at Contractor's expense) under supervision of the City's Arborist, and/or,
- b) Contractor will reimburse City for City expenses incurred in the related reparation work, consisting of but not limited to, site inspections, corrective pruning, tree removal, and tree replacement.
- c) Damages shall be graded 1 (minor) through 5 (replacement), as determined by the City, with monetary values attached.

<b>Grade</b>	<b>Description</b>	<b>Value of Damages</b>
1	Minor Damage	\$200
2	Avoidable Damage to a Major Limb or	\$400
3	Moderate Damage	\$600
4	Severe Damage, but Recovery Expected	\$800
5	Replacement	\$1,000

**Add the following paragraph to Section 17-2.03C– Grubbing:**

Tree designated for removal in the project plans or as directed by the Engineer shall be removed in its entirety along with the stump and roots greater than 1-inch in diameter to a minimum of twenty-four (24) inches below finish grade. The resultant void shall be backfilled with topsoil tamped in place conforming to these technical provisions.

**Add the following paragraph to Section 17-2.04 Payment:**

Payment for implementing tree protection measures, and limb and root pruning shall be considered as included in the contract lump sum price paid for **Clearing and Grubbing** and **Tree Protection and Root Pruning** and no additional compensation shall be allowed therefor.

The contract lump sum price paid for **“Clearing and Grubbing”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Clearing, Grubbing, tree protection, and root pruning, including, but not limited to, removal and disposal of plants, implementing tree protection measures, and limb and root pruning as shown on the plans or in conflict with the work and all other work as specified in the Standard Specifications and these Technical provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

The contract unit price paid for **“Remove Stump”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing tree, complete in place, including stump and root removal to a depth of 2 feet, hauling, recycling, disposal, topsoil backfill, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for **“Remove Tree”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in stump removal, complete in place, including limb and tree trunk removal, stump and root removal to a depth of 2 feet, hauling, recycling, disposal, topsoil backfill, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

## **19-2 ROADWAY EXCAVATION**

### **Add the following paragraphs to Section 19-2.03A Construction – General:**

The outline of the asphalt concrete to be removed full depth shall be cut in a neat line with a power-driven saw, or a grinder, to a depth of not less than 2-inches before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement, which is to remain in place, shall be repaired to a condition satisfactory to the Engineer. The damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced, shall be at the Contractor's expense and will not be measured nor paid for.

All concrete, soft or spongy, or deleterious materials, structures, and other unsuitable material encountered during the excavation operation (whether shown or not shown on the plan) shall be removed and disposed of. When the planned excavation or subgrade is made all undesirable material then encountered shall be removed and disposed of as directed by the Engineer.

The accumulation of water in excavated areas shall be prevented by means of pumping or other approved methods. At no time shall ground water or storm water be allowed to flow into sanitary sewer lines.

Excavation shall be carried to the exact depth indicated on the drawing or as specified. Should the Contractor, through his negligence or other fault, excavate below the designated lines, he shall replace such excavations with approved materials at his own expense.

The subgrade, including any base material, shall be thoroughly compacted by an approved mechanical device to not less than 95% relative compaction as determined by California Test 216 or 231.

Suitable excavated material may be used as embankment in other locations of the project.

**Replace all paragraphs in Section 19-2.04 Roadway Excavation – Payment, with the following:**

Roadway Excavation shall include excavation, backfill, and removal of material and objects within the limits of the work to be performed including, but not limited to: existing asphalt concrete pavement, AC dike, aggregate base, native soil, and unsuitable material.

Remove AC dike will be measured and paid for as Roadway Excavation.

The final pay contract price paid per cubic yard for “**Roadway Excavation**” and “**Bioretention Basin Excavation**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing roadway excavation, complete in place, including sawcutting, asphalt concrete removal, base and surfacing removal, excavation, grading, compaction, hauling, recycling, and disposing of excess material as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

Roadway excavation shall be a Final Pay Item, as described in Section 9-1.02C, “Final Pay Item Quantities” of the Standard Specifications and no adjustment of quantities will be allowed therefor.

## **20 LANDSCAPE**

**Add the following sections after Section 20-1.03A General – Construction – General, as follows:**

### 20-1.03(A)(i) Clearing

Clearing includes:

1. Removing of trash and debris
2. Removing of existing plants
3. Removing existing weeds
4. Perform clearing where described.

Remove existing plants where described. Removal of existing plants includes removing their stumps and roots 2 inches or larger in diameter to a minimum depth of 24 inches below finished grade.

### 20-1.03A(ii) After Initial Clearing

After the initial clearing work is complete, additional clearing work must be performed as often as required to maintain the areas in a neat and presentable condition. Continue the work as specified under initial clearing until Contract acceptance or the start of the plant establishment period. This work includes pulling weeds in plant basins, including basin walls by hand pulling after the plants have been planted.

**Replace Section 20-2.01A(4)c Irrigation - General – Quality Assurance - Sprinkler Coverage, Add the following section:**

**Section 20-2.01A(4)c Bubbler and In-Line Drip Tubing Coverage Check**

After installation of the bubblers and in-line drip tubing, check and adjust the entire system for proper location and coverage.

**Add the following paragraphs to Section 20-1.03B, IRRIGATION- Payment**

**20-2 IRRIGATION**

**Add the following paragraph to the end of Section 20-2.01A(1) Summary**

Irrigation work shall be in conformance with Section 20-2, "Irrigation," of the State Standard Specifications.

Bliss Avenue: Restore Irrigation System includes repairing existing irrigation systems damaged during construction or in conflict with construction to maintain a working irrigation system to remain.

Irrigation lines and heads in conflict with the work must be capped or extended outside the limit of work to closely match existing irrigated areas to remain.

Contractor shall specifically request at least two working days in advance of the following reviews prior to progressing with the work:

- a. Layout of system.
- b. Points-of-connection excavation and trenching.
- c. Trenching and pipe assembly.
- d. Operation of system.

All materials shall be new and the best quality available unless otherwise specified. All materials shall be clearly marked by manufacturer on all material, containers, or certificates of contents for inspection.

**Add to section 20-2.04B:**

You may use conductors that are not armor-clad if installed in a conduit.

**Add the following paragraphs to Section 20-2.15, IRRIGATION SYSTEM - Payment**

**BASE BID**

The contract lump sum price paid for "Irrigation System" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in 'BASE BID' irrigation system installation, including, but not limited to, furnishing and installing irrigation conduit, main lines, laterals, two wire controller cable, controllers, remote control valves w/actuators, tree bubblers for 15 gallon and existing trees, weather station, connection of existing valves to remain to new controllers, valve actuators, and all specified irrigation equipment, pressure testing, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.

The contract unit price paid for "Adjust Irrigation Valve Pull Box to Grade" shall include

full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting cover r to grade, including, but not limited to, excavation and backfill, aggregate base, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.

The contract lump sum price paid for **“Restore Irrigation System”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in restoring irrigation system at the Bliss Avenue Path (Stations 80+15 to 81+10), including, but not limited to, furnishing and installing main lines, laterals, irrigation sleeve, capping and connections to existing irrigation system to remain, and all specified irrigation equipment, pressure testing, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer and Caltrans Resident Engineer.

The contract lump sum price paid for **“Testing and Restoration of Irrigation Facilities”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preconstruction and post construction testing of all irrigation system at the Bliss Avenue Path (Stations 81+10 to 90+28, 15’ Left to 10’ Right), and repairs of damage caused by the Contractor’s operations, including, but not limited to functional testing, pressure testing, and reconstructing damaged: main lines (4-inch and 3-inch PVC recycled water lines), laterals, controller cable, controller, valves, spray heads, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer and Caltrans Resident Engineer.

#### **ADDITIVE BID ‘B’**

The contract lump sum price paid for **“Irrigation System”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in all 5 gallon vine irrigation system installation, including, but not limited to, furnishing and installing remote control valves w/actuators, laterals, vine bubblers, and all specified irrigation equipment, pressure testing, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.

#### **ADDITIVE BID ‘C’**

The contract lump sum price paid for **“Irrigation System”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in all 1 gallon shrub and groundcover irrigation system installation, including, but not limited to, furnishing and installing remote control valves w/actuators, laterals, in-line drip tubing, and all specified irrigation equipment, pressure testing, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.



**BASE BID**

The contract price paid per linear foot of “**4” Diameter Irrigation Conduit**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in irrigation conduit installation, including, but not limited to, furnishing and installing all specified trenching, conduit, backfill, paving, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.

The contract price paid per linear foot of “**6” Diameter Irrigation Conduit**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in irrigation conduit installation, including, but not limited to, furnishing and installing all specified trenching, conduit, backfill, paving, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.

The contract lump sum price paid for “**Irrigation Restoration**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in irrigation system restoration, including, but not limited to, furnishing and installing main lines, laterals, control wire, valve connections, new sprinkler heads, capping pipes, pressure testing, and all appurtenances, as specified in the Standard Specifications, these Technical provisions, and as directed by the Engineer.

**Add following sections after Section 20-3.01B(2)(a) Planting – Materials – General in the RSS:**

20-3.01B(2)(a)(i) 1 Gallon Shrub Container

Plant species and locations shown on plans.

20-3.01B(2)(a)(ii) 5 Gallon Vine Container

Plant species and locations shown on plans.

20-3.01B(2)(a)(iii) 15 Gallon Tree Container

Plant species and locations shown on plans.

**Add the following paragraphs to Section 20-3.01B(2), PLANTING- Payment**

**BASE BID**

The contract unit price paid per “**Trees, Fifteen Gallon Container Plant**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in excavation and installing Trees, including excavation, backfill, staking, mulch, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**ADDITIVE BID ‘B’**

The contract unit price paid per “**Five Gallon Vine Container Plant**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in excavation and installing Container Plants, including

excavation, backfill, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**ADDITIVE BID ‘C’**

The contract unit price paid per “**One Gallon Container Plant**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in excavation and installing Container Plants, including excavation, backfill, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**Delete Section 20-3.01B(2)(b)(ii) Planting – Materials – Cuttings – Carpobrotus and Delosperma Cuttings from the RSS in its entirety.**

**Delete Section 20-3.01B(2)(b)(iii) Planting – Materials – Cuttings – Willow Cuttings from the RSS in its entirety.**

**Delete Section 20-3.01B(2)(b)(iv) Planting – Materials – Cuttings – Cottonwood Cuttings from the RSS in its entirety.**

**Replace Section 20-3.01B(3)(a) Planting - Soil Amendments - General of the RSS with the following section:**

20-3.01B(3)(a) Composted Soil Amendment

**ADDITIVE BID ‘C’**

The following rates of Soil Preparation must be evenly spread over all planting areas and must be thoroughly scarified to an average depth of 6” by rototilling:

1. Pre-plant fertilizer (6-20-20) - Twenty (20) pounds per 1000 s.f.
2. Composted Soil Amendment - Four (4) c.y. Per 1,000 s.f.
3. Post-plant fertilizer (16-6-8)- Eight (8) pounds per 1000 s.f.

**BASE BID (TREES), ADDITIVE BID ‘B’ (VINES), and ADDITIVE BID ‘C’ (1 GALLON PLANTS)**

Thoroughly mix the following and use as backfill around the sides for all trees, shrubs and groundcover (no amendment below rootball):

1. 4/5 cubic yard      On-site soil from hole
2. 1/5 cubic yard      Composted Soil Amendment
3. 2.0 pounds          6-20-20 fertilizer

**Add the following section after Section 20-3.01B(4)(d) Planting – Fertilizers – Organic Fertilizers to the RSS:**

20-3.01B(4)(e) Organic Soil Amendment

Composted soil amendments are available at American Soil Products (WonderGrow Organic Compost), Smart Soil Products (Garden Gold Compost), or equal.

**Add the following paragraphs to Section 20-3.01B(4), SOIL PREPARATION- Payment**  
The contract price paid per square foot for “**Soil Preparation**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Soil Preparation, including compost, fertilizer, rototilling, backfill, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

Delete Section 20-3.02C(3)(d) Planting – Planting Work – Construction – Planting Plants – Cuttings, Liners, Plugs, and Seedling Plants from the RSS in its entirety.

**Add the following paragraphs to Section 20-3.02C(3)e, SOD- Payment, ADDITIVE BID ‘C’**

The contract price paid per square foot for “**Sod**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Sod installation, including fine grading, installation, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**Add the following paragraphs to Section 20-5.02B(2), WOOD HEADER- Payment ADDITIVE BID ‘C’**

The contract price paid per linear foot for “**Wood Header**” turf areas, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of Redwood or Western Red Cedar wood header, excavation, staking, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**Delete Section 20-5.03A(1)(c) Landscape Elements – Inert Ground Covers – General – General – Submittals from the RSS in its entirety.**

**Delete Section 20-5.03A(2) Landscape Elements – Inert Ground Covers – General – Materials from the RSS in its entirety.**

**Delete section 20-5.03A(3)(c) Landscape Elements – Inert Ground Covers – General – Construction – Treatment of Soil from the RSS in its entirety.**

**Add the following section after Section 20-5.04B(5) Landscape Elements – Wood Mulch – Materials – Tree Trimming Mulch, as follows:**

Section 20-5.04B(6) Wood Mulch

Landscape mulch to be ‘Golden Nuggets’ by United Forest Products, or equal, (no ‘Gorilla Hair’ mulch will be accepted), 3” depth in all planting areas.

**Add the following section after Section 20-5.03E Landscape Elements – Rock Mulch, as follows:**

Section 20-5.03E(2) Rock Mulch Materials, River Stone Mulch

Stone mulch shall be decorative aggregate with the following characteristics:

1. Color of stone shall be black and grey tones.
2. River run stone, crushed aggregate will not be allowed.
3. Aggregate shall be from igneous rock. Sedimentary rock will not be allowed.
4. Size of stone shall vary and range from 2-inch minimum to 3-inch maximum (2x3).
5. An acceptable stone is available from Lyngso Garden Materials at 345 Shoreway Road, San Carlos, CA 94070 , product is call 2 x 3 inch Black La Paz.

**Add the following new Section 20-5.03F Bioretention Soil, as follows:**

**GENERAL**

Work consists of imported bioretention soil and fine grading of bioretention basin.

1. Tests, Inspections and Submittals
  - a. The Contractor shall submit to the City Engineer at least fourteen (14) calendar days prior to installation samples of materials for approval. For standard products, also submit the supplier's certified analysis. For other materials, submit an analysis by a recognized laboratory made in accordance with the current methods established by the Association of Official Agricultural Chemists.
  - b. Verification of Material: The Contractor shall, upon demand, produce records to verify the ordering and delivery of specified quantities and types of material for this job.

**MATERIAL**

A. Bioretention Soil

1. No planting soil shall be delivered to the site without prior approval by the City Engineer. Contractor shall supply the City Engineer with a sample of planting soil accompanied by analytical data from an approved laboratory illustrating degree of compliance. Bio Retention Soil shall meet or exceed BASMAA (Bay Area Stormwater Management Agencies Association) requirements
2. American Soil Products, BIOSWALE SOIL BLEND, or equal –  
  
60% by volume- Sand Meeting ASTM C33  
40% by volume- WonderGrow Compost (OMRI Listed Organic)

Sand and compost components as they pertain to the specification are below.

A. For additional information please contact:

Giacomo Damonte

510-292-3018

giacomo@americansoil.com

Sand Component Summary – American Soil Products C33 Sand

B. Sand Component Summary – American Soil Products

C33 Sand Grain Size Analysis: See below. Carried out using ASTM D 422

Sieve Size	Percent Passing By Weight		American Soil Products C33	
	Minimum	Maximum	Sand as tested	Pass/Fail
3/8 Inch	100	100	100	PASS
No. 4	90	100	98.7	PASS
No. 8	70	100	78.7	PASS
No. 16	40	95	42.6	PASS
No. 30	15	70	22.7	PASS
No. 40	5	55	17.0	PASS
No. 100	0	15	5.2	PASS
No. 200	0	5	3.8	PASS

C. Sand meets ASTM C33 specifications

D. Compost Component Summary – American Soil Products WonderGrow Compost

1. Feedstock materials are comprised of landscape/yard trimmings, grass clippings and food scrap waste.
2. Organic Matter Content: 51.1% on a dry weight basis
3. Carbon to Nitrogen Ratio: 13.
4. Maturity/Stability: Compost is dark brown and has a soil-like odor. No recognizable grass or leaves visible.
5. CO2 Evolution 4.6 mg CO2-C/g OM/Day
6. CO2 Evolution 2.3 mg CO2-C/g TS/Day
7. Toxicity: Seed Germination 100.0% of Control
8. Nutrient Content: Detailed nutrient analysis attached a. Total Nitrogen Content: 1.9% b. Total Boron: 52 ppm c. Soluble Boron: 1.15 ppm
9. Salinity: 5.8 dS/m (mmhos/cm)
10. pH: 8.0
11. Compost Soil Texture:

Sieve Size	Percent Passing By Weight		WonderGrow Compost as tested
	Minimum	Maximum	
1 inch	99	100	100
1/2 inch	90	100	100
1/4 inch	40	90	99.1
No. 200	2	10	0.4

12. Bulk Density: 621 dry lbs/cubic yard

13. Moisture Content: 40.1%

14. Inerts, % by Weight: Plastic: <0.5%, Glass: <0.5%, Metal: <0.5%, Sharps: None Detected

15. Select Pathogens: a. Salmonella: <3 MPN/4g – Pass b. Fecal Coliform: 17 MPN/g – Pass

16. Trace Contaminants: Pass per US EPA Class A 40 CFR 503.13, tables 1 and 3.

## **EXECUTION**

- a. **Soil Moisture Content:** Do not work soil when moisture content is so great that excessive compaction will occur, or when the soil is so dry that clods will not break readily or dust will form in the air. Apply water as required to prevent the formation of an airborne dust nuisance and to provide ideal soil moisture content for tilling.

### **Add the following new Section 20-5.03G Payment, as follows:**

The contract price paid per cubic yard for "Bioretention Soil" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placing bioretention soil complete in place, including fine grading, and weed control as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

Cubic yardage measurement shall be based on in-place dimensions as shown on the plans and not load certificates.

### **Add the following paragraphs to Section 20-5.03B(5), WOOD MULCH- Payment**

The contract price paid per cubic yard for "Wood Mulch" at newly graded areas, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of the mulch at a three-inch depth (unless shown otherwise), including spreading, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

### **Add the following paragraphs to Section 20-5.03E, RIVER STONE MULCH- Payment**

The contract price paid per cubic yard foot for three-inch depth "River Stone Mulch" at basin of the bio-retention, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of the river stone mulch, including spreading, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

### **Delete Section 20-5.03D(1)(d) Quality Assurance in its entirety.**

### **Replace number 1. of Section 20-5.03D(2)(a) General, and add the numbers 4, 5 and 6 below:**

1. Decomposed granite color shall be tan or sand beige. Submit sample to the City Engineer for approval of color and texture.
4. Decomposed granite rock aggregates shall consist of quarry waste or other approved materials free of adobe, vegetable matter, loam, and other deleterious substances, be of such quality as to compact thoroughly to form a firm walking surface with minimum of dusting or scuffing.
5. Base material shall be aggregate base compacted to 95%.
6. Slope surface to drain.
7. Solidifying Emulsion shall comply with Section 20-5.03D(2)b.

**Replace Section 20-5.03D(4) Payment with the following:**

The contract price paid per cubic yard for “**Decomposed Granite**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing decomposed granite mulch, including fine grading, spreading and compacting, solidifying emulsion, and other incidental work, as specified in the Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**Add the following section after Section 20-5.04B(5) Landscape Elements – Wood Mulch – Materials – Tree Trimming Mulch, as follows:**

Section 20-5.04B(6) Wood Mulch

Landscape mulch to be ‘Golden Nuggets’ by United Forest Products, or equal, (no ‘Gorilla Hair’ mulch will be accepted), 3” depth in all planting areas.

**ADDITIVE BID ‘C’**

**Add the following paragraphs to Section 20-5.04B(5), WOOD MULCH- Payment**

The contract price paid per cubic yard for “**Wood Mulch**” at all remaining non turf planting areas, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of the mulch, including spreading, cleanup and other incidental work, as specified in the State Standard Specifications and these Technical provisions, as shown on the plans and as directed by the Engineer.

**Replace Section 20-5.05B Materials with the following:**

Bus Shelter shall be furnished and installed by the contractor. Contractor shall provide cutsheets and shop drawings for City review and approval prior to ordering. Install per manufacturer’s details and specifications.

Structural Excavation and Backfill shall comply with Section 19-3.

Reinforced concrete shall comply with Section 51.

Reinforcement shall comply with Section 52.

Embeds and steel fasteners shall comply with Section 75 and as shown on the plans.

Subgrade Preparation shall comply with Section 73-1.03B.

Bus Shelter shall be one of the following or approved equivalent:

1. Brasco International  
Contact: Jenni Evans  
303.393.0393  
[www.brasco.com](http://www.brasco.com)  
12’ long x 6’ wide Brasco International Custom ‘Aspen’ Transit Shelter with 2’ wing walls, woodgrain aluminum slats, 10mm twinwall roof & safety light.  
Material: Aluminum  
Finish: Powder coat color with Anti-graffiti coating

Color: Woodgrain Slats – Walnut, Frame – Grey  
Aluminum (RAL 9007), Twinwall Roof – Opal

2. Landscape Forms

Contact: Rebecca Casey  
888.422.3624

[www.landscapeforms.com](http://www.landscapeforms.com)

12' long x 4' wide Landscape Forms 'Connect – Metro 40' Transit Shelter w/2' wing walls and optional LED solar Lighting

Material: Aluminum

Finish: Powder coat color with Anti-graffiti coating

Color: Metal Components – Stormcloud; Walls and Roof Tempered Glass

3. Modern Design & Site Furnishings

609.498.7302

[www.mdsfco.com](http://www.mdsfco.com)

9'-4" long x 6'-1" wide 'Aureo' Transit Shelter and optional LED solar lighting

Material: Steel

Finish: Powder coat color with Anti-graffiti coating

Color: Metal Components – Silver; back wall – Ipe and Sides and Roof - Polycarbonate

4. Approved Equivalent

**Replace Section 20-5.05C Construction with the following:**

Bus Shelter foundation shall comply with the manufacture's requirements and as shown on the plans.

**Replace Section 20-5.05D Payment with the following:**

The contract lump sum price paid for "Bus Shelter and Foundation" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing bus shelter and foundation, including structural excavation and backfill, subgrade preparation, concrete and reinforcement, including embedded anchors, bus shelter structure, clean up the jobsite, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

**21-2 EROSION CONTROL WORK**

**Replace section 21-2.02K with:**

**21-2.02K Compost**

Compost must be derived from one or a combination of the following types of materials:

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste



Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.

Process compost materials under 14 CA Code of Regs § 17868.3.

The particle size must comply with the requirements shown in the following table:

### Compost Gradation

Quality characteristic	Test method <sup>a</sup>	Requirement	
		Min	Max
Gradation Fine:(dry weight % passing)	TMECC 02.02-B	100	--
1-inch sieve		95	--
3/8-inch sieve			
Gradation Medium:(dry weight % passing)	TMECC 02.02-B	95	--
2-inch sieve		40	55
3/8-inch sieve			
Gradation Coarse:(dry weight % passing)	TMECC 02.02-B	95	--
3-inch sieve		25	35
3/8-inch sieve			

<sup>a</sup> TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

### Compost

Quality characteristic	Test method <sup>a</sup>	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6.0–8.0	6.0-8.0
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0-10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25-60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30-100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO <sub>2</sub> -C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1	Combined total: < 0.1

<sup>a</sup> TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

## DIVISION V SURFACINGS AND PAVEMENTS

### 26 AGGREGATE BASES

#### **Add the following paragraphs to Section 26-1.04 PAYMENT:**

The contract price paid per cubic yard for “**Class 2 Aggregate Base**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved aggregate base, including filter fabric, spreading, hauling, and compaction, complete in place, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

### 37-3 SLURRY SEALS AND MICRO-SURFACINGS

#### **Add the following paragraphs to Section 39-3.02a(1) - Summary**

See “Clearing and Grubbing” and “Temporary Pavement Delineation”: sections of these technical provisions.

#### **Replace paragraph in Section 37-3.02B(1) - General, with the following.**

- A. The aggregate for slurry seal shall be Type II.
- B. Polymer modified asphaltic emulsion shall be a quick setting Grade 1 asphaltic emulsions (QS) type.

#### **Replace paragraph in Section 37-3.02C(1) - General, with the following.**

##### **37-3.02C(1)(a) Weather Conditions**

- A. The slurry seal shall not be placed if either the pavement or the air temperature is below 55 degrees F and falling, but may be applied when both the air and pavement temperature is 45 degrees F or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.
- B. In the event that a scheduled street should become wet due to rain, fog, a water main break, or any other reason, the street shall be re-scheduled for construction no sooner than 2 days from the date of the incident. “No Parking” signs must be re-posted with the minimum 48-hour advance warning.

##### **37-3.02C(1)(b) Notifications**

- A. At least 48 hours prior to the beginning of slurry seal operations, the Contractor shall notify all residents, businesses, and agencies by an approved, written notice detailing streets and limits of work to be done and the hours of work. The Contractor shall, prior to the beginning of slurry seal operations, post streets that are to be worked upon with approved “No Parking - Tow Away” signs at 100-foot intervals. These signs shall state the day of the week and the hours of no parking.

### **37-3.02C(1)(c) Working Hour Restrictions and Road Closures**

- A. No street shall be closed to traffic before 8:00 a.m. or after 5:00 p.m. The Contractor shall not commence with the application of slurry before 8:30 a.m. and the streets shall be sufficiently cured by 4:00 p.m. to be open to traffic by 4:30 p.m.
- B. The streets to be sealed shall be closed from the time the application begins until the Engineer determines the mixture has achieved sufficient set to be opened to traffic. If, in the opinion of the Engineer, the slurry seal has not adequately cured after application to allow traffic thereon, the Engineer may require the Contractor to spread sufficient sand or rock dust on the affected area at no additional cost to the City.
- C. The Engineer shall have the authority to limit slurry application to terminate at 2:00 p.m. or earlier if in his opinion the slurry seal will not adequately cure by 4:30 p.m.
- D. At locations where public traffic is being routed over a surface upon which a slurry seal is to be applied, the slurry seal shall not be applied to more than one-half the width of the traveled way at a time, and the remaining width shall be kept free of obstruction and open for use by public traffic until the slurry seal is ready for use by traffic. Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments), shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal, or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.
- E. Attention is directed to Section 12, "Temporary Traffic Control" of these technical provisions and Sections 12-6 "Temporary Pavement Delineation" and 12-7 "Temporary Pavement Delineation for Seal Coats"
- F. Lane lines shall be provided at all times on traveled ways open to public traffic where there are existing lane lines.
- G. Place a W8-7, (LOOSE GRAVEL) sign at 2,000-foot maximum intervals along the outside edge of the traveled way nearest to the lane worked on, at public roads or streets entering the seal coat area. Place the 1st W8-7 sign where the screenings start with respect to the direction of travel on that lane.
- H. Maintain signs in place at each location until the final brooming of the seal coat surface for that location is complete. Signs may be set on temporary portable supports.

### **37-3.02C(1)(d) Sweeping and Surface Preparation**

- A. Before obliterating any thermoplastic or painted pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.
- B. All thermoplastic road markings shall be removed prior to placing slurry seal. Paint markings do not require removal or protection. Removal shall not occur any sooner than 2 days prior to the day that chip sealing is to be performed.
- C. Special care shall be taken to thoroughly clean the pavement surface before the slurry seal application. See Section D.1050 "Clearing and Grubbing" of these technical provisions for vegetation removal requirements. The Contractor shall be responsible for sweeping the street until sufficiently cleaned to the satisfaction of the Engineer. This shall involve a minimum of three (3) complete street-width passes using a power rear-broom street sweeper (Mobile or equivalent). Streets shall be swept from face of curb to face of curb. Pavement missed by, or inaccessible to broom sweepers shall be swept clean by other approved methods. Contractor shall provide whatever cleaning methods necessary to remove all dirt, vegetation and loose material from the pavement, around manhole covers, valve covers, and at the lip of gutter.

### **37-3.02C(1)(e) Protection of Existing Facilities**

- A. Prior to applying slurry seal, the Contractor shall cover all manholes, valve and monument covers, grates, thermoplastic pavement delineation and markings, pavement markers, and other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the slurry seal has been placed. After completion of the slurry seal operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer.

### **37-3.02C(1)(f) Weightmaster Certificates**

- A. The Contractor shall supply the Engineer with certified weight tags for all aggregate delivered to the job during the course of each day and shall also present certified weight tags for the amount of such materials remaining

unused at the completion of the work. Certificates shall be presented to the Engineer at the time of delivery. Compensation for compliance with this subsection shall be considered included in the unit prices bid for slurry; no additional compensation will be allowed.

- B. Aggregate so certified as being delivered to the project shall only be used in the slurry mixture and shall only be used on this project. **No outside work shall be performed utilizing materials from the stockpiles delivered as part of this Contract.**

### **37-3.02C(1)(g) Application of Slurry Seal**

- A. Immediately ahead of the mixer, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog type spray bar that will completely fog the surface of the pavement. The rate of spray application shall be as approved by the Engineer.
- B. Roofing paper or a comparable substitute shall be used at all ends of slurry seal limits to provide for clean, neat, and straight definition of the end of the slurry seal surfacing.
- C. Slurry mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.
- D. The slurry seal mixture shall be applied to slightly overlap the lip of gutter; this overlap is not to exceed beyond two inches (2") from the lip of gutter toward the face of curb. On streets that have no concrete gutter, the slurry seal shall extend to the face of curb. Any application or spillage beyond this two-inch limit shall be removed or cleaned up by the Contractor to the satisfaction of the Engineer. Gutter spills shall be cleaned immediately.
- E. Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.
- F. Evidence of solidification of the asphalt, balling or lumping of the aggregates or the presence of uncoated aggregates shall be cause for rejection of the slurry.

### **37-3.02C(1)(h) Joints**

- A. Longitudinal joints shall be at the crown of the street or at the edge of existing travel lanes. Other patterns of longitudinal joints may be permitted, as determined and approved by the Engineer if such patterns will not adversely affect the quality of the finished product.

- B. Through traffic lanes shall be spread in full lane width units only. Longitudinal joints, common to two traffic lanes, shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at transverse joints, over previously placed slurry seal, or, other suitable methods shall be used to avoid double placement of slurry seal. Hand squeegees and other hand equipment shall be provided to remove spillage and spread slurry in areas inaccessible to the spreader box. The Contractor shall apply slurry in such a manner that no ridges, bumps or excessive buildup of material occur.
- C. The seal coat shall be applied in such a manner that the joint between the new and existing surface is neat and uniform in appearance true to the line shown on the typical cross section and established by the Engineer. Roofing paper or a comparable substitute shall be used at all ends of slurry seal limits to provide for a clean, neat, and straight definition of the end of the slurry.

### **37-3.02C(1)(i) Repair and Acceptance of the Work**

- A. In the event that the applied slurry seal surface violates the contract specifications or has the following conditions: tire or wheel tracks, longitudinal or transverse ridges, surface blemishes, washboarding, footprints, excessively rough sand blotter locations, lack of uniformity in color, or other undesired markings; the Contractor shall, at the direction of the Engineer and at no additional cost to the Town, repair and reseal those locations where the conditions exists. The method of treatment shall be approved by the Engineer.
- B. Spillage from hauling operations deposited along and across public streets and sidewalks shall be immediately removed by the Contractor at his expense. Should the Town have to clean, maintain or remove spillage along these streets, the actual costs of this operation shall be deducted from progress payments and final payment.

### **37-3.02C(1)(j) Rolling**

- A. Rolling shall be required utilizing a 6-7 ton pneumatic roller with a tire pressure of 50 psi. Water spray shall not be utilized. Rolling shall occur before the roadway is opened for traffic, however, it should not commence until the slurry has cured enough to where it is not picked up by the roller. The surface area to be rolled shall be subjected to a minimum of five (5) complete passes, performed at a slow speed.

### **37-3.02C(1)(k) Final Clean up and Sweeping**

- A. The Contractor shall exercise care to prevent slurry from being deposited on other asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no cost to the City. The method of slurry removal shall be approved by the Engineer or his authorized representative.

- B. The Contractor shall schedule a final street sweeping of all slurry sealed streets so sooner than 10 working days after application, yet no later than 21 days.

### **37-3.02C(1)(I) Striping To Occur After Slurry Has Cured**

- A. Permanent traffic stripes, pavement markings and pavement markers shall be installed on or between the eighth (8th) and thirteenth (13th) calendar day following the day of slurry sealing to allow for the slurry seal to cure. During this time the Contractor shall be responsible for implementing and maintaining temporary delineation.

### **Replace paragraph in Section 37-3.02D Payment, with the following:**

The contract price paid per square yard for “**Slurry Seal (Type II)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal complete in place, including signs for public safety, temporary pavement delineation, covering street facilities, cleaning the surface and protecting the slurry seal until it has set, rolling, and sweeping, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

## **39-2 HOT MIX ASPHALT**

### **Replace section 39-2.01C(3)(c) with:**

#### **39-2.01C(3)(c) Prime Coat**

Apply a slow-setting asphaltic emulsion as a prime coat to Aggregate Base (AB) areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized. Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

### **Add the following paragraphs to Section 39-2.02S(1) Type A Hot Mix Asphalt - Summary**

This work includes producing and placing Type A Hot Mix Asphalt (HMA) construction complying with Sections 39-2.01, and 39-2.02 of the Standard Specifications and these technical provisions.

#### **MATERIALS.**

- A. **Asphalt Pavement** – Type A Hot Mix Asphalt.
- B. **Asphalt Binder** - The grade of asphalt binder mixed with aggregate for Type A Hot Mix Asphalt shall be 64-10.
- C. **Aggregate** - The aggregate for Type A Hot Mix Asphalt must comply with the 1/2 inch maximum-medium grading, as specified on the plans and in these technical provisions.
- D. **Liquid Asphalt Prime Coat** - Liquid asphalt for prime coat must be Grade SC-70.

- E. **Asphaltic Emulsion (Paint Binder/Tack Coat)** - Asphaltic Emulsion (Paint Binder) shall be slow setting Grade SS1. At joints between concrete pavement and HMA, apply tack coat between the concrete pavement and HMA and in accordance with Section 39-2.01C(3)(f) "Tack Coat."
- F. **Compaction** – A minimum of 95% of maximum density.

**Add the following paragraphs to Section 39-2.02A(4)(e) Department Acceptance**

Contractor must perform their own density testing with a certified testing consultant. Testing shall include nuclear gauge density, California Test 375, a minimum of 3 tests per 250 tons or 3 per paving day, whichever is greater to ensure compliance with the contract documents. Results must be submitted to the City within 5 business days of the test.

The City may elect to collect pavement cores to verify the pavement compaction per Section 39-2.01A(3)(l) Data Cores. Data cores, if collected, shall take precedence over California Test 375.

**Add the following paragraphs to Section 39-2.02C Construction:**

Prior to paving, apply liquid asphalt prime coat to aggregate base. Apply at least 0.20 gal of prime coat per square yard. Do not apply more prime coat than can be absorbed completely by the aggregate base in 24 hours. Before paving, prime coat must cure for 48 hours. Close traffic to areas receiving prime coat. Do not track prime coat onto pavement surfaces beyond the job site.

The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depression, irregularities, or segregated material.

Public traffic shall be permitted the use of the street area providing that such traffic does not interfere with the continuity of the paving operations. When street operations are suspended, all equipment shall be removed from portions of the streets that are to be used by the public traffic. Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to crosswalk shall be feathered to provide a smooth pathway for foot traffic. The pavement shall be protected from traffic until thoroughly cooled and set.

All rollers shall be equipped with pads and water systems that prevent sticking of asphalt mixtures to the steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels.

The finished surface of all HMA shall be placed with the final lift of HMA.

The finished surface shall be cat-tracked within 24 hours of completion of paving work. Final striping shall be applied after one week and within 12 days of completion of paving work.

**Replace all paragraphs in Section 39-2.02D Type A Hot Mix Asphalt – Payment, with the following.**

Tonnage paid will be based on weight certificates received. The Contractor shall not be paid for asphalt thickness above that which is specified. Weight certificates must be



furnished to the City before each load. Tonnage for asphalt rejected or unincorporated will be deducted from the net tonnage accordingly.

The contract price paid per ton for “**Type A Hot Mix Asphalt**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in placing hot mix asphalt, complete in place, including compaction of subgrade and base surfacing, aggregate base, tack coat, asphaltic emulsion (Paint Binder), liquid asphalt prime coat, Type A HMA, all joints and sawcutting, conform tapers, working around existing utility covers, backfill, testing, and cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

## **DIVISION VI STRUCTURES**

### **49-3 CAST-IN-PLACE CONCRETE PILING**

#### **Add the following paragraphs to Section 49-3.02A(1) Cast-in-Drilled Hole Concrete Piling – Summary**

Cast-in-Drilled Hole (CIDH) Concrete Piles as shown on the plans shall include structural steel shapes connecting the precast security wall and the CIDH piles. Steel shapes shall be constructed plumb.

Structural steel shapes/supports shall comply with Section 55 and as shown on the plans.

#### **Add the following paragraphs to Section 49-3.02D Cast-in-Drilled Hole Concrete Piling – Payment**

Full compensation for furnishing all reinforcement in concrete piles as shown on the plans, shall be considered as included in the contract price paid per linear foot for cast-in-drilled-hole concrete piling, and no additional compensation will be allowed therefor.

The final pay contract price paid per linear foot for “**16” Cast-In-Drilled Hole Pile (Security Wall)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, structural steel shape, complete in place, to the required penetration, as shown on the plans, as specified in these Technical provisions, and as directed by the Engineer.

Payment for structural steel section connecting the precast security wall and CIDH pile is included in the 16”Cast-in-Drilled Hole Pile (Security Wall) and no separate payment will be made therefor.

### **51-4 PRECAST CONCRETE MEMBERS**

#### **Add the following paragraphs to Section 51-4.01A Precast Concrete Members – Summary**

Precast Security Wall shall be casted as one piece, combining the column and the panel into a single unit. The precast wall shall be installed and keyed in a structural steel shape/support that is embedded in the CIDH piles. The space between the precast wall and the steel shape/support will be grouted after erection of precast security wall.

When the precast security wall is retaining soil on one side, weep holes and pervious backfill materials shall be provided as shown on the plans.

Pervious backfill shall comply with Section 19-3.02D.

Earthwork, including structural excavation and structural backfill, shall comply with Section

17 and these Technical provisions.

The CIDH piles shall comply with Section 49-3 and as shown on the plans.

Structural steel shapes/supports shall comply with Section 55.

Steel fence connecting the security wall and existing fence shall comply with Section 80 and these Technical provisions.

**Add the following paragraphs to Section 51-4.01C(1) Submittals – General**

Submit a certificate of compliance signed by the manufacturer's QC representative for each precast security wall shipment.

The contractor has the option to submit an alternative precast security wall design, including the CIDH piles, providing that the design criteria, loadings, foundation and soils design recommendations as shown on the plans are used. The cost for the alternative design will be bore by the contractor.

The length of precast security wall unit as shown on the plans may be adjusted to suit the contractor's construction means and methods. The characteristic of the security wall shall be maintained.

**Add the following paragraphs to Section 51-4.01C(2)(a) Shop Drawings – General:**

For precast security wall, submit shop drawings and calculations when the contractor is using an alternative design other than that shown on the plans. Shop drawings and calculations must be sealed and signed by a civil engineer or structural engineer who is registered in the State of California.

For security wall unit constructed using wall and pile details as shown on contract plans, only shop drawings are required to submit for review.

Allow 15 days for Engineer's review.

**Add Section 51-4.01C(2)(f) Shop Drawings – Security Wall:**

Submit 2 copies of shop drawings and calculations as required for security wall. Include in the submittal:

1. Wall layout
2. Materials
3. Wall panel dimensions, including length and height of wall unit
4. Wall Connection Details, including connection to CIDH pile
5. Reinforcing steel layout
6. Location of lifting devices
7. Erection and Lifting Method
8. Manufacturer's certificate

**Add the following paragraphs to Section 51-4.02B Materials – Delivery, Storage, and Handling:**

The security wall panels shall be handled vertically at all time. The panels shall have

markings showing date of production and panel numbers. Blockings and lateral supports shall be provided to prevent tipping and breakage during transport and storage. Damaged panels shall be repaired or replaced by the contractor at contractor's own cost.

**Add Section 51-4.02D(9) Fabricating Precast Concrete Members – Security Wall:**

The combined column and panel unit shall be fitted with tongue and groove interface as shown on the plans or similar details. Adequate construction tolerances shall be provided at the tongue and groove interface to suit the locations of the CIDH piles.

Embeds shall include reinforcing steel, lifting inserts and other cast-in items per approved shop drawings, including inserts and expansion anchors required to connect the steel fence between the existing fencing and the end column of security wall.

Cure precast units to develop concrete quality, and to minimize appearance blemishes including non-uniformity, staining, or surface cracking.

**Add Section 51-4.03I Construction – Security Wall**

Prior to construction of CIDH piles, the contractor shall determine and mark all above ground and underground utilities that are in conflicts with the CIDH piles. The location of the CIDH pile shall be relocated to avoid all above ground and existing underground utilities. The locations of the completed CIDH piles shall be surveyed and the information send to the precast manufacturer so that the panel dimensions can be adjusted to suit the actual field condition.

The existing ground shall be excavated to the correct bottom of the wall elevation as shown on the plans prior to the installation of precast wall. Precast wall shall be set on CIDH piles with steel shape/support located inside the column. Blockings shall be provided as required to level the wall.

Install the combined column panel units per manufacturer's recommendations without damaging the precast security wall panels. The wall panels shall be erected plumb, and the wall panels shall be aligned to maintain uniform horizontal and vertical joints as erection progresses. Minor repairs are acceptable if approve by the City.

Provide weep holes and pervious materials when the bottom of the security wall is retaining soil as shown on the plans. Weep holes may be cored on site with maximum spacing between weep holes as shown on the plans. Backfill the trench with structural backfill to the finish grade as shown on the plans.

The voids between the columns and the steel shapes/supports shall be grouted after the wall erection is completed.

Precast cap units may be added as requested by the City.

**Add the following paragraphs to Section 51-4.04 – Payment:**

The contract price paid per linear foot of **"Furnish and Erect Security Wall"** for various type of wall shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Furnish and Erect Security Wall,

including but not limited to, wall fabrication, storage, transporting and setting walls on CIDH piles, grouting voids between steel shapes/supports and columns, excavation and backfill, providing weep holes and pervious materials behind the wall as required, as shown on the plans and all other work as specified in the Standard Specifications and these Technical provisions and as directed by the Engineer.

Payment for structural steel shape/support connecting the precast wall and CIDH pile, including grouting the void between the column and the steel shape/support is included in the Furnish and Erect Security Wall and no separate payment will be made therefor.

Payment for structural excavation and structural backfill, as required for security wall construction, is included in the Furnish and Erect Security Wall and no separate payment will be made therefor.

## **DIVISION VII DRAINAGE FACILITIES**

### **61-3 ALTERNATIVE CULVERTS**

**Replace paragraphs in Section 61-3.01 GENERAL with the following paragraphs:**

The Contractor shall be responsible for verifying the actual horizontal and vertical location of the existing utilities within the proposed alignment of the storm drain. The Contractor shall be cognizant of the existing utility lines in the proximity of the work area and take precautions, as necessary, to not disturb these facilities. The Contractor shall notify Underground Service Alert at (800) 227-2600 prior to excavation. The Contractor's attention is directed to the section entitled "Obstructions" of these technical provisions.

Where the clear distance between an existing utility and the storm drain is less than 6 inches, a minimum of 1-1/2-inches of foam wrap shall be placed around the existing utility.

Trench restoration shall comply with County of Contra Costa Public Works Department Standard plan CD01 "Storm Drain Trench Details" including shallow trench backfill details for pipe cover and standard trench backfill details.

Reinforced concrete cap shall be constructed at locations with cover less than 1.2'. Concrete Cap shall be installed in conformance with the plans, and these technical provisions, as directed by the Engineer.

**Replace the first paragraph in Section 64-2.02A General with the following paragraphs:**

High density polyethylene pipe must be Type S corrugated polyethylene pipe. PVC must be PVC (SDR 26) pipe. Fittings shall be the same material as pipe molded or formed to suit pipe sizes and end design.

Plastic Pipe shall be furnished and installed at the locations shown on the plans, as specified in these technical provisions, and as directed by the Engineer.

**Add the following paragraphs to Section 61-3.04 ALTERNATIVE CULVERTS –**

**Payment**

The contract price paid per linear foot for plastic pipes of the various types and sizes shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to install the pipe complete in place, including potholing, sawcutting, excavation, Class 2 Aggregate Base or Concrete backfill, reinforcing steel, placing pipe bedding, couplings, fittings, connection to existing and new structures, Type A HMA, and temporary HMA paving, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract price paid per linear foot for "**Concrete Cap**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to install the concrete cap over the existing pipe complete in place, including potholing, sawcutting, excavation, backfill, minor concrete cap, reinforcing, and temporary HMA paving as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

## 68-2 UNDERDRAINS

### **Replace Section 68-2.02D Perforated Plastic Pipe with the following paragraphs:**

Perforated plastic pipe must be smooth-wall PVC plastic pipe.

Smooth-wall PVC plastic pipe must comply with AASHTO M 278.

Pipe must have perforations located in the bottom half of the pipe; the perforations must be slots complying with the size and opening area requirements in AASHTO M 252. Inside diameter and diameter tolerances must comply with AASHTO M 252 or M 278.

Fittings: Same material as pipe molded or formed to suit pipe sizes and end design, in required wyes, bends, elbows, cleanouts, reducers and other configurations required. PVC plastic pipe must be connected with belled ends, or with sleeve-type or stop-type couplings under AASHTO M 278.

The Contractor shall be responsible for verifying the actual horizontal and vertical location of the existing utilities within the proposed alignment of the storm drain. The Contractor shall be cognizant of the existing utility lines in the proximity of the work area and take precautions, as necessary, to not disturb these facilities. The Contractor shall notify Underground Service Alert at (800) 227-2600 prior to excavation. The Contractor's attention is directed to the section entitled "Obstructions" of these technical provisions.

Where the clear distance between an existing utility and the storm drain is less than 6 inches, a minimum of 1-1/2-inches of foam wrap shall be placed around the existing utility. A foam pad of up to 6-inches in thickness may be placed between facilities as directed by the Engineer.

### **Add the following paragraphs to the end of Section 68-2.02F(3) Class 2 Permeable Material:**

Permeable material must consist of hard, durable, clean sand, gravel, or crushed stone and must be free from organic material, clay balls, or other deleterious substances.

Permeable material must have a durability index of not less than 40.

Place permeable material in horizontal layers. Thoroughly consolidate permeable material along with and by the same methods specified for structure backfill in section 19-3 of the Standard Specifications. Ponding and jetting of permeable material adjacent to permeable material is not allowed.

### **Replace the paragraphs in Section 68-3.04 PAYMENT with the following:**

The contract price paid per cubic yard for "Class 2 Permeable Material" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing Class 2 Permeable Material, complete in place, including hauling, placement, cleanup, and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract price paid per linear foot for “**4” PVC Pipe (Perforated and Solid)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to install the pipe complete in place, including potholing, sawcutting, excavation, backfill, placing pipe bedding, couplings, fittings, connection to existing and new structures, and temporary paving as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

**Replace the paragraph in Section 68-4.02A General with the following:**

Cleanout frame and cover shall be cast iron and shall be furnished and installed as shown on the project plans, as specified in these technical provisions, and as directed by the Engineer.

**Replace the paragraphs in Section 68-4.04 PAYMENT with the following:**

The contract unit price paid for “**Storm Drain Cleanout**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to install the edge drain cleanout complete in place, including materials, labor, excavation, and backfill, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

## **70 MISCELLANEOUS DRAINAGE FACILITIES**

**Add the following paragraphs to 70-1.01 GENERAL**

Drainage inlets shall conform to the provisions of Section 51, “Concrete Structures”, and Section 75, “Miscellaneous Metal”, of the Standard Specifications and these technical provisions. Drainage inlets shall be furnished and installed as shown on the plans, as specified in these technical provisions, in conformance with Type G1, Type G1 modified and G3, Caltrans Standard Plan D72B, D73B, D73C and as shown on the plans.

Drainage inlet markers “No Dumping Drains to Waterway” shall be installed to drainage inlets in accordance with Caltrans Standard Plan D71.

At least 72 hours in advance of picking up the materials, notify the Engineer of the time and day the materials will be picked up.

Drainage inlet grates and frames shall be galvanized after fabrication in conformance with Section 75-1.02B of the Standard Specifications. Do not use materials imperfectly galvanized or coated with serious abrasions.

Steel grates shall be capable of supporting H-20 loading, shall be bicycle safe or ADA accessible (where shown), and shall conform to the Caltrans Standard Plan D77A and D77B.

**Trash Capture Device**

Trash Filter installations in drainage inlets, at locations shown on the plans, shall be the REM TRITON Top Hat Series (TH) Top-Hat Cartridge System, in new and existing drainage inlets at locations shown on the plans, in accordance with the manufacturer’s instructions and as directed by the Engineer. Filter devices may be purchased from Revel Environmental Manufacturing Inc. (REM), 960B, Detroit Avenue, Concord, CA 94510;



Phone: (925) 676-4736. Trash filter shall be installed in accordance with the manufacturer's directions. The Contractor shall be responsible for measuring each drainage inlet and coordinating correct sizing with the filter manufacturer and/or supplier.

**Grated Line Drain**

Grated Line drain shall conform to Caltrans Standard plans D98H, D98I, and as shown on the plans.

**Storm Drain Manhole (Shallow)**

Storm Drain manhole shall conform to details shown on the plans. Storm drain manhole frame and cover shall conform to County of Contra Costa Public Works Department "Precast Manhole Type I Base, Frame and Cover" Detail CD30, as shown on the project plans, and as directed by the Engineer. Storm drain manhole shall be marked "STORM DRAIN".

**Replace the existing paragraphs in Section 70-1.04 PAYMENT, with the following:**

The contract unit price paid for "**Drainage Inlet (Type G1)**," "**Drainage Inlet (Type G1 Modified)**," "**Drainage Inlet (Type G3)**," "**Drainage Inlet (Type OS)**," "**Field Inlet (2' Square)**," and "**Storm Drain Manhole (Shallow)**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in constructing the outlets, inlets, and catch basin complete in place, including excavation, backfill, forming, gutter warping, furnishing and placing all bar reinforcement steel and miscellaneous iron and steel (metal frames, hasps, hinges, and covers), pipe connections, traffic rated grates, lid or grates, portland cement concrete, and Type A hot mix asphalt, as shown on the plans, and as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for "**Trash Capture Device**" shall include full compensation for furnishing and installing storm drain inlet trash filter, as shown on the plans, and for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all of the work involved in constructing the drainage inlet trash filter insert including, as shown on the Plans, per the manufacturer's instructions, as specified in the Standard Specification and these Technical Provisions, and as directed by the Engineer.

The contract price per linear foot for "**Grated Line Drain**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in constructing the outlets, inlets, and catch basin complete in place, including excavation, backfill, forming, gutter warping, furnishing and placing all bar reinforcement steel and miscellaneous iron and steel (metal frames, grates, and appurtenances), pipe connections, connections to drainage structures, traffic rated grates, furnishing precast grated sections and accessories, portland cement concrete, and Type A hot mix asphalt, as shown on the plans, and as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

**71 EXISTING DRAINAGE FACILITIES**

**Add the following paragraphs to Section 71-2.02 MATERIALS:** Locations where new

storm drain facilities are not being installed in the same location, the resultant void shall be backfilled with clean backfill, free of organics and deleterious material, and compacted to 95% relative compaction. In sidewalk, curb and gutter, and roadway location, the existing structural section must be installed in accordance with these technical provisions and the standard specifications.

**Add the following paragraphs to Section 71-2.04 REMOVE DRAINAGE FACILITIES – Payment**

The contract price paid per linear foot for “**Remove 12” Storm Drain Culvert and Concrete Cap**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing irregularly shaped and concrete cap, complete in place, including excavation, demolition and removal of concrete, steel culvert removal, backfill with aggregate base, hauling, recycling, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract price paid per linear foot for “**Remove Perforated Pipe**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing SD pipe, complete in place, including excavation, backfill with aggregate base, demolition and removal of concrete, hauling, recycling, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for “**Remove Drainage Inlet**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing drainage facilities, complete in place, including excavation, backfill with aggregate base, demolition and removal of concrete, hauling, recycling, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

**Replace Section 71-4.01B Materials with:**

Rock mulch related to “Modify Bioretention Basin” shall be Rock Slope Protection Class I in accordance with Section 72 Slope Protection of the Standard Specifications. Salvaged rock from the site shall be reused in the work and supplemented with matching virgin material.

Seed used in “Modify Bioretention Basin” shall be Pacific Coast Seed or equal, Native Ornamental Bioswale Mix at an application rate of 45 pounds per acre, with 8 pounds per acre California Native Wildflower mix.

Recycled Arbor Mulch related to “Modify Bioretention Basin” shall be derived from chipped trees identified for removal and shall be installed in a 3-inch thick layer on exposed soil areas outside of the bioretention basin. If additional mulch is needed it shall conform to the following:

1. Shall be made from organic materials including tree trimmings, clean (unpainted and untreated) wood, or wood and plant trimmings.

2. Shall be free of physical contamination with zero visible contamination at time of final walk-through. If contamination is present when mulch is delivered, Contractor shall reject load or remove contamination.
3. Shall not include forest industry products or byproducts such as redwood bark, peat moss, redwood “gorilla hair”, recycled tires, and any inorganic materials.
4. May be generated from feedstock and materials sourced within 100-miles or produced at a facility within 100-miles of the jobsite.
5. May be procured from the following suppliers:
  - a. Sonoma Compost (Vineyard mulch)
  - b. Greenwaste Recycle Yard (Treeincarnation premium mulch or mixed and aged mulch)

**Replace paragraph to Section 71-4.01C Construction with:**

Existing catch basin top and grate shall be removed and disposed of in conformance with Section 10-15, “Existing Facilities,” of these Technical provisions.

Storm drain manhole frame and cover shall conform to County of Contra Costa Public Works Department “Precast Manhole Type I Base, Frame and Cover” Detail CD30, as shown on the project plans, and as directed by the Engineer. Storm drain manhole shall be marked “STORM DRAIN”.

Top slab shall be precast (approximately 4-ft by 4-ft and 9-inches). Contractor shall verify dimensions of existing drainage inlet prior to ordering precast top slab.

Rebar dowels shall conform to Section 52, “Reinforcement,” of the Standard Specifications. Epoxy for dowels shall be Simpson Set-XP or an Engineer-approved equivalent.

Concrete joint seal shall be used between new and existing concrete. Joint seal shall be pre-formed, self-sealing, non-shrink, and appropriate for use with drainage structures. Joint seal shall meet the requirements of ASTM C-990.

**Blind Connection**

A blind connection to an existing storm drain culvert includes:

- Excavation
- Coring or Cutting pipe for new pipe connection
- Mortar a smooth connection to the inside of the existing pipe
- PCC and reinforcing band around existing and new pipes
- Concrete Anchor Screws

**Modify Bioretention Basin**

Remove rock mulch and filter fabric from existing flat bioretention basin bottom. Add compost or remove material to achieve the plan finished grades.

Excavate for basin expansion, construct perforated pipes, riser, and cleanout. Backfill with Class 2 Permeable Material and Bioretention Soil, and install 1-inch layer of compost, as shown on the plans and as directed by the Engineer.

Basin bottom shall be hand seeded, fertilized, and covered with rice straw at a rate of 4 tons per acre. Install rock mulch on side slopes. Disturbed areas outside the basin perimeter shall be covered with a 3-inch thick layer of Recycled Arbor Mulch.

**Replace paragraph to Section 71-4.01D Modify Drainage Structures –Payment**

The contract unit price paid for “**Remodel DI with MH Top**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work necessary to remodel existing drop inlets with a manhole top, complete in place, including roadway excavation and backfill, installing and maintaining shoring, reinforcing steel and miscellaneous iron and steel (bolts, angles, metal frames and covers), portland cement concrete, temporary and final HMA (Type A) paving as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract unit price paid for “**Blind Connection (Storm Drain)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work necessary to construct a blind connection, complete in place, including roadway excavation and backfill, coring and/or sawcutting, reinforcing, portland cement concrete, anchor screws, and mortar as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract lump sum price paid for “**Modify Bioretention Basin**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in modifying bioretention basin, complete in place, including excavation, backfill, compaction, salvaging and relaying rock mulch, protection of existing bioretention basin to remain from compaction by equipment, bioretention soil, class 2 permeable material, plastic pipe (perforated and solid wall), pipe connections, connections to drainage structures, cleanout, compost, seed, rice straw, recycled arbor mulch, and rock mulch (RSP Class I), as shown on the plans, and as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

**Add paragraph to Section 71-5.03B Frames, Covers, Grates, and Manholes**

Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers.

Portland cement concrete used for adjusting covers shall be minor concrete conforming to the requirements of Section 90-2 “Minor Concrete” of the Standard Specifications with at least 505 pounds of cementations material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted.

Mortar used in resetting manhole covers shall conform to the provisions in Section 51-1.02F, "Mortar" of the State Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the Engineers of the facilities.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When manhole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the manhole and sewer pipe.

During sealing or paving operations, all surface structures shall be protected and no adhesive material shall be permitted to fill the joint between the frame and cover.

Adjustment of manholes shall be performed after final paving.

Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

- ramp section (cut-back) around "iron" and paint white
- place lighted Portable Barricade over iron

### **ADA Grate**

ADA grates shall be slip resistant, ADA compliant and support H20 loading. Openings are limited in width to prevent passage of a ½" diameter sphere. Elongated openings, must be oriented so that the long dimension is perpendicular to the dominant travel direction.

At locations where existing frames will be remain in place, Contractor shall confirm dimensions of existing frames to size grate accordingly. New grate or existing frame may need to be modified by welding additional metal to the frame or grate for top of grate to sit flush with surrounding grade. Approximate grate size is 26"x40".

ADA Grate shall be one of the following:

Neenah Foundry

[www.nfco.com](http://www.nfco.com)

Type Q grates.

EJ Co

<https://www.ejco.com/am/en/?region=americas>

1-800-626-4653

US Foundry

<http://www.usfoundry.com/usfoundry/products/ada-grates/>

1-800-348-8357

USF 4139 FRAME & 6002 GRATE (30x42)

### **Add the following paragraphs to Section 71-5.04 ADJUST DRAINAGE STRUCTURES – Payment**

The contract unit price paid for "**Reconstruct Drainage Inlet Top to Grade**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in reconstructing drainage inlet top to grade, including excavation, backfill, portland cement concrete, precast or cast-in-place structures top, forming, furnishing and placing all bar reinforcement steel and miscellaneous iron and steel (metal frames, hasps, hinges, and covers), grout, and traffic rated ADA grates, as shown on the plans, and as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for “**ADA Grate**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing an ADA grate in an existing frame, including grate removal, measuring, furnishing and installing ADA grate, modifications to grate or frame for appropriate grate fit, as shown on the plans, and as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

Full compensation for protecting, providing temporary tapers, and referencing any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

**Replace Section 71-6.03 Culvert and Pipelines with the following:**

**71-6.01A General**

Fill abandoned pipe with backfill material: sand, or controlled density fill (CDF) such as flowable fill, controlled low-strength material (CLSM), flowable mortar, plastic soil-cement, or soil-cement slurry. CDF must have unconfined compressive strength of 100 psi or less to allow for future excavation of the area.

Install watertight plug at end of abandoned culvert with minor concrete not less than 6 inches thick.

**71-6.01B Payment**

The contract price paid per linear foot for “**Abandon 12” Storm Drain Pipe**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in abandoning SD pipe, complete in place, including excavation, slurry sand fill, concrete plug, hauling, recycling, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

**72-2 ROCK SLOPE PROTECTION**

**Add the following paragraphs to Section 72-2.01 GENERAL**

Work in this section includes furnishing and installing an energy dissipator from streambed cobbles in accordance with these technical provisions and the project plans or as directed by the Engineer.

**Replace the paragraphs in Section 72-2.02B Rock with the following:**

Streambed cobbles shall be clean, naturally occurring water rounded gravel material. Streambed cobbles shall have a well-graded distribution of cobble sizes and conform to one or more of the following grading:

Rock slope protection (RSP) shall be facing class, method B placement and the class of RSP described, comply with the rock gradation shown in the following table:

Percent Passing	
Approximate Size	6” Cobbles
6”	99-100
4”	70-90

1 1/2"	20-50
3/4"	10 max

Approximate Size can be determined by taking the average dimension of the three axes of the rock, Length, Width, and Thickness, by use of the following calculation:

$$\text{Length} + \text{Width} + \text{Thickness} = \text{Approximate Size}$$

The grading of the cobbles shall be checked by the Engineer by visual inspection of the load before it is placed at the site, or, if so ordered by the Engineer, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load. Length is the longest axis, width is the second longest axis, and thickness is the shortest axis.

**Replace the paragraphs in Section 72-2.04 PAYMENT with the following:**

The contract lump sum price paid for "Energy Dissipater" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to construct cobble energy dissipater complete in place, including excavation, backfill, and cobble, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

**73 CONCRETE CURBS AND SIDEWALKS**

**Add the following paragraphs to Section 73-1.01 GENERAL**

Contractor shall make every effort to avoid damaging any City owned property, including (roots, trunk and canopy of) City maintained trees. See Clearing and Grubbing section of these technical provisions.

Joints between existing and new concrete (except existing cold joints) shall be sawcut with a diamond saw in a neat, true and straight line.

Sidewalks shall be four (4) inches thick (or as shown) and driveways and curb ramps shall be six (6) inches thick.

Maximum slump of fresh concrete to be permitted in these items shall be four (4) inches. Slump shall be determined by either ASTM-C-143 (Slump Cone) or ASTM-C-360 (Kelley Ball) at the discretion of the Engineer.

A four- (4) inch class 2 aggregate base bed shall be installed under new concrete sidewalk, driveway, and curb. Class 2 aggregate base shall conform to Section 26, "Aggregate Bases" of the Standard Specifications, and these technical provisions.

The subgrade shall be excavated to a sufficient depth to allow the placement of the class 2 aggregate base bed below the concrete and embankment to be installed. Excavation shall

be performed in such a manner as to provide an undisturbed sub-base. In the event of over-excavation, the over-excavation shall be backfilled and compacted to a relative density of ninety-five percent (95%) at the Contractor's expense.

Existing subgrade surface shall be re-graded (if necessary) and re-compacted to conform to the grades shown on the plans.

Final Grade of the concrete work shall conform to the adjacent existing concrete grade.

Before placing concrete, verify that forms and job site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter job site conditions that will not accommodate the design details. Concrete with slopes in excess of the maximum grades shown shall be reconstructed at the Contractor's expense.

Contractor must form the sidewalk around tree trunks and roots with a smooth arc. Locations shall be determined in the field by the Engineer.

Any locations requiring bowed out curbs to avoid tree roots, must be reviewed and approved in advance by the Engineer. Contractor must notify the Engineer immediately of areas of potential root impacts to the new curb. The smooth curb radii must be tangent to the existing curb on both ends. Curbs with angles will be rejected.

Scoring pattern and weakened plane joints (deep joints) shall be at the direction of the Engineer. Weakened plane joints as least 1-1/2 inches deep shall be placed at 16 feet on center.

Sidewalk shall be constructed with expansion joints at each beginning of curve (BC) and end of curve (EC) and at 20-foot intervals. Fill the expansion joints with 1/2-inch-thick expansion joint filler.

**No concrete shall be placed until the Engineer has inspected and approved forms and subgrade. Concrete poured without Engineer's approval is subject to rejection.**

New work shall match existing in finish, score pattern, and color, or as shown on the plans, or as directed by the Engineer. The Engineer reserves the right to change the colored concrete specification without any additional compensation to the Contractor.

Color Pigment: ASTM C979; mineral oxides, alkali and fade resistant. The dosage must not exceed 10 percent by weight of cementitious material in the concrete mix design.

- a) Lampblack: Conform to ASTM D209, and shall be of approved quality mixed at a rate of one pound per cubic yard of concrete.
- b) Color: No added color unless specified otherwise on the Drawings, except lampblack.

All new curb, sidewalk, and driveways constructed adjacent to existing concrete curb or sidewalk shall be dowelled to the existing concrete in accordance with County of Contra Costa Public Works Department Plan No. CA74, "Doweling Details for Curb and Sidewalk." Concrete work shall conform to Caltrans Standard Plan A87A, "Curbs and



Driveways.”

Reinforcing steel bars (Rebar) shall be of Grade 40 or higher and conform to Section 52, “Reinforcement”, of the Standard Specifications. Tie wire shall be 18 gauge steel.

Sawcut line on the pavement in front of curb or gutter lip, including gutter for curb ramps, shall be at least 12" beyond the concrete edge to allow for construction of forms and six (6) inches deep or as shown on the plans. This area shall be restored as per City Standard Plan 8148. Payment for restoration of this portion of pavement shall be included in the unit costs for reconstruct curb and reconstruct curb and gutter unless noted otherwise on the plans.

The Contractor shall be responsible for adjusting all utility boxes, public or private to new finish grades unless noted otherwise on the plans. If a utility or City owned facility has existing damage or is damaged by the contractor, the contractor must coordinate with the utility owner to procure a new box from the respective utility company. It shall be the Contractor’s responsibility to coordinate with the utility agencies for adjustment of utilities or new boxes in an expedient manner. New boxes are not paid for by the City. If a utility or City owned facility with existing damage requires a new box that is in excess 250 pounds, installation of the new utility box will be paid for as extra work as provided in Section 4-1.05, “Changes and Extra Work,” of the Standard Specifications.

Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicles or pedestrians over the adjusted covers.

Irrigation systems damaged by the Contractor will be repaired at the Engineer’s discretion and tested for functionality at the Contractor’s expense.

Concrete shall be poured in such a manner as to complete all pours by 2:00 p.m. the same day unless authorized by the Engineer. The Engineer reserves the right to reject any concrete remaining in the ready-mix truck after 90 minutes from batch time. No water may be added to the ready-mix concrete without prior approval from the Engineer.

The Contractor shall protect the concrete from being defaced during the curing period. The City will not accept concrete with shrinkage cracks greater than 1/16<sup>th</sup> of an inch and Contractor shall replace at no cost to City. Any defaced concrete shall be repaired or replaced by the Contractor at the Contractor’s expense. The City may reject any work that is defaced. The Contractor shall properly dispose of demolition debris offsite at the end of each day.

HMA (Type A) placed adjacent to curb shall comply with Section 39, "Asphalt Concrete," of the Standard Specifications and these technical provisions.

Curbs, sidewalks, and curb ramps shall have forms removed and be backfilled within 3 days after pouring.

Any voids left between new concrete and existing unpaved areas adjacent to sidewalks and curbs resulting from excavation, removal, or other construction-related activities, shall be filled with topsoil tamped in place conforming to these technical provisions.

Contractor shall adjust adjacent flagstones, bricks or stones in the parking strip and behind the back of walk to the new sidewalk level. Contractor must take pictures and notes to place existing improvements in the original location to extent feasible.

Restoration work of pavement must be done as soon as practicable, and no later than seven (7) days after concrete placement.

The Contractor shall restore all sewer, gas and waterline system markings on the top of curbs. All markings shall be referenced prior to removal.

Any concrete discolored, defaced, or otherwise damaged before official acceptance shall be cleaned, repaired or replaced at the Contractor's expense.

Curing compound must comply with section 90-1.03B for curing compound no. 1 or 2 of the Standard Specifications.

Curb of the various types shall comply with Caltrans Standard Plan No. A87A and as shown on the plans, these Technical provisions, and as directed by the Engineer.

Sidewalks, Driveway, and valley gutter shall comply with Caltrans Standard Plan No. A87A and as shown on the plans, these Technical provisions, and as directed by the Engineer.

Curb Ramp of the various types shall comply with Caltrans Standard Plan No. A88A, and A88B, as shown on the plans, these Technical provisions, and as directed by the Engineer.

Curb Ramps as referred to in this section are those portions of the work whose limits are defined as the outer edges of ramps and warped wings, including retaining curbs, adjoining curb and gutter, as shown on 2018 Caltrans Standard Plan A88A and the details shown on the plans. The work shall include grading and preparation of the subgrade, and placement and compaction of 4" aggregate base. Subgrade and aggregate base shall be compacted to 95% relative compaction. When tree roots are within 8" of finished grade, delete 4" aggregate base and place 6" x 6" x 10 Gage welded wire steel mesh in concrete at the request of the Engineer and at no additional cost. Detectable warning surface shall be installed at each curb ramp. Installation of detectable warnings shall be manufacturer trained and certified individuals.

**Add the following paragraphs to Section 73-1.02B Detectable Warning Surfaces**  
**Detectable Warning Surface** shall be in the form of tiles manufactured from a fiberglass reinforced ultra violet stabilized polymer composite.

Detectable warning surface tiles shall conform to the requirements established by the Department of General Services, Division of State Architect and incorporate an in-line pattern of truncated domes measuring nominal 0.2" in height, 0.90" base diameter, and 0.45" top diameter, and spaced center-to-center 2.35" as measured side by side. The field area shall

consist of a high density, pyramid micro texture of raised points 0.05" high. Anchors shall have a minimum spacing of 12-inches.

The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Color shall be homogeneous throughout the tile.

Detectable warning surface tiles shall be configured such that the required area is covered by no more than two tiles to conform to the dimensions as shown on the plans, and as directed by the Engineer. If multiple detectable warning surface tiles are used, joints shall be centered in the curb ramp or as approved by the Engineer.

Detectable warning surface tiles shall conform to the following ASTM specifications:

Test Description Requirements

ASTM D 695 Compressive Strength Not less than 25,000 psi

ASTM D 790 Flexural Strength Not less than 30,000

ASTM D 570 Water Absorption 0.05%

ASTM C 1028 Slip Resistance 0.8 wet/dry

ASTM E 84 Flame Spread Index  $\leq 25$

ASTM B 117 Salt Spray No Change (300 hours)

ASTM 1308 Chemical Stain No Effect

ASTM C 501 Abrasion Resistance  $L_w > 500$

ASTM G 155 Accelerated Weathering Delta  $E < 5$  (2,000 hours)

ASTM D 638 Tensile Strength 12,500 psi

AASHTO-H20 Load Bearing at 10,410 lbs. No Cracking, Delamination or Deformation

ASTM C 1026 Freeze/Thaw/Heat No Chipping, Cracking or Peeling

ASTM D 1037 Accelerated Aging [Freeze/Thaw] No Change in Color, Gloss or Delamination

ASTM D 696-03 Linear Thermal Expansion  $9.45 \times 10^{-7}$  per degree Fahrenheit

Detectable warning surface tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile type shall be identified by part number. Protective plastic wrapping shall be removed within 24-hours after tiles are installed.

Installation of cast-in-place detectable warning surface shall comply with the manufacturer's recommendations. Installation of surface applied detectable warning surface shall not be allowed.

Detectable warning surface tiles shall be warranted in writing for a period of five (5) years from date of final completion. The guarantee shall include defective work, breakage, deformation, fading and loosening of tiles.

**Add the following paragraphs to Section 73-2.04 CURBS – Payment**

Any curb adjacent to curb ramps and roadway shall be measured and paid for as the various types of Curb. Curb will be measured by the linear foot at the top face of curb.

The contract price paid per linear foot for “**Curb (Type A1-6)**,” and “**Curb (Type A2-6)**,” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing curb and gutter of all types, complete in place, including sawcutting, excavation, backfill, drilling, dowels and dowelling, portland cement concrete, temporary asphalt concrete, score marks, weakened plane joints, expansion joints, colorant dye, furnishing and applying curing compound, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

Curbs located within the area defined for payment within a curb ramp shall be considered as included in the payment for curb ramps of the various types and shall not be measured nor paid for.

Full compensation for the backfilling voids with topsoil between new concrete and existing unpaved areas resulting from excavation, removal of concrete, or other construction-related activities necessary for construction of curb, sidewalk, and driveway shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be made therefor.

Measurement for payment will be based on the unit prices bid. The Contractor shall be paid on the basis of work completed per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed and as may be required to complete the work, as noted on the monthly submission of progress payment and after the City has verified that the work has been done.

**Replace the paragraph in Section 73-3.04 SIDEWALKS, GUTTER DEPRESSIONS, ISLAND PAVING, CURB RAMPS, AND DRIVEWAYS,– Payment, with the following paragraphs:**

The contract price paid per square foot for “**Sidewalk**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, complete in place, including sawcutting, excavation, backfill, class 2 aggregate base, dowels and dowelling, portland cement concrete, score marks, weakened plane joints, expansion joints, colorant dye, furnishing and applying curing compound, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract price paid per linear foot for “**Ribbon Gutter**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing ribbon gutter, complete in place, including sawcutting, excavation, backfill, class 2 aggregate base, dowels and dowelling, portland cement concrete, score marks, weakened plane joints, expansion joints, colorant dye, furnishing and applying curing compound, coordination with grated line drain construction, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

Sidewalk located within the area defined for payment within a curb ramp shall be considered as included in the payment for curb ramps of the various types and shall not be measured

nor paid for.

Areas where the concrete ribbon gutter are widened adjacent to Curb (Type A1-6) are considered as included in the payment for Ribbon Gutter.

The contract unit price paid per “**Curb Ramp,**” “**Island Passageway,**” and “**Detectable Warning Surface in Concrete Pad**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing curb ramp, complete in place, including, excavation, backfill, doweling, aggregate base, adjusting forms for grades, retaining curbs, and prefabricated detectable warning surface (cast in place), as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

Unless noted otherwise on the plans, full compensation for protecting any utility in place, minor adjustments to any and all utility appurtenance boxes (public and private) to finish grade and coordination with utility agencies, and replacement of damaged public utility appurtenance boxes, shall be considered as included in the contract prices paid for the various sidewalk and driveway items of work and no separate payment will be made therefor.

Full compensation for concrete forms, grading, and conforms, adjacent to the new sidewalk level shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be made therefor except where noted on plans.

Full compensation for detectable warning surfaces shall be considered as included in the contract unit price paid for “Curb Ramp” and no separate payment will be made therefor.

Full compensation for the removal of existing concrete and/or temporary asphalt, including demolition and disposal of debris offsite as necessary for construction of curb, sidewalk, and driveway shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be made therefor.

Full compensation for the backfilling voids with topsoil between new concrete and existing unpaved areas resulting from excavation, removal of concrete, or other construction-related activities necessary for construction of curb, sidewalk, and driveway shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be made therefor.

Measurement for payment will be based on the unit prices bid. The Contractor shall be paid on the basis of work completed per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed and as may be required to complete the work, as noted on the monthly submission of progress payment and after the City has verified that the work has been done.

## **75 MISCELLANEOUS METAL**

**Add the following paragraphs to the end of Section 75-1301A Summary:**

Bollard shall consist of 6” Galvanized Steel Pipe (Schedule 40) filled with minor concrete, steel dome cap, minor concrete footing, and reflective tape.

Removable Bollard shall consist of 6" Galvanized Steel Pipe (Schedule 40) filled with minor concrete, steel dome cap, galvanized steel sleeve, lid with lockable metal clasp, reinforced minor concrete footing, and reflective tape.

**Replace the paragraph in Section 75-1.04 PAYMENT with the following:**

The contract unit price paid for "**Bollard**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to construct bollard, complete in place, including excavation, constructing the concrete footing and furnishing the bollards, steel dome cap, and reflective tape as shown on the plans, as specified in the Standard Specification and these technical provisions, and as directed by the Engineer.

The contract unit price paid for "**Removable Bollard**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to construct bollard, complete in place, including excavation, constructing the concrete footing and furnishing the bollards, steel dome cap, galvanized steel sleeve, lid with lockable metal clasp, reinforcing, and reflective tape as shown on the plans, as specified in the Standard Specification and these technical provisions, and as directed by the Engineer.

## 77 LOCAL INFRASTRUCTURE

### **Replace Section 77-1 Reserved with:**

#### 77-1 Security Camera System

Section 77-1 includes general specifications for installing new security camera systems. Furnish and install Panasonic WV-X653LN IR-PTZ camera, camera communications cabinet and radio, PWM20G bracket and PAPM4B corner mount adapter bracket or equivalent on trail lighting pole.

#### 77-2 Payment

The contract lump sum price paid for "Security Camera System Along Bliss Ave Trail" includes full compensation for furnishing all labor, materials including hardware, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new camera and electrical systems, combinations or units thereof, including but not limited to camera, mounting bracket, cable, cabinet, controller, wireless communication, service, battery back-up system, and appurtenances damaged or destroyed during construction, and salvaging existing materials as shown and specified on the plans, as specified in these Technical Provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

## 80 FENCES

**Replace the first paragraph of Section 80-3.02C Fabric, with the following paragraph:**

Chain link fabric must comply with AASHTO M181 for Type I fabric with a Class C coating or ASTM F1345, Class 2, unless vinyl-clad fabric is described in the fence bid item; in which case, fabric must comply with AASHTO M181 for Type IV fabric with a black Class A coating. Chain link fabric, used in Chain Link Fence (CL-6, Modified), must be woven into approximately 1-inch mesh, be 11 gauge, and must comply with one of the following:

1. AASHTO M 181, Type I, Class C
2. AASHTO M 181, Type IV, Class A
3. ASTM F1345, Class 2

**Replace Section 80-3.04 Chain Link Fences – Payment with:**

The contract price paid per linear foot for “**4’ Black Vinyl Chain Link Fence (CL-4)**” as shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing chain link fence, complete in place, including installing black vinyl fence fabric, excavation, backfill, concrete, stretcher bar, posts and corner posts, horizontal braces, diagonal braces, and truss rod, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract price paid per linear foot for “**Chain Link Fence (CL-6, Modified)**” as shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing chain link fence, complete in place, including 1-inch mesh fence fabric, excavation, backfill, concrete, stretcher bar, posts and corner posts, horizontal braces, diagonal braces, and truss rod, as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

**Add Section 80-5 – Steel Fence:**

**80-5.1 General**

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded steel fence system defined herein, as shown on the plans, and at locations between the precast security wall and existing fence. The system shall include all components (i.e. panels making up of pickets and rails, posts and hardware) required.

Earthwork shall comply with Section 17 and these Technical provisions.

Concrete shall comply with Section 51.

Structural steel shapes and steel fasteners shall comply with Section 75 and as shown on the plans.



### **80-5.2 Materials**

Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.90 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-90.

Material for pickets shall be 1" square x 14 Ga. tubing. The rails shall be steel channel, 1.75" x 1.75" x .105". Picket holes in the rail shall be spaced 4.715" center-to-center or as shown on the plans.

### **80-5.3 Quality Assurance**

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

### **80-5.4 Submittal**

The manufacturer's literature and shop drawings shall be submitted prior to installation. Allow 10 days for Engineer's review.

### **80-5.5 Product Handling and Storage**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

### **80-5.6 Fabrication**

Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets. Size of pickets, rails and posts shall be as shown on the plans.

Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by a fusion welding process or other welding process as approved by the Engineer, thus completing the rigid panel assembly. The acceptable welding process shall produce a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel.

The manufactured panels and posts shall be subjected to an inline electrodeposition coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be (specify Black or Bronze or other color as specified by the City). The coated panels and posts shall be capable of meeting the performance requirements of ASTM F2408.

The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.

### **80-5.7 Construction**

All new steel fence shall be laid out by the contractor in accordance with the construction plans.

For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footings having a minimum depth of 36”.

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. All exposed surfaces shall be primed and applied finish coat to match the color of fence panels. Care shall be exercised to prevent overspray and paint run-off.

### **80-5.8 Steel Fence – Payment**

The contract price paid per linear foot for “**Connection to Existing Fence (8’ Steel Fence)**” for various height of fence, measured between centerline of posts, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in fabricating, transporting and erecting steel fences, including construction of post foundation as shown on the plans, disposing of material resulting from drilling holes, connecting the steel fence to precast security wall, clean up the jobsite, complete in place and ready to use, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

Payment for post foundation is included in the Furnish and Erect Steel Fence and no separate payment will be made therefor.

#### **Add the following paragraph to Section 80-10.04 – Payment:**

The contract unit price paid for “**10’ Wide Black Vinyl Chain Link Access Gate (CL-4)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing chain link gate including 4’ black vinyl chain link fabric, gate posts, stop post and foundation, plunger cup, concrete, stretcher bar, corner posts, horizontal braces, diagonal braces, and truss rod, complete in place as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

The contract unit price paid for “**4’ Wide Chain Link Walk Gate (CL-6)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing chain link gate including 4’ black vinyl chain link fabric, gate posts, stop post and foundation, plunger cup, concrete, stretcher bar, corner posts, horizontal braces, diagonal braces, and truss rod, complete in place as shown on the plans, as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **82 SIGNS AND MARKERS**

#### **Add the following paragraph to Section 82-3.02B Metal Posts**

Roadside sign posts shall be Ulti-Mate sign support system, with EZ Installation anchor, as manufactured by Western Highway Products or approved equal. Ulti-Mate posts for roadside signs shall conform to State Standard Plan RS1 and RS4. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer and as directed by the Engineer.

Posts shall be 12-gage galvanized steel 1.75-inch square tube with perforations, weighing 2.09 pounds per linear foot.

#### **Add the following paragraph to Section 82-3.04 PAYMENT**

The contract unit price paid for “**Roadside Sign**” and “**Wayfinding Signage (BART)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to install roadside signs, complete in place, including excavation and backfill, concrete, furnishing and installing sign panel, galvanized steel post, mounting hardware for pole installation, and galvanized fastening hardware, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for “**Roadside Sign Panel**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to install roadside sign panel, complete in place, including furnishing and installing sign panel, mounting hardware, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

### **82-5 MARKERS**

#### **Add the following paragraph to Section 82-5.04 PAYMENT**

The contract unit price paid for “**Class 1 Flexible Post Delineator**” shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved installing surface mounted delineator, complete in place, including, marker, hardware, reflective bands, appurtenances and epoxy adhesive as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and directed by the Engineer.

The contract unit price paid for “**Blue Reflective Pavement Marker**” shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved installing pavement marker, complete in place, including, marker and epoxy adhesive as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and directed by the Engineer.

The contract unit price paid for “**Object Marker (Type K-1)**” shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved installing surface mounted marker, complete in place, including, surface mounted

marker, appurtenances and epoxy adhesive as shown on the plans, as specified in the Standard Specifications and these Technical Provisions, and directed by the Engineer.

**82-9 EXISTING ROADSIDE SIGNS AND MARKERS**

Relocate roadside sign on new post shall consist of removing and disposing of the existing sign post and foundation, salvaging the existing sign panels, and reinstalling the sign panels on a new post and foundation at the same location.

**Add the following paragraph to Section 82-9.04 PAYMENT**

The contract unit price paid for “**Relocate Roadside Sign**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove object marker complete in place, including removal, excavation and backfill, and class 2 aggregate base, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for “**Remove Roadside Sign**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for doing all the work involved to remove the existing roadside sign, complete in place, including removal, excavation and backfill, and class 2 aggregate base, as shown on the plans, specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract unit price paid for “**Remove Roadside Sign Panel**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for doing all the work involved to remove the existing roadside sign panel, complete in place, including removal, and disposal as shown on the plans, specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

## 84 MARKINGS

### **Add the following paragraphs to the end of Section 84-2.03A Traffic Stripes and Pavement**

#### **Markings – Construction – General:**

Locations, width, and color of all traffic stripes and pavement markings are shown on the plans. Prior to placement, the Contractor shall lay out all striping patterns and marking locations by cat tracking or other suitable means for review and approval by the Engineer. Any striping and/or markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Traffic Stripes and Pavement markings shall consist and thermoplastic as shown on the plans and as directed by the Engineer.

### **Add the following paragraph after paragraph 5 of Section 84-2.04 Traffic Stripes and Pavement Markings – Payment:**

The contract price paid per linear foot for "Traffic Stripe (Detail 9) (Thermoplastic)," "Traffic Stripe (Detail 36) (Thermoplastic)," "Traffic Stripe (Detail 37B) (Thermoplastic)," "Traffic Stripe (Detail 38a) (Thermoplastic)," "Traffic Stripe (Detail 39) (Thermoplastic)," "Traffic Stripe (Detail 39a) (Thermoplastic)," "Traffic Stripe (Detail 40) (Thermoplastic)," and "Traffic Stripe (4" White) (Thermoplastic)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing thermoplastic traffic stripes, complete in place, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract price paid per square foot for "Pavement Marking (White) (Thermoplastic)," "Pavement Marking (Yellow) (Thermoplastic)," and "Pavement Marking (Green) (Thermoplastic)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing thermoplastic pavement markings, complete in place, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

### **Replace section 84-9.03B of the RSS for section 84-9 with:**

#### **Chapter 8 84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead**

Residue from the removal of yellow painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

**Add the following paragraphs after paragraph 3 of Section 84-9.03B Remove Traffic Stripes and Pavement Markings:**

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

**Add the following paragraph after paragraph 3 of Section 84-9.04 Existing Markings – Payment:**

The contract price paid per linear foot for “**Remove Traffic Striping**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removing and disposing of traffic stripes and markers, complete in place, including lead compliance plan, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

The contract price paid per square foot for “**Remove Pavement Marking**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removing and disposing of pavement markings, complete in place, including lead compliance plan, as shown on the plans, as specified in the Standard Specifications and these Technical provisions, and as directed by the Engineer.

## DIVISION X ELECTRICAL WORK

### 86 GENERAL

**Replace the 1<sup>st</sup> paragraph of Section 86-1.01D(3) Department Acceptance with:**

Deliver the material and equipment for testing to the following location: 30 Rickard Street, San Francisco, CA 94134, (415) 330-6500.

**Add to the list in the 2nd paragraph of Section 86-1.02R(4) Signal Faces:**

4. Be made of metal.

### 87 ELECTRICAL SYSTEMS

**Replace the 1<sup>st</sup> sentence in the 9<sup>th</sup> paragraph of Section 87-1.03A General Construction with:**

The shutdown of traffic signal systems is allowed only between the hours of 9:00 AM and 3:00 PM.

**Replace the 3<sup>rd</sup> paragraph of Section 87-1.03C(1) Installation of Pull Boxes with:**

Install a pull box on a bed of crushed rock.

**Replace the 1<sup>st</sup> paragraph of Section 87-1.03F(2)(c)(ii) Detector Lead-in Cables with:**

Install a Type B loop detector lead-in cable in conduit.

**Replace the 1<sup>st</sup> paragraph of the RSS for Section 87-1.03F(3)(c)(ii) Inductive Loop Conductors with:**

Use a Type 1 loop wire. Use only Type 2 loop wire for Type E and F loop detectors.

**Delete the 3<sup>rd</sup> paragraph of Section 87-1.03G Equipment Identification Characters.**

**Replace the 2<sup>nd</sup> paragraph of Section 87-1.03H(2) Splice Insulation Methods with:**

Use Method B to insulate a splice.

**Add between the 1<sup>st</sup> and 2<sup>nd</sup> sentences in the 2<sup>nd</sup> paragraph of Section 87-1.03V(2) Inductive Loop Detectors:**

Saw the slots to allow a minimum of 2 inches of sealant above the top of the uppermost loop wire in the slot.

**Add between the 10<sup>th</sup> and 11<sup>th</sup> paragraphs of Section 87-1.03V(2) Inductive Loop Detectors:**

Use elastomeric sealant or hot-melt asphalt rubberized sealant to fill slots.

**Replace Section 87-2.04 Lighting Systems Payment with:**

Bliss Ave Trail Lighting and Railroad Ave Electrical Improvements (Base Bid):

Trench and Backfill: Measured in a unit of linear feet (LF). Compensation for Trench and Backfill shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving digging and backfilling trenches, or directional boring, as identified on the

plans as containing City or State lighting, sign illumination, or irrigation conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

2" PVC Conduit: Measured in a unit of linear feet (LF). Compensation for 2" PVC Conduit shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing 2" PVC Conduit identified on the plans as containing City or State lighting, sign illumination, or irrigation conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#8 AWG Stranded Copper Conductor: Measured in a unit of linear feet (LF). Compensation for #8 AWG Stranded Copper Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #8 AWG Stranded Copper Conductor identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#8 AWG Bare Solid Conductor: Measured in a unit of linear feet (LF). Compensation for #8 AWG Bare Solid Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #8 AWG Bare Solid Conductor identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#6 AWG Stranded Copper Conductor: Measured in a unit of linear feet (LF). Compensation for #6 AWG Stranded Copper Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #6 AWG Stranded Copper Conductor identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#6 AWG Bare Solid Conductor: Measured in a unit of linear feet (LF). Compensation for #6 AWG Bare Solid Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #6 AWG Bare Solid Conductor identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.



#4 AWG Stranded Copper Conductor: Measured in a unit of linear feet (LF). Compensation for #4 AWG Stranded Copper Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #4 AWG Stranded Copper Conductor identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#5 Pull Box: Measured in a unit of each (EA) determined by actual count installed. Compensation for #5 Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #5 Pull Box identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Install Conduit in Existing Pull Box: Measured in a unit of each (EA). Compensation for Install Conduit in Existing Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Conduit in Existing Pull Box identified on the plans as containing City or State lighting, sign illumination, or irrigation conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Remove Pull Box: Measured in a unit of each (EA) determined by actual count installed. Compensation for Remove Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving removing any existing Pull Box identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Splice New to Existing Conductors: Measured in a unit of each (EA). Compensation for Splice New to Existing Conductors shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving Splicing New to Existing Conductors identified on the plans as containing City or State lighting, sign illumination or irrigation conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Connect New and Existing Conduit: Measured in a unit of each (EA). Compensation for all labor, materials, tools, equipment and incidentals and for doing all the work involving connecting new and existing conduit, removing existing and installing new conductors into

new pull box identified on the plans as containing City or State lighting, sign illumination or irrigation conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Circuit Breakers: Measured in a unit of each (EA) determined by actual count installed. Compensation for Circuit Breakers shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Circuit Breakers identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Contactors: Measured in a unit of each (EA) determined by actual count installed. Compensation for Contactors shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Contactors identified on the plans for the purposes of City or State lighting, sign illumination, or irrigation ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Light Fixture, Pole, and Foundation: Measured in unit of each (EA) determined by actual count installed. Compensation for Light Fixture, Pole, and Foundation shall include all labor, materials, tools, equipment and incidentals for doing all the work involved installing Light Fixture, Pole, and Foundation identified on the plans, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Lighting Improvements Along California Ave Trail (Additive Bid A):

Trench and Backfill: Measured in a unit of linear feet (LF). Compensation for Trench and Backfill shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving digging and backfilling trenches, or directional boring, as identified on the plans as containing lighting conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

2" PVC Conduit: Measured in a unit of linear feet (LF). Compensation for 2" PVC Conduit shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing 2" PVC Conduit identified on the plans as containing lighting conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#8 AWG Stranded Copper Conductor: Measured in a unit of linear feet (LF). Compensation for #8 AWG Stranded Copper Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #8 AWG Stranded Copper Conductor identified on the plans for the purposes of lighting wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#8 AWG Bare Solid Conductor: Measured in a unit of linear feet (LF). Compensation for #8 AWG Bare Solid Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #8 AWG Bare Solid Conductor identified on the plans for the purposes of lighting wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#5 Pull Box: Measured in a unit of each (EA) determined by actual count installed. Compensation for #5 Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #5 Pull Box identified on the plans for the purposes of lighting ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Service Cabinet and Foundation: Measured in unit of each (EA) determined by actual count installed. Compensation for Service Cabinet and Foundation shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Service Cabinet and all internal components and Foundation identified on the plans, complete in place, including all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Light Fixture, Pole, and Foundation: Measured in unit of each (EA) determined by actual count installed. Compensation for Light Fixture, Pole, and Foundation shall include all labor, materials, tools, equipment and incidentals for doing all the work involved installing Light Fixture, Pole, and Foundation identified on the plans, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Lighting Improvements Along Railroad Ave Trail (Additive Bid D):

Trench and Backfill: Measured in a unit of linear feet (LF). Compensation for Trench and Backfill shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving digging and backfilling trenches, or directional boring, as identified on the plans as containing lighting conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the

Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

2" PVC Conduit: Measured in a unit of linear feet (LF). Compensation for 2" PVC Conduit shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing 2" PVC Conduit identified on the plans as containing lighting conductors ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#8 AWG Stranded Copper Conductor: Measured in a unit of linear feet (LF). Compensation for #8 AWG Stranded Copper Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #8 AWG Stranded Copper Conductor identified on the plans for the purposes of lighting wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#8 AWG Bare Solid Conductor: Measured in a unit of linear feet (LF). Compensation for #8 AWG Bare Solid Conductor shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #8 AWG Bare Solid Conductor identified on the plans for the purposes of lighting wiring ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#5 Pull Box: Measured in a unit of each (EA) determined by actual count installed. Compensation for #5 Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #5 Pull Box identified on the plans for the purposes of lighting ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

#6 Pull Box: Measured in a unit of each (EA) determined by actual count installed. Compensation for #6 Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing #6 Pull Box identified on the plans for the purposes of lighting ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Install Conduit in Existing Pull Box: Measured in a unit of each (EA). Compensation for Install Conduit in Existing Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Conduit in Existing Pull Box identified on the plans as containing lighting conductors ONLY, complete in place,

including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Remove Pull Box: Measured in a unit of each (EA) determined by actual count removed. Compensation for Remove Pull Box shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving removing Pull Box identified on the plans for the purposes of lighting ONLY, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Circuit Breakers: Measured in a unit of each (EA) determined by actual count installed. Compensation for Circuit Breakers shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Circuit Breakers identified on the plans for the purposes of lighting ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Contactors: Measured in a unit of each (EA) determined by actual count installed. Compensation for Contactors shall include all labor, materials, tools, equipment and incidentals and for doing all the work involving installing Contactors identified on the plans for the purposes of lighting ONLY, complete in place, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

Light Fixture, Pole, and Foundation: Measured in unit of each (EA) determined by actual count installed. Compensation for Light Fixture, Pole, and Foundation shall include all labor, materials, tools, equipment and incidentals for doing all the work involved installing Light Fixture, Pole, and Foundation identified on the plans, including, all appurtenances and equipment specified, as specified in these special provisions, the Standard Plans and Specifications and as directed by the Engineer, except where payment is described for other bid items. No additional compensation will be allowed therefor.

**Replace Section 87-4.04 Signal and Lighting Systems Payment with:**

The contract lump sum price paid for "Traffic Signal Modifications @ Railroad Ave/Bliss Ave" includes full compensation for furnishing all labor, materials including hardware, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new, or making modifications to existing traffic signals, lighting and electrical systems, combinations or units thereof, including but not limited to foundations, poles, mast arms, conduit, cable, pull boxes, signal heads, signal indications, pedestrian signal system, inductive loop detectors, emergency pre-emption system, cabinet, controller, service, battery back-up system, luminaires, trenching, boring, restoring curb, sidewalk, landscaping, pavement associated with conduit work, and appurtenances damaged or destroyed during construction, and salvaging existing materials as shown and specified on sheets E-1 and E-2 of the plans, as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

The contract lump sum price paid for “Modifications to Traffic Signal and Electrical Systems @ Railroad Ave/Route 4 EB Ramps” includes full compensation for furnishing all labor, materials including hardware, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new, or making modifications to existing traffic signals, lighting and electrical systems, combinations or units thereof, including but not limited to foundations, poles, mast arms, conduit, cable, pull boxes, signal heads, signal indications, pedestrian signal system, inductive loop detectors, emergency pre-emption system, cabinet, controller, service, battery back-up system, luminaires, trenching, boring, restoring curb, sidewalk, landscaping, pavement associated with conduit work, and appurtenances damaged or destroyed during construction, and salvaging existing materials as shown and specified on sheets E-3 and E-4 of the plans, as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

The contract lump sum price paid for “Traffic Signal Modifications @ Railroad Ave/California Ave” includes full compensation for furnishing all labor, materials including hardware, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new, or making modifications to existing traffic signals, lighting and electrical systems, combinations or units thereof, including but not limited to foundations, poles, mast arms, conduit, cable, pull boxes, signal heads, signal indications, pedestrian signal system, inductive loop detectors, emergency pre-emption system, cabinet, controller, service, battery back-up system, luminaires, trenching, boring, restoring curb, sidewalk, landscaping, pavement associated with conduit work, and appurtenances damaged or destroyed during construction, and salvaging existing materials as shown and specified on E-5 and E-6 of the plans, as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

The contract lump sum price paid for “Traffic Signal Modifications @ Railroad Ave/Civic Ave” includes full compensation for furnishing all labor, materials including hardware, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new, or making modifications to existing traffic signals, lighting and electrical systems, combinations or units thereof, including but not limited to foundations, poles, mast arms, conduit, cable, pull boxes, signal heads, signal indications, pedestrian signal system, inductive loop detectors, emergency pre-emption system, cabinet, controller, service, battery back-up system, luminaires, trenching, boring, restoring curb, sidewalk, landscaping, pavement associated with conduit work, and appurtenances damaged or destroyed during construction, and salvaging existing materials as shown and specified on E-7 and E-8 of the plans, as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

The contract lump sum price paid for “Modifications to Traffic Signal and Electrical Systems @ California Ave/Harbor St” includes full compensation for furnishing all labor, materials including hardware, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new, or making modifications to existing traffic signals, lighting and electrical systems, combinations or units thereof, including but not limited to foundations, poles, mast arms, conduit, cable, pull boxes, signal heads, signal indications, pedestrian signal system, inductive loop detectors, emergency pre-emption system, cabinet, controller, service, battery back-up system, luminaires, trenching, boring, restoring curb, sidewalk, landscaping, pavement associated with conduit work, and appurtenances damaged or

destroyed during construction, and salvaging existing materials as shown and specified on the plans, as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

**Appendix A**  
**LAPM Exhibits 15-G and Exhibit 15-H**



### 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. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>	
22. Local Agency Contract Number:	_____		%
23. Federal-Aid Project Number:	_____		
24. Bid Opening Date:	_____		
25. Contract Award Date:	_____		
26. Award Amount:	_____	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.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	_____	28. Date	_____
29. Local Agency Representative's Name	_____	30. Phone	_____
31. Local Agency Representative's Title	_____	17. Preparer's Signature	_____
		18. Date	_____
		19. Preparer's Name	_____
		20. Phone	_____
		21. 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.

**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 Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 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. NAICS or Work Category Codes** - Enter [NAICS or Work Category Codes from the California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. 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.
- 15. 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.
- 16. 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).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. 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.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. 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 \_\_\_\_\_ 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) calendar 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

- 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:

**Appendix B**  
**Required Federal-Aid Contract**  
**Language (Exhibit 12-G)**

**EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

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<b>A. Nondiscrimination Statement</b> .....	<b>3</b>
<b>B. Contract Assurance</b> .....	<b>3</b>
<b>C. Prompt Progress Payment</b> .....	<b>3</b>
<b>D. Prompt Payment of Withheld Funds to Subcontractors</b> .....	<b>3</b>
<b>E. Termination and Replacement of DBE Subcontractors</b> .....	<b>4</b>
<b>F. Commitment and Utilization</b> .....	<b>6</b>
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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall 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 contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.



- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **B. Contract Assurance**

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 26 in the award and administration of federal-aid 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

#### **C. Prompt Progress Payment**

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

#### **D. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may 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 Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 3:** 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 all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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.

#### **E. Termination and Replacement of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

##### Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

#### Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

#### **F. Commitment and Utilization**

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and 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.

### **G. Running Tally of Attainments**

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

### **H. Commercially Useful Function**

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

## **I. Use of Joint Checks**

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier



A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

## **2. BID OPENING**

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

## **3. 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.

## **4. CONTRACT AWARD**

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

## **5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

## **6. CHANGED CONDITIONS**

### **A. Differing Site Conditions**

1. 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.
2. 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.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. 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.]*

### **B. Suspensions of Work Ordered by the Engineer**

1. 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 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. 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.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. 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.

### C. Significant Changes in the Character of Work

1. 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.
2. 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.
3. 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.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - 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
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of \_\_\_\_\_ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County \_\_\_\_\_ the sum of \$ \_\_\_\_\_ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

### Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

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

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. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.



**Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

**Construction Materials**

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products [such as:](#)
  - [2.1 Polyvinylchloride](#)
  - [2.2 Composite Building Materials](#)
3. Glass
4. [Fiber optic cable \(including drop cable\)](#)
5. [Optical fiber](#)
6. Lumber
7. [Engineered wood](#)
8. Drywall

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

**Waivers**

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

**9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contractor.

## 11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]*

*[The current version of Form FHWA-1273 is accessible at FHWA's website:  
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

## 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	19.6
	CA Santa Clara, CA 7485 Santa Cruz, CA	14.9
	CA Santa Cruz 7500 Santa Rosa	9.1
	CA Sonoma 8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano 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 CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1
		14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

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 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**

*[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.*

*Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]*

**APPENDIX A**

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 recipient 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 recipient or 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 recipient 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 recipient 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 recipient 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.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such



- programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Federal Trainee Program Special Provisions  
(to be used when applicable)**14. 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 [shown on the Notice of Bidders](#).

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 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

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

## **15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

**Appendix C**  
**PSA/PLA Agreement**

# PROJECT STABILIZATION AGREEMENT

## FORTHE CITY OF PITTSBURG

### INTRODUCTION/FINDINGS

This Project Stabilization Agreement is entered into this 15<sup>th</sup> day of OCTOBER, 2018, by and between the City of Pittsburg (hereinafter, the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "**Agreement To Be Bound**" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Pittsburg through the use of skilled labor resulting in quality construction outcomes, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the City to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions and the Contractor/Employers would be best served if the construction work proceeded in an orderly

manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this agreement is to avoid the tensions that might arise on the Project if Union and nonunion workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws; and

WHEREAS, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Project.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS**

1.1 “Agreement” means this Project Stabilization Agreement (“PSA”).

1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Addendum A) which shall be executed by each and every Contractor(s)/Employer(s) as a condition of performing Project Work.

1.3 “City” means the City of Pittsburg and its City Council or any City-authorized individual.

1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract. For this definition of “Completion,” “Final Acceptance” shall mean that point in time at which the City has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents, the City has executed a written acceptance of the work, and a Notice of Completion has been filed.

1.5 “Construction Contract” means the public works or improvement contract(s) awarded by the City (including by design bid, design build, lease leaseback or other contracts under which Covered Work is performed) that are necessary to complete the Project.

1.6 “Contractor/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise, and their successors and assigns, that enters into contract with the City (whether by design bid, design build, lease leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement, and any of its contractors or subcontractors of any tier.

1.7 “Council” means the Contra Costa County Building & Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” or “Master Labor Agreement” means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be made available to the City upon request.

1.9 “Project” means a City construction project funded in whole or in part with City of Pittsburg funds where the engineer’s estimate or bid amount exceeds one million dollars (\$1,000,000), excluding those Projects set forth in the Side Letter executed concurrently with this Agreement. All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value. Projects outside of the above definition may require a Project Stabilization Agreement if passed by the City of Pittsburg City Council by a majority vote. The City, through its City Council, and the Council may mutually agree in writing to add additional components to the Project’s Scope of Work to be covered under this PSA. The term “Project” applies to all projects as defined in this section, whether used in the singular or plural herein.

1.10 “Project Manager” means the person or business entity designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the Contra Costa Building and Construction Trades Council, AFL-CIO (“the Council”) and its affiliated Unions signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

2.1 Parties: This Agreement shall apply and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), the City, the Council and its affiliated Unions signatory to this Agreement.

2.2 Applicability: The Agreement shall govern all Construction Contracts awarded on City Projects. For the purposes of this Agreement, the Construction Contract shall be considered complete as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, punch list work, or modifications as required under the original Construction Contract with the City, or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of



buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, commissioning performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project that are under a Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication, necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil, or other fill or similar material that is incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.4 Exclusions

2.4.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are not included in the Project.

2.4.2 The Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Collective Bargaining Agreements), staff engineers or other professional engineers, administrative, management, office and clerical employees.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 The Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to any construction project outside the City's jurisdiction performed jointly with another public entity, where the City is not bidding the project.

2.5 Award of Contracts: It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing **the Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a precondition of accepting an award of a construction subcontract to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the

rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference and which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

#### ARTICLE IV

#### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, AND LOCKOUTS**

4.1 The Unions, City and Contractor(s)/Employer(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will

not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is

available, then a selection shall be made pursuant to the procedure in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party (the City for a strike violation, the applicable Union(s) and trust fund(s) on behalf of the affected workers for a lockout violation) as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued

under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

## **ARTICLE V**

### **PRE-CONSTRUCTION CONFERENCE**

5.1 Timing: The General Contractor, after conferring with the Council, shall convene and conduct a pre-job conference with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, and the Unions, at a location mutually agreeable to the parties at least twenty-one (21) calendar days prior to:

- (a) The commencement of any Project Work, and
- (b) The commencement of Project Work on each subsequently awarded construction contract or phase.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and City may attend at their discretion.

5.3 Pre-Job Conference. The pre-job conference will consist of:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of the PLA are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction of a Project.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE VII**  
**UNION SECURITY**

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 Contractor/Employer shall be responsible to ensure that all employees who are employed by the Contractor/Employer(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for Union membership in the applicable local Union which is signatory to this Agreement and shall stay current with such working dues and fees for the duration of work on the Project. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local Union.

7.3 Authorized representatives of the Unions shall give notice to a supervisor to access the Projects whenever work covered by this Agreement is being or will be performed on the Project.



**ARTICLE VIII**  
**REFERRAL**

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s), (unless covered by an existing Master Agreement).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 **Local Hire:** It is in the interest of the parties to this Agreement to facilitate employment of City of Pittsburg and Local Area residents and to use resources in the Local Area in construction of the Project. The "Local Area" shall be defined as the communities of Pittsburg and Contra Costa County to be served by the Project. It is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project be worked by residents of the Local Area. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the contractor. The Parties to this Agreement support the development of increased numbers of skilled construction workers from the Local Area. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

**ARTICLE IX**  
**WAGES AND BENEFITS**

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate signatory Unions.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractors/Employers agree to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Master Agreement.

**ARTICLE X**  
**APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as

is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

10.3 Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE XI**  
**HELMETS TO HARDHATS**

11.1 The Contractor/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree(s) to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

**ARTICLE XII**  
**COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/Employer(s) on the Project. The City shall monitor and enforce compliance with prevailing wage requirements of the state only to the extent required by law, and Contractors/Employers' compliance with this Agreement.

**ARTICLE XIII**  
**EMPLOYEE GRIEVANCE PROCEDURE**

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

**ARTICLE XIV**  
**GRIEVANCE ARBITRATION PROCEDURE**

14.1 Project Labor Disputes: All project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedures set forth herein.

14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more

than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be mutually agreed upon by the parties. If the parties cannot mutually agree, an arbitrator shall be selected by the alternate striking method from a list of four (4). Each party shall provide two (2) arbitrators for the list at the time of arbitration. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

14.3 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing

unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

14.4 The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.5 Retention: To the extent allowed by applicable law, at the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

14.6 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## ARTICLE XV

### WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the

Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

15.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

16.1 Consistent with the Master Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE XVII**  
**DRUG & ALCOHOL TESTING**

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.



**ARTICLE XIX**  
**AMENDMENT/COUNTERPARTS/AUTHORITY**

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Council and Unions to be effective.

19.2 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.4 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**ARTICLE XX**  
**TERM**

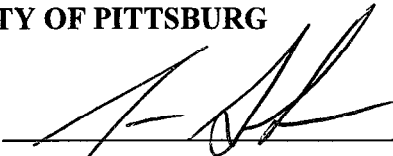
20.1 The Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitation, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract for the Project.

20.2 This Agreement shall become effective on the latter day executed by the City or by the Council and shall remain in effect until Completion of each Project in accordance with Sections 1.4 and 2.2.

20.3 This Agreement shall remain in full force and effect for a period of five (5) years from the date it is entered into. Prior to the five (5) year anniversary of the effective date, the City and the Council shall meet and confer regarding their experience with Projects covered by the Agreement, and shall discuss whether to modify the Agreement or extend the Agreement for

an additional term. This Agreement shall remain in effect pending the parties' meet and confer efforts. No term extension or any substantive change to this agreement will be effective unless agreed to by the Council and approved by City Council.

**CITY OF PITTSBURG**


By   
City Manager

Date 10/31/18

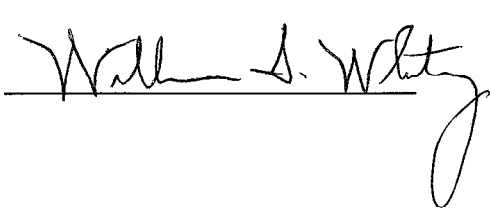
Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

**CONTRA COSTA BUILDING AND  
CONSTRUCTION TRADES COUNCIL (COUNCIL)**

By   
Date 10/31/2018

  
Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of  
Laborers, for itself and its affiliated Local  
Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical  
Workers Local #302

District Council #16, Painters and Allied  
Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional  
Council, for itself and its affiliated Local  
Unions

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Asbestos Workers Local #16



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Boilermakers Local #549

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Bricklayers Local #3

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Elevator Constructors Local #8

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Teamsters Local #315

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Roofers and Waterproofers Local #81

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Iron Workers Local #378

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Northern California District Council of Laborers, for itself and its affiliated Local Unions

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Cement Masons Local #300

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International Brotherhood of Electrical Workers Local #302

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Plasterers Local #66

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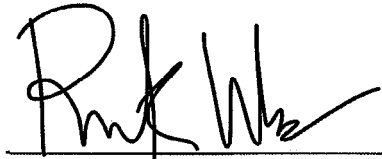
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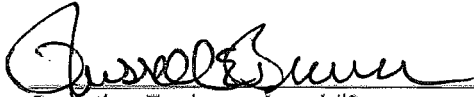
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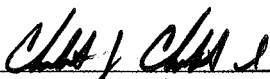
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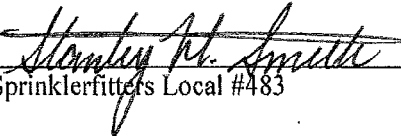
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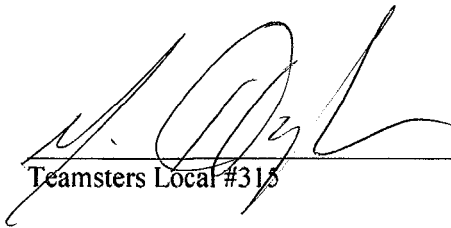
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*Donald Ziegler*  
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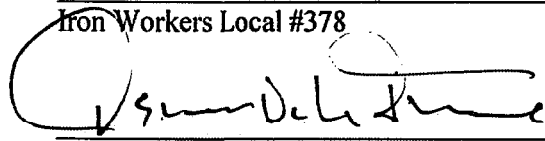
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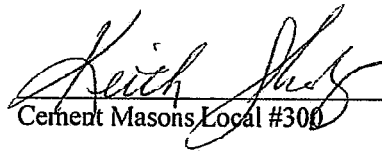
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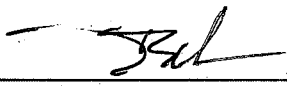
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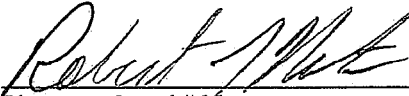
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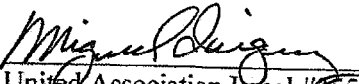
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**ADDENDUM A**  
**AGREEMENT TO BE BOUND**

[Addressee]  
[Address]  
[City and State]

Re: City of Pittsburg Project Labor Agreement.

Dear Mr. /Ms. \_\_\_\_\_ :

The undersigned party confirms that it agrees to be a party to and bound by the City of Pittsburg Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the City of Pittsburg Project Stabilization Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter. However, the undersigned agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) so requires.

Contractor/Subcontractor: \_\_\_\_\_

Project Contract Number: \_\_\_\_\_

California State License Number:  
or Motor Carrier (CA) Permit Number: \_\_\_\_\_

Name and Signature of Authorized Person: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

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

Address and Telephone Number: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

**Appendix D**  
**Davis Bacon Prevailing Wages**

"General Decision Number: CA20230018 10/20/2023

Superseded General Decision Number: CA20220018

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed

on this wage determination,  
if it is higher) for all  
hours spent performing on  
that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023
21	09/01/2023
22	09/08/2023
23	09/22/2023
24	09/29/2023
25	10/06/2023
26	10/20/2023

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 FRANCISCO, 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

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ASBE0016-008 02/01/2023

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, STANISLAUS, & 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.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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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

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BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

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BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

-----  
BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 47.88	23.29
( 7) San Francisco, San Mateo.....	\$ 53.69	26.03
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 53.61	23.81
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 50.78	25.42

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BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-011 04/01/2022

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.....	\$ 33.86	17.54
Area 2.....	\$ 30.90	17.67
Area 3.....	\$ 29.89	16.80
Tile Layer		
Area 1.....	\$ 55.41	20.50
Area 2.....	\$ 50.66	20.40
Area 3.....	\$ 45.76	19.92

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 CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

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 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.

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CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

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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

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 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

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 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

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 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

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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

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CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

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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

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CARP0405-002 07/01/2021

San Benito 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

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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

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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

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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

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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
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 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

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 ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.43	3%+23.15
Technician.....	\$ 55.69	3%+23.15

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.

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ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 88.25	3%+42.315

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ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	28.09

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ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 47.80	24.08

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

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

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

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

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

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

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 ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 60.91	29.43
Zone B.....	\$ 67.00	29.61

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

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ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

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

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

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ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

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ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
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Sound & Communications

Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

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

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

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 ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 95.65	44.42
ELECTRICIAN.....	\$ 83.17	44.045

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.

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 ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.435
Technician.....	\$ 58.86	25.666

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

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

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 ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 80.73	3%+42.87
ELECTRICIAN.....	\$ 70.20	3%+42.87

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 ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work.....	\$ 46.67	7.75%+25.88
(2) All other work.....	\$ 44.45	7.75%+25.88

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 ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+23.90
Technician.....	\$ 58.86	3%+23.90

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

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

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 ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+23.90
Technician.....	\$ 47.01	3%+23.90

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

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

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

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 ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88

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 ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.44
Technician.....	\$ 58.86	25.67

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which



involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

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 ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 43.98	23.97

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

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

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(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

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ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 77.61	37.335+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.

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ENGI0003-001 06/28/2023

""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.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

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.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 56.72	31.03
GROUP 1-A.....	\$ 59.19	31.03
GROUP 2.....	\$ 55.46	31.03
GROUP 3.....	\$ 54.13	31.03
GROUP 4.....	\$ 52.99	31.03
GROUP 5.....	\$ 51.85	31.03

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 constuction 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

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#### ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

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;

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#### PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine



operator; Motorman

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

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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

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ENGI0003-008 08/01/2023

Rates

Fringes

Dredging: (DREDGING:  
 CLAMSHELL & DIPPER DREDGING;  
 HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55

AREA 2:

(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 50.57	37.55

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

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 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: Reaminder

TEHAMA COUNTY:  
Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 49.88	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 50.38	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0433-005 01/01/2023

REMAINING COUNTIES



	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 36.50	28.34
Area 2.....	\$ 35.50	28.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or

from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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 LAB00073-002 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 35.01	25.49
Traffic Control Person I....	\$ 35.31	25.49
Traffic Control Person II...	\$ 32.81	25.49

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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 LAB00073-003 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

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 LAB00073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB0073-007 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 (GUNITE)		
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.

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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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00073-009 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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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.

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LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LAB00261-011 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 36.05	27.12

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.  
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LAB00261-014 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

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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.

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LAB00270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

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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
(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.

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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".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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 (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
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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun;

Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00270-011 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.23	29.59

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 35.29	25.21

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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.

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LAB00294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;



Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold:	\$1.00 per hour additional.	

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LAB00294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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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.

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LAB00304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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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 (GUNITING - 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.

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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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS



GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00304-005 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 36.05	27.12

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.

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LAB00304-008 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

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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.

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LAB00324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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

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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 (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

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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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

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CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 36.05	27.12

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.

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LAB00324-018 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

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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.

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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 nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB01130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

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LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , 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.....	\$ 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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB01130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold:	\$1.00 per hour additional.	

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LAB01130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
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LABORER (Plaster Tender).....\$ 38.02                    28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-001 01/01/2023

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

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

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

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PAIN0016-003 07/01/2023

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

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 60.41	31.34
AREA 2.....	\$ 56.28	29.94

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PAIN0016-012 01/01/2023

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

-----  
PAIN0016-015 01/01/2023

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 38.23	22.05

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.

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PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 51.04	27.28

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PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

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PAIN0169-005 01/01/2023

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

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

-----  
PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 34.49	21.80
Drywall Finisher/Taper.....	\$ 35.74	21.80

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

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PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		

Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

-----  
PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

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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 Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

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PLAS0300-005 07/01/2016



	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

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PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 82.00	48.18

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PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

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PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.00	40.10

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PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 63.33	46.64
(2) All other work.....	\$ 62.12	45.24

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PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.95	38.59

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\* 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

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\* PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER CONTRA COSTA COUNTY.....	\$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER ALAMEDA COUNTY.....	\$ 74.00	47.45

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PLUM0355-004 07/01/2022

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
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55
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PLUM0393-001 07/01/2021		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63
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PLUM0442-001 07/01/2023		

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

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.90	35.64
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PLUM0467-001 07/01/2021		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 73.10	38.61
-----		
ROOF0027-002 01/01/2023		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 52.43	22.19
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ROOF0081-001 08/01/2023		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 52.47	22.31
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ROOF0081-004 08/01/2023		

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

	Rates	Fringes
ROOFER.....	\$ 46.73	21.36
-----		
ROOF0095-002 08/01/2023		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 57.17	21.51
Journeyman.....	\$ 53.17	21.51
Kettle person (2 kettles)...	\$ 55.17	21.51
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SFCA0483-001 08/01/2023		

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 75.09	37.95
-----		
SFCA0669-011 04/01/2023		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.32	27.25
-----		
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 07/01/2022		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

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); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tourno rocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is 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.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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

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**Appendix E**  
**Temporary Traffic Control Plan Checklist**

# **TEMPORARY TRAFFIC CONTROL PLAN (TTCP) CHECKLIST**

**No traffic control may be implemented on City streets without City approval.**

This checklist is provided to assist developers, contractors, and special event applicants in developing acceptable Temporary Traffic Control Plans (TTCP's) for encroachments onto the City right-of-way. Please refer to the California Manual of Uniform Traffic Control Devices (MUTCD), Part 6: Temporary Traffic Control, for basic information on preparing TTCP's and typical TTCP examples ([www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm)).

Contractor/Applicant is responsible for inspecting any approved traffic detour routes to insure adequate horizontal and vertical clearances are maintained from obstructions (e.g., poles and overhanging tree limbs).

## **Lane Closures**

- Except for emergencies or unless otherwise specified:
  - No lane closures will be allowed on weekdays from **6:00 AM to 8:30 AM**, or from **3:30 PM to 6:00 PM**.
  - Two or more lane closures and lane closures with reversible control will not be allowed on weekdays before **9:00 AM**, or after **3:00 PM**.
- The lane closure(s) must be limited in duration and area as practicable. Times and dates of closure must be stated on the approved TTCP.

## **Road Closures**

- Full road closures must be approved by the City Engineer and may only be used when no other types of temporary traffic control are feasible for the work involved.
- Detour routes and notification plans must be submitted to City at least two weeks in advance.
- The road closure(s) must be limited in duration and area as practicable. Times and dates of closure must be stated on the approved TTCP.

## **Construction Activity (may not apply to Special Event Permits)**

- Show the exact location of the work zone and how it is to be protected (e.g., cones, barricades, k-rail) during construction.
- Show construction schedule, work hours, and all times TTCP will be in effect.
- Include details on construction activity and equipment being used within street right-of-way. Specify how the work area will be protected at night (e.g., trench plates).
- If work is to be done in phases, submit separate TTCP's for each phase of work.
- All detour signs must be removed or covered when detour is not in effect.

## **Traffic Control Devices**

- All traffic control signs and devices shown on the TTCP must include any applicable MUTCD sign number, dimension and description.

- A Flashing Arrow Sign/Board (FAS) ***must*** be used for ***all*** lane closures on the following streets. (Include size, panel display and exact location on the TTCP).
  - Railroad Avenue/Kirker Pass Road
  - Bailey Road
  - Somersville Road
  - Loveridge Road
  - West/East Leland Road
  - Buchanan Road
  - Power Avenue
  - Harbor Street
  - North Parkside Drive
  - Willow Pass Road
  - Pittsburg-Antioch Highway
  - California Avenue
  - Century Boulevard
  - West/East Tenth Street
- Show locations of all flaggers, channelizing devices, warning lights, flag trees, and portable barriers on the TTCP. All devices must comply with California MUTCD.
- Flaggers must have formal training in proper flagging operations.

### **Traffic Signal Operation and Equipment**

- Include location of all traffic signals and traffic signal detection devices within the traffic control area.
- If special signal timing is required in the TTCP, specify **all** changes and their effects. This includes changing signal operations to flashing red, recall or fixed time.

### **Pedestrian/Bicycle Safety**

- Pedestrians and bicyclists must have a safe route to walk/ride through and/or around the work area.
- Show all pedestrian/bicycle entries, detours, paths and exits on the TTCP.
- Clearly show description and location of all traffic control devices, including fences and barricades, within the pedestrian's/bicyclists safe route to walk/ride on the TTCP.

### **Parking Restrictions**

- City approved parking restrictions must be clearly posted a minimum of 48 hours before work begins. Their implementation will be at the expense of the contractor/developer.
- All legal parking areas must be maintained. Access to legally parked vehicles' doors and storage areas must also be maintained.
- Parking restrictions must be limited in time as practicable. Restrictions may only be used when there are no other types of traffic control feasible for the work involved, or when parking demand can be reasonably accommodated.

**Please contact the Traffic Engineering Division at (925) 252-4930 for any questions related to TTCP's, including closures, detours, traffic signal operations, and temporary parking restrictions.**

**Please allow five (5) working days for the City to review the TTCP. Once the TTCP is approved it must be available for inspection on-site at all times. City may require field changes to the TTCP to maintain public safety.**

**Appendix F**  
**Construction Water Application**



## Construction Water Permit Fire Hydrant Water Meter

Fire Hydrant Meter #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Applicant/Company: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Job Site: \_\_\_\_\_ Business License #: \_\_\_\_\_

Cell/Job Site Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Meter Initial Reading: \_\_\_\_\_ Ccf Read by: \_\_\_\_\_  
*(Print Name)*

Condition Upon Issuance: \_\_\_\_\_

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

Date Returned: \_\_\_\_\_ Returned Reading: \_\_\_\_\_ Ccf

Condition Upon Return: \_\_\_\_\_

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

### Fire Hydrant Fees

(Resolution 17-13400)

	08/01/2022	01/01/2024	1/1/2025	1/1/2025	01/01/2027
<b>Monthly Fixed Charge</b>	\$330.00	\$340.00	\$360.00	\$380.00	\$485.00
<b>Usage Charge</b>	\$ 5.62 per CCF (748 gallons)	\$ 5.90 per CCF (748 gallons)	\$6.19 per CCF (748 gallons)	\$6.50 per CCF (748 gallons)	\$6.83 per CCF (748 gallons)
<b>Deposit for Meter</b>	\$ 1,200.00	(Refundable)			
<b>Application Fee</b>	\$ 35.00	(Non-refundable)			
<b>Total Deposit</b>	<b>\$ 1,235.00</b>				



# Construction Water Permit Fire Hydrant Water Meter

All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.

## **Picking Up a Hydrant Meter**

1. Obtain a Construction Water Permit – Hydrant Meter Form from Pittsburg Water on the first floor of City Hall, 65 Civic Avenue.
2. Submit this completed form and pay fees according to the table .

## **Contractor Responsibilities:**

1. All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.
2. Contractor/Applicant **is responsible** to pay monthly fixed charges and a water usage charge which will be billed once a month, and after the meter is returned to Pittsburg Water. If account becomes delinquent, Public Works may request hydrant meter to be returned until account has been paid current.
3. The contractor/Applicant **is responsible** for reporting meter readings to Pittsburg Water during the **third week of every month**. **This form** and a **picture of the register** will need to be emailed to [hydrants@pittsburgca.gov](mailto:hydrants@pittsburgca.gov). If a meter reading is not provided by the **25th of each month**, a **\$37.00** verification meter reading fee will be charged to reimburse the city for the cost
4. The contractor **is responsible** to bring the hydrant meter to the Public Works Corporation Yard to have it officially read and tested every six months At this time, the condition of the meter will be checked, to determine if repairs are needed.
5. Contractor/Applicant **is responsible** for any and all damage to the meter and is required to keep the meter and register clean and free of obstructions which may affect the operation of the meter while issued to them.
6. Meters shall not be moved to another job site or taken outside city limits. Meters must be accessible to Public Works at all times.
7. Lost, stolen or severely damaged hydrant meters may result in the loss of deposit and/or additional charges to the applicant.
8. At any point Public Works could require the meter to be tested for accuracy.

**PLEASE KEEP METERS INSIDE VEHICLES WHEN NOT IN USE. IF REGISTER ROLLS BACKWARDS EXTRA FEES MAY APPLY.**

By signing below, I have read and understand all the rules and regulations regarding my hydrant meter.

Signature: \_\_\_\_\_

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