



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

**FOR THE CONSTRUCTION OF
PROJECT #2231
WEST LELAND ROAD AND LOVERIDGE ROAD
PHASE II REHABILITATION PROJECT**

FEDERAL AID PROJECT NO.: STPL-5127(041)

PITTSBURG, CALIFORNIA

TO BE USED IN CONJUNCTION WITH:

**CITY STANDARD SPECIFICATIONS AND DETAILS
AND
STANDARD SPECIFICATIONS AND PLANS
ISSUED BY THE
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DATED 2022**

ACCEPTED FOR USE:



**JOHN SAMUELSON
PUBLIC WORKS DIRECTOR/
CITY ENGINEER**

October 2023

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APPENDIX A: CONSTRUCTION WATER METER APPLICATION

**APPENDIX B: REQUIRED CONTRACT PROVISIONS FOR
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NOTICE TO CONTRACTORS/INVITATION TO BID

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

**PROJECT #2231
WEST LELAND ROAD AND LOVERIDGE ROAD
PHASE II REHABILITATION PROJECT
Federal Aid Project No. STPL-5127(041)**

will be received by the City of Pittsburg in the Office of the City Clerk, 65 Civic Avenue, First Floor, Pittsburg, California until **2:00 p.m. on November 21, 2023** at which time they will be opened and read aloud.

The work of this contract includes, but is not limited to, pavement rehabilitation with asphalt cold planing/milling, HMA overlay, base repair, subgrade preparation, placement of geogrid and pavement mats, thermoplastic traffic striping and pavement markings, new and/or retrofitted ADA compliant curb ramps, curb, gutter, and sidewalk repair, adjustment of existing AC pavement to correct slopes within crosswalks to meet ADA requirements, adjustment of utility vaults/boxes, frames, grates, and covers to grade, replacement of traffic loop detectors, and all other work necessary for a complete project in accordance with the Plans and Specifications.

The City has an agreement with Caltrans to perform "Advanced Construction" for this project. The City has procured local funding to perform advanced construction on a portion of the Base Bid – Loveridge Road and is anticipated to receive the necessary federal funding to complete Base Bid – West Leland Road and the Bid Alternates 1 and 2.

Contractor shall plan to construct as follows:

- After award of contract and notice to proceed:
 - Base Bid - Loveridge Road (California Avenue to railroad tracks near Pittsburg/Antioch Highway intersection).
- Deferred construction until spring of 2024:
 - Base Bid – West Leland Road (Broadway Avenue to Serrano Way),
 - Bid Alternate 1 – West Leland Road (Crestview Drive to Railroad Avenue),
 - Bid Alternate 2 – West Leland Road (Serrano Way to John Henry Johnson Parkway).

If Federal Funds for this project become available prior to the spring of 2024, the contractor may choose to proceed with the full scope of work (Base Bid (awarded) and Bid Alternates 1 and 2 (if awarded) at any time, pending weather conditions.

The Disadvantaged Business Enterprise (DBE) goal is 20%.

Bids are required for the entire work described herein.

Engineer's Estimate for cost of construction is approximately \$3,750,000, for base bid and all bid alternate items.

Attention is directed to Public Contract Code § 10164 concerning the licensing of Contractors. The Contractor shall possess either a Class A General Engineering Contractor's License and/or Class C-12 Earthwork and Paving Contractors license from the time that the contract is awarded through contract acceptance. In accordance with §7059(b) of the Business and Professions Code, the City shall not award the contract to a specialty contractor whose classification constitutes less than a majority of the project. Any bidder or Contractor not so licensed may be subject to penalties as provided by law.

Project plans, specifications, special provisions, sample documents, and proposal forms for bidding this project are available from the City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, CA 94565. PDF files of the plans and special provisions are available on the City's website at <https://www.pittsburgca.gov/business/current-bidding-opportunities> :

Technical questions should be directed in writing to Gabriel Piña, Associate Engineer, City of Pittsburg, via email at 2020-07bidinfo@pittsburgca.gov .

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

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

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

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

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Pittsburg and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project, as predetermined by the United States Secretary of Labor, are set forth in this book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of this book. Future effective general prevailing wage rates which have been predetermined and are on file with the

California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements for this project. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

The Bidder for purposes of award will be the lowest responsive and responsible Bidder offering the lowest total amount of the Base Bid Items + Bid Alternate 1 in the order they are shown on the Bid Schedule, which are within available budget.

For a contract proposal to be considered valid, it must be submitted on the forms furnished by the City of Pittsburg in a sealed envelope. The envelope must be clearly marked on outside "**Bid Proposal, Project No. 2231, Bid Opening, November 21, 2023, 2:00 p.m.**".

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

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

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

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



John Samuelson Date
Public Works Director/City Engineer 10/20/23

CONTRACT SCHEDULE

**FEDERAL AID PROJECT NO. STPL-5127(041)
PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II
REHABILITATION PROJECT**

ADVERTISING	Fri.	10-20-2023
PRE-BID CONFERENCE 10:00 am at the intersection of Loveridge Road and California Avenue	Wed.	11-01-2023
BID OPENING (bids due at 3:30 PM) Civic Center, 65 Civic Avenue 1st Floor, Conference Room	Tue.	11-21-2023 2:00 PM
NOTICE OF AWARD(Tentative)	Mon.	12-18-2023
NOTICE TO PROCEED (Tentative)	Tue.	1-02-2023

CONTRACT PROPOSAL

PROPOSAL

FEDERAL AID PROJECT NO. STPL-5127(041)

PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II REHABILITATION PROJECT

NAME OF BIDDER: _____

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE () _____

FACSIMILE NO: AREA CODE () _____

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

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

**NOTICE TO CONTRACTORS/INVITATION TO BID
PROPOSAL, CONTRACT
AND SPECIAL PROVISIONS
FOR THE CONSTRUCTION OF
PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II
REHABILITATION PROJECT
FEDERAL AID PROJECT NO. STPL-5127(041)**

The project plans for work to be done are dated October, 2023 and are entitled:

PROJECT PLANS FOR

**PROJECT NO. #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II
REHABILITATION PROJECT**

FEDERAL AID PROJECT NO. STPL-5127(041)

Bids are to be submitted for the entire work. **The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount for the Base Bid + Bid Alternate 1 items shown in the Bid Schedule.**

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

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

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

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

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

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

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

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

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

BID SCHEDULE**Base Bid Items**

Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
<u>Base Bid (Loveridge Road and West Leland Road)</u>					
1	Environmental Protection	1	LS		
2	Traffic Control	1	LS		
<u>Loveridge Road (Base Bid)</u>					
3	Mobilization	1	LS		
4	Adjust Sanitary Sewer Manhole Frame and Cover to Grade (City Owned)	7	EA		
5	Adjust Storm Drain Manhole Frame and Cover to Grade (City Owned)	1	EA		
6	Adjust Water Valve Covers to Grade (City Owned)	10	EA		
7	Adjust Traffic Signal Covers to Grade (City Owned)	7	EA		
8	Cold Milling Asphalt Pavement (4-inch Depth)	14,679	SY		
9	Pavement Mat	14,679	SY		
10	Hot Mix Asphalt Pavement (4 Inches)	3,259	TON		
11	**Cold Milling Asphalt Concrete Base Repair (Additional 4-inch Depth) (Revocable Bid Item)	1,632	SY		
12	**Geogrid (Revocable Bid Item)	1,632	SY		
13	**HMA Pavement for Base Repair (Additional 4-inches) (Revocable Bid Item)	364	TON		
14	**Subgrade Preparation (Revocable Bid Item)	1,632	SY		
15	**Subgrade Over-Excavation (Revocable Bid Item)	81	SY		
16	Thermoplastic Traffic Stripe – Detail 9	3,259	LF		
17	Thermoplastic Traffic Stripe – Detail 22	175	LF		
18	Thermoplastic Traffic Stripe – Detail 24	463	LF		
19	Thermoplastic Traffic Stripe – Detail 29	1,392	LF		
20	Thermoplastic Traffic Stripe – Detail 38	895	LF		
21	Thermoplastic Traffic Stripe – Detail 39	3,568	LF		
22	Thermoplastic Traffic Stripe – Detail 39A	546	LF		
23	Thermoplastic Traffic Stripe – 6-inch White Line	477	LF		
24	Thermoplastic Traffic Stripe – 6-inch Yellow Line	258	LF		
25	Thermoplastic White Limit Line	181	LF		
26	Thermoplastic Basic Crosswalk (White or Yellow)	464	LF		

27	Thermoplastic Pavement Markings (Arrows, Words, Symbols, and Numerals; White or Yellow)	488	SF		
28	Green Pavement Markings	160	SF		
29	Blue Marker	3	EA		
30	Inductive Type D Traffic Loop Detector	9	EA		
31	Inductive Type E Traffic Loop Detector	33	EA		
32	Inductive Type D Traffic Loop Detector (Bike Lane Detection)	2	EA		
<u>West Leland Road (Base Bid)</u>					
33	Mobilization	1	LS		
34	Adjust Sanitary Sewer Manhole Frame and Cover to Grade (City Owned)	7	EA		
35	Adjust Storm Drain Manhole Frame and Cover to Grade (City Owned)	3	EA		
36	Adjust Communications Manhole Covers to Grade (AT&T Owned)	1	EA		
37	Adjust Water Valve Covers to Grade (City Owned)	49	EA		
38	Adjust Gas Valve Covers to Grade (PG&E Owned)	4	EA		
39	Adjust Monument Covers to Grade (City Owned)	11	EA		
40	Adjust Traffic Signal Covers to Grade (City Owned)	9	EA		
41	Adjust Sanitary Sewer Cleanout Covers to Grade (City Owned)	1	EA		
42	Remove and Replace PCC Standard Curb and Gutter	101	LF		
43	Remove and Replace PCC Curb Ramp	19	EA		
44	Cold Milling Asphalt Pavement (3-inch Depth)	38,095	SY		
45	Pavement Mat	38,095	SY		
46	Hot Mix Asphalt Pavement (3 Inches)	6,344	TON		
47	**Cold Milling Asphalt Concrete Base Repair (Additional 3-inch Depth) (Revocable Bid Item)	6,482	SY		
48	**Geogrid (Revocable Bid Item)	6,482	SY		
49	**HMA Pavement for Base Repair (Additional 3-inches) (Revocable Bid Item)	1,079	TON		
50	**Subgrade Preparation (Revocable Bid Item)	6,482	SY		
51	**Subgrade Over-Excavation (Revocable Bid Item)	324	SY		
52	Thermoplastic Traffic Stripe – Detail 9	9,497	LF		
53	Thermoplastic Traffic Stripe – Detail 21	500	LF		
54	Thermoplastic Traffic Stripe – Detail 22	1,252	LF		
55	Thermoplastic Traffic Stripe – Detail 29	4,413	LF		

56	Thermoplastic Traffic Stripe – Detail 38	1,103	LF		
57	Thermoplastic Traffic Stripe – Detail 39	7,604	LF		
58	Thermoplastic Traffic Stripe – Detail 39A	1,536	LF		
59	Thermoplastic White Limit Line	106	LF		
60	Thermoplastic Basic Crosswalk (White or Yellow)	1,534	LF		
61	Thermoplastic Pavement Markings (Arrows, Words, Symbols, and Numerals; White or Yellow)	812	SF		
62	Blue Marker	10	EA		
63	Inductive Type D Traffic Loop Detector	17	EA		
64	Inductive Type E Traffic Loop Detector	63	EA		
65	Inductive Type D Traffic Loop Detector (Bike Lane Detection)	4	EA		
BASE BID TOTAL ITEMS 1-65					

Bid Alternate 1					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
66	Environmental Protection	1	LS		
67	Traffic Control	1	LS		
68	Adjust Sanitary Sewer Manhole Frame and Cover to Grade (City Owned)	3	EA		
69	Adjust Storm Drain Manhole Frame and Cover to Grade (City Owned)	2	EA		
70	Adjust Communications Manhole Covers to Grade (AT&T Owned)	2	EA		
71	Adjust Water Valve Covers to Grade (City Owned)	17	EA		
72	Remove and Replace PCC Rolled Curb and Gutter	50	LF		
73	Remove and Replace PCC Curb Ramp	2	EA		
74	Cold Milling Asphalt Pavement (3-inch Depth)	9,980	SY		
75	Pavement Mat	9,980	SY		
76	Hot Mix Asphalt Pavement (3 Inches)	1,663	TON		
77	**Cold Milling Asphalt Concrete Base Repair (Additional 3-inch Depth) (Revocable Bid Item)	865	SY		
78	**Geogrid (Revocable Bid Item)	865	SY		
79	**HMA Pavement for Base Repair (Additional 3-inches) (Revocable Bid Item)	144	TON		
80	**Subgrade Preparation (Revocable Bid Item)	865	SY		
81	**Subgrade Over-Excavation (Revocable Bid Item)	43	SY		
82	Remove Pavement Markers, Striping and Markings	1	LS		
83	Thermoplastic Traffic Stripe – Detail 9	2,500	LF		
84	Thermoplastic Traffic Stripe – Detail 21	350	LF		
85	Thermoplastic Traffic Stripe – Detail 22	815	LF		
86	Thermoplastic Traffic Stripe – Detail 24	110	LF		

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87	Thermoplastic Traffic Stripe – Detail 27B	1,568	LF		
88	Thermoplastic Traffic Stripe – Detail 29	455	LF		
89	Thermoplastic Traffic Stripe – Detail 38	130	LF		
90	Thermoplastic White Limit Line	258	LF		
91	Thermoplastic Basic Crosswalk (White or Yellow)	1,354	LF		
92	Thermoplastic Pavement Markings (Arrows, Words, Symbols, and Numerals; White or Yellow)	849	SF		
93	Blue Marker	1	EA		
94	Inductive Type D Traffic Loop Detector	3	EA		
95	Inductive Type E Traffic Loop Detector	3	EA		
TOTAL Bid Alternate 1:					
TOTAL BASE BID + Bid Alternate 1					

Bid Alternate 2					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
96	Environmental Protection	1	LS		
97	Traffic Control	1	LS		
98	Adjust Sanitary Sewer Manhole Frame and Cover to Grade (City Owned)	1	EA		
99	Adjust Water Valve Covers to Grade (City Owned)	3	EA		
100	Adjust Monument Covers to Grade (City Owned)	2	EA		
101	Adjust Traffic Signal Covers to Grade (City Owned)	2	EA		
102	Remove and Replace PCC Standard Curb and Gutter	16	LF		
103	Remove and Replace PCC Sidewalk	165	SF		
104	Remove and Replace PCC Curb Ramp	3	EA		
105	Cold Milling Asphalt Pavement (3-inch Depth)	6,260	SY		
106	Pavement Mat	6,260	SY		
107	Hot Mix Asphalt Pavement (3 Inches)	1,043	TON		
108	**Cold Milling Asphalt Concrete Base Repair (Additional 3-inch Depth) (Revocable Bid Item)	988	SY		
109	**Geogrid (Revocable Bid Item)	988	SY		
110	**HMA Pavement for Base Repair (Additional 3-inches) (Revocable Bid Item)	165	TON		
111	**Subgrade Preparation (Revocable Bid Item)	988	SY		
112	**Subgrade Over-Excavation (Revocable Bid Item)	49	SY		
113	Thermoplastic Traffic Stripe – Detail 9	1,600	LF		
114	Thermoplastic Traffic Stripe – Detail 21	100	LF		
115	Thermoplastic Traffic Stripe – Detail 22	378	LF		
116	Thermoplastic Traffic Stripe – Detail 29	322	LF		
117	Thermoplastic Traffic Stripe – Detail 32	83	LF		
118	Thermoplastic Traffic Stripe – Detail 38	235	LF		
119	Thermoplastic Traffic Stripe – Detail 39	1,255	LF		
120	Thermoplastic Traffic Stripe – Detail 39A	240	LF		
121	Thermoplastic White Limit Line	28	LF		
122	Thermoplastic Basic Crosswalk (White or Yellow)	329	LF		

123	Thermoplastic Pavement Markings (Arrows, Words, Symbols, and Numerals; White or Yellow)	164	SF		
124	Inductive Type D Traffic Loop Detector	6	EA		
125	Inductive Type E Traffic Loop Detector	16	EA		
126	Inductive Type D Traffic Loop Detector (Bike Lane Detection)	2	EA		
TOTAL Bid Alternate 2:					
TOTAL BASE BID + Bid Alternate 1 + Bid Alternate 2					

**** = Revocable Bid Item**

The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount of the sum of the Base Bid Items + Bid Alternate 1 in the order they are shown on the Bid Schedule, which are within available budget.

PROPOSED SUBCONTRACTORS STATEMENT

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

Bid Due Date: _____

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

***Firm Name**

***Mailing Address**

***City/State/Zip**

Phone Number Fax

Class License No.

***Portion of Work**

***Dollar Amount or Percentage**

*** indicates required information**

(Attach Additional Sheets, If Necessary)

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

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

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

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

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

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

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

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

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

PROPOSED MAJOR EQUIPMENT & MATERIAL MANUFACTURERS STATEMENT

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

_____ Supplier/Manufacturer	_____ Supplier/Manufacturer
_____ Mailing Address	_____ Mailing Address
_____ City/State/Zip	_____ City/State/Zip
_____ Equipment/Material	_____ Equipment/Material
_____ Supplier/Manufacturer	_____ Supplier/Manufacturer
_____ Mailing Address	_____ Mailing Address
_____ City/State/Zip	_____ City/State/Zip
_____ Equipment/Material	_____ Equipment/Material
_____ Supplier/Manufacturer	_____ Supplier/Manufacturer
_____ Mailing Address	_____ Mailing Address
_____ City/State/Zip	_____ City/State/Zip
_____ Equipment/Material	_____ Equipment/Material
_____ Supplier/Manufacturer	_____ Supplier/Manufacturer
_____ Mailing Address	_____ Mailing Address
_____ City/State/Zip	_____ City/State/Zip
_____ Equipment/Material	_____ Equipment/Material

(Attach Additional Sheets, If Necessary)

TECHNICAL ABILITY & EXPERIENCE STATEMENT

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

(Attach Additional Sheets, If Necessary)

PERSONNEL EXPERIENCE STATEMENT

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

(Attach Additional Sheets, If Necessary)

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

YES _____ NO _____

If YES, explain the circumstances in the following space:

(Attach Additional Sheets, If Necessary)

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

NONCOLLUSION DECLARATION

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

The undersigned declares:

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

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

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

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

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

PUBLIC CONTRACT CODE**(Public Contract Code Section 10285.1 Statement)**

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

NONLOBBYING CERTIFICATION

For Federal-Aid Contracts

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

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

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

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

Instructions for Completing Exhibit 10-Q Disclosure of Lobbying Activities

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

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

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

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

BIDDER'S STATEMENTS

Inspection of Site Statement

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

General Prevailing Wage Rates Statement

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

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

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

Workmen's Compensation Insurance Statement

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

City Business License Statement

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

Contractor Registration with Department of Industrial Relations

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

Standard Specifications & Plans Statement

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

SIGNATURE OF BIDDER

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

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

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

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

License No. _____ Classification(s) _____

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

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

Date: _____

SIGN HERE>>>>>

Signature

Print Name

Title

BID BOND**(TO ACCOMPANY PROPOSAL)****PROJECT 2231****Federal Aid Project No. STPL-5127 (041)****WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II REHABILITATION PROJECT****KNOW ALL MEN BY THESE PRESENT:**

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

THE CONDITION OF THIS OBLIGATION IS SUCH;

That PRINCIPAL has submitted a bid proposal to the City of Pittsburg, to be opened in the Office of the City Clerk, 65 Civic Avenue, Pittsburg, California at **2:00 p.m. on Tuesday, November 21, 2023** for construction of **FEDERAL AID PROJECT No. STPL-5127(041) PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II REHABILITATION PROJECT.**

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

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

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

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

_____ day of _____, 2023.

PRINCIPAL:

SURETY:

BUSINESS MAILING ADDRESS:

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

SAMPLE CONTRACT DOCUMENTS

Certified Mail

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

(Date)

NOTICE OF AWARD

(_____ Inside Address _____)

Re: Federal Aid Project No. STPL-5127(041) PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II REHABILITATION PROJECT

Dear _____:

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

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

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

A pre-construction meeting has been scheduled for _____, 2023, at _____ at the Civic Center, 65 Civic Avenue, Pittsburg, California, in the 1st Floor Conference Room.

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

Sincerely,

John Samuelson, P.E.
Public Works Director/City Engineer

AGREEMENT CONTRACT

This public works contract ("Contract") is entered into by and between the City of Pittsburgh ("City") and _____ ("Contractor"), for work on the West Leland Road and Loveridge Road Phase II Rehabilitation 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: _____

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:

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.

PROJECT #2231, WEST LELAND RD AND LOVERIDGE RD PH II REHAB PROJECT

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.

Time for Completion. Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 125 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:

Engineering
65 Civic Ave.
Pittsburg, CA, 94565
Attn: Gabriel Piña, Associate Engineer
gpina@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.]

PROJECT #2231, WEST LELAND RD AND LOVERIDGE RD PH II REHAB PROJECT

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: _____

Attest:

s/ _____

Name, Title

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

CONTRACT BOND**(COMBINED FAITHFUL PERFORMANCE AND LABOR & MATERIALS)**

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

The condition of this obligation is such that the Principal has entered into an Agreement with the City of Pittsburg, dated _____ for which the Principal agrees to complete certain work and to warranty and repair for a period of one year after City acceptance of the completion of the work in accordance with the Contract Plans and Specifications for **FEDERAL AID PROJECT NO. STPL-5127(041), PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II REHABILITATION PROJECT.**

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

Should Principal fail to:

1. Perform all of the items required by the terms and conditions of the Plans and Specifications for **FEDERAL AID PROJECT NO. STPL-5127(041), PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II REHABILITATION PROJECT;** or
2. Pay for any materials, provisions or other supplies used in or about the performance of the work, or for any work or labor of any kind, or for amounts due under the Employment Insurance Act with respect to labor or work; or
3. Correct and repair the work for a period of one year from the date of City of Pittsburg acceptance of the work as complete; or
4. Comply with any Federal, State or Local regulation;

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

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

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

Any alteration to the Contract Plans or Specifications for the work will not operate to relieve the Surety from the Liability of this Bond. Surety consents to any such alteration

without further notice or consent and waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

Signed and Executed This ____ Day of _____, 2023

PRINCIPAL:

SURETY:

Name and Title

Name and Title

Address: _____

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

Attach Notary Acknowledgment.

NOTICE TO PROCEED

CERTIFIED MAIL

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

(Date)

(Inside Address)

**Re: Notice to Proceed
FEDERAL AID PROJECT NO. STPL-5127(041)
PROJECT #2231, WEST LELAND ROAD AND LOVERIDGE ROAD PHASE II
REHABILITATION PROJECT.**

Dear _____:

Enclosed, please find your fully executed original copy of the contract for the above referenced project dated _____. You are hereby notified that the contract time will commence ten (10) working days from the date of your receipt of this "Notice to Proceed" and that all work is to be completed within ONE HUNDRED TWENTY FIVE (125) calendar days.

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

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

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

Sincerely,

John Samuelson, P.E.
Public Works Director/City Engineer

Enclosures:

CONTRACT CHANGE ORDER

City of Pittsburgh
Development Services Department

Contract Change Order No. _____

Contract No. _____ Title: _____

Contractor: _____

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

Justification for Change:

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

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

CONTRACT COMPLETION DATE

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

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

STAFF RECOMMENDATION

Project Engineer Date

City Engineer Date

CHANGE ORDER APPROVAL

CITY

CONTRACTOR

City Manager Date

Authorized Agent Date

Title:

CERTIFICATES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

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

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

Modifications to ISO form CG 20 10 11 85:

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

Signature - Authorized Representative

Address

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

FOR _____ (The City)

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED	<table style="width:100%; border: none;"> <tr> <td style="text-align: right;">COMPANIES</td> <td style="text-align: right;">BEST RATING</td> </tr> <tr> <td>COMPANY LETTER A _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER B _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER C _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER D _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER E _____</td> <td>_____</td> </tr> </table>	COMPANIES	BEST RATING	COMPANY LETTER A _____	_____	COMPANY LETTER B _____	_____	COMPANY LETTER C _____	_____	COMPANY LETTER D _____	_____	COMPANY LETTER E _____	_____
COMPANIES	BEST RATING												
COMPANY LETTER A _____	_____												
COMPANY LETTER B _____	_____												
COMPANY LETTER C _____	_____												
COMPANY LETTER D _____	_____												
COMPANY LETTER E _____	_____												

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NAME	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE _____ OCCUR OWNER'S & CONTRACTOR'S PROT. OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one Person)	\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE UNIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY UMBRELLA OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
2. The City, it's officials, employees and volunteers are added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED (CITY)	AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____
---	--

**CERTIFICATE OF INSURANCE
SPECIAL ENDORSEMENT**

SUBMIT IN DUPLICATE

FOR _____ (The City)

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

<p>PRODUCER</p> <p>TELEPHONE: _____</p>	<p>POLICY INFORMATION</p> <p>Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____</p>
<p>NAMED INSURED</p>	<p>OTHER PROVISIONS</p>
<p>CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (____) _____</p>	<p>EMPLOYERS LIABILITY LIMITS</p> <p>\$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)</p>
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> 1. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. <p>Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.</p>	
<p>ENDORSEMENT HOLDER</p>	
<p>CITY</p>	<p>AUTHORIZED REPRESENTATIVE __ Broker/Agent __ Underwriter __ Other (Specify) _____</p> <p>I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature hereon do so bind this company to this endorsement.</p> <p>Signature _____ (original signature required)</p> <p>Telephone(____) _____ Date Signed _____</p>

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR _____ (The City)

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

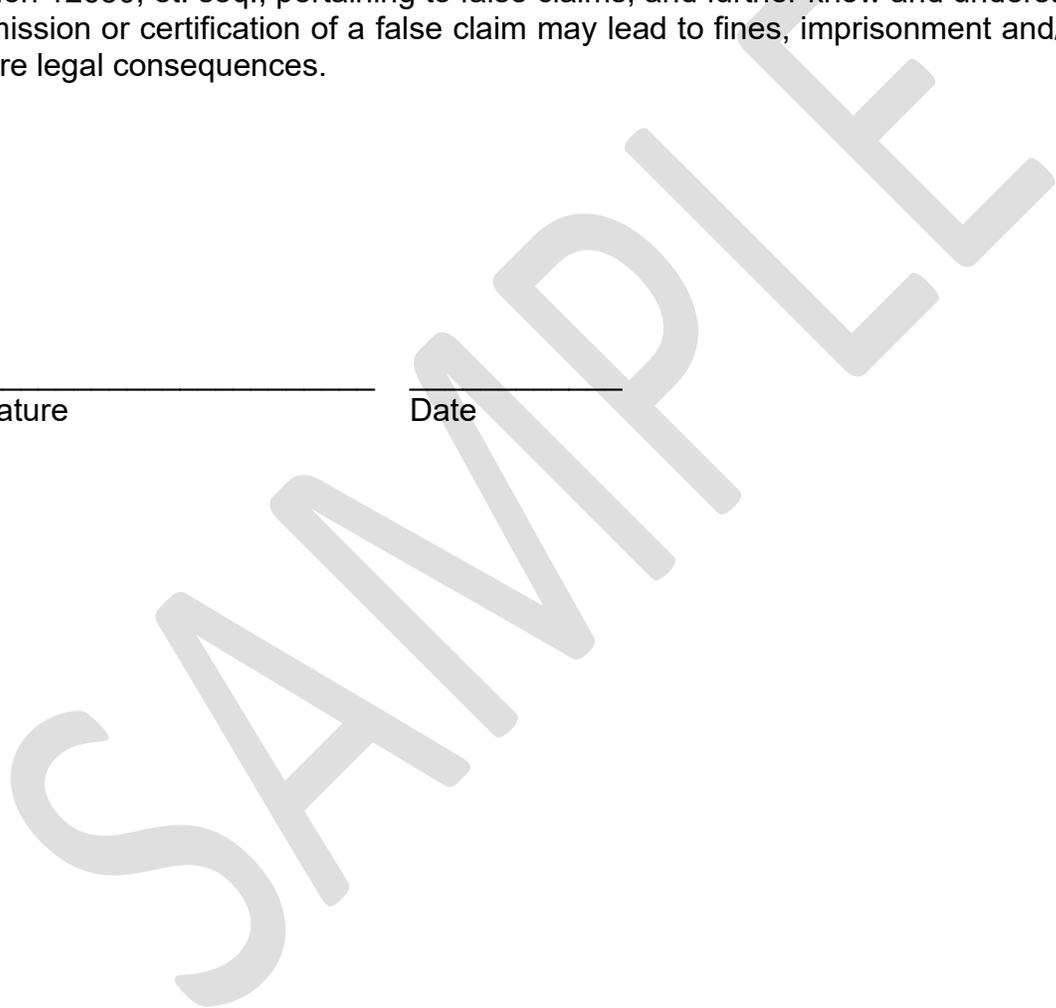
<p>PRODUCER</p> <p>TELEPHONE: _____</p>	<p>POLICY INFORMATION</p> <p>Insurance Company: _____</p> <p>Policy No.: _____</p> <p>Policy Period: (from _____ (to) _____)</p> <p>LOSS ADJUSTMENT EXPENSE</p> <p>Included in Limits _____ In Addition to Limits _____</p> <p>____ Deductible ____ Self-Insured Retention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

CERTIFICATION OF CLAIM

I, _____, being the _____ (must be an officer) of _____ (general contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the contractor believes the owner is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et. seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

Signature

Date



**CITY OF PITTSBURG
COMMUNITY DEVELOPMENT DEPARTMENT**

SPECIAL PROVISIONS

SECTION 1 - SPECIFICATIONS AND PLANS

1-1 General

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

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

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

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

Thanksgiving Holidays

Winter Holiday Closure

New Year's Day

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday

Cesar Chavez Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

- 1-1.26 Liquidated Damages** - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City of Pittsburg or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.
- 1-1.271 Owner** - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.
- 1-1.272 Miscellaneous Terms** - Whenever in the Standard Specifications or these Special Provisions the following terms and abbreviations are used, the intent and meaning shall be interpreted as provided herein.
- Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning refer to actions, expressions, and prerogatives of the Engineer.
- Where certain requirements of the Standard Specifications or these Special Provisions are described with the words shall or must as a stipulation, it is mandatory that the requirements be met.
- Where the word should is used, it is considered to be advisable, recommended but not mandatory.
- The word may means a permissive condition.
- 1-1.275 Office of Structure Design** - The Office of the City Engineer of the City of Pittsburg. When the specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to: Office of the City Engineer, 65 Civic Avenue, Pittsburg, California 94565.
- 1-1-39 State** - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.
- 1-1.40 State Contract Act** - All applicable provisions of the Public Contract Code (excluding Chapter(s) 1, 2, 3, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes.

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

1-2 Preliminary Matters

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

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

1-3 Contract Documents

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) Federal Contract Requirements ;
- (F) Technical Specifications;
- (G) Special Provisions;

- (H) Plans;
- (I) Caltrans Standard Specifications Dated 2022;
- (J) Payment and Performance Bonds;
- (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.

- END OF SECTION -

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 General

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

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

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

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

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

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

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

2-2 Federal Lobbying Restrictions

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

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

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

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

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

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

2-3 Disadvantaged Business Enterprise (DBE)

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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

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

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

a. DBE Commitment Submittal

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

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

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

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

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

b. Good Faith Efforts Submittal

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

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

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

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

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

c. Exhibit 15-G - Construction Contract DBE Commitment

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

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

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

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

Name and business address of each 1st-tier subcontractor

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

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

2-4 Female and Minority Goals

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

The nationwide goal for female utilization is 6.9%.

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

MINORITY UTILIZATION GOALS

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

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

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

2-5 Proposal Forms

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

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

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

2-6 Supplementary Information

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

2-7 Interpretations and Addenda

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

2-8 Examination of Documents and Site

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

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

2-9 Substitute and "Or-Equal" Items

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

2-10 Preparation of Bid

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

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

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

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

2-11 Obligation of Bidder

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

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

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

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

2-12 Pre-Bid Conference

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

2-13 Bid Security

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

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

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

2-14 Preparation of Bid

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

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

2-15 Submittal of Bid

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

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

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

2-16 Modification and Withdrawal of Bid

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

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

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

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

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

2-17 Bid Rigging

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3-1 General

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

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

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

3-2 Submission of DBE Information

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

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

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

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

3-3 Payee Data Record Form

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

3-4 Award of Contract

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

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

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

3-5 Evaluation of Proposal

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

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

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

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

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

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

3-6 Bidder Qualifications

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

- A. The low bid will be the Bid with the lowest total for the base bid + bid alternate 1 item(s) as determined by summing the products of the listed quantities and unit prices and the lump sum prices for each base bid item.
- B. Responsive Bidder: Means a Bidder who has submitted a Bid that conforms in all material respects to the Bidding Documents.
- C. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
 - 13. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
 - 14. A record of integrity based upon review of the "Technical Ability and Experience Statement";
 - 15. A record of successful completion defined as: completion of a project within a reasonable time and budget based upon the "Technical Ability and Experience Statement";
 - 16. Qualified legally to contract with the CITY, and;
 - 17. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
- D. The Bidder shall be licensed to do business in the State of California as a contractor in accordance with the Business and Professions Code at the time that the Contract is awarded. **The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).** The "Class" of license required is set forth in the Notice to Contractors. Questions concerning contractor licensing may be referred to the Contractors' State License Board.

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

3-7 Contract Bonds

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

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

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

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

3-8 Execution of Contract

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

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

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

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

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

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

3-9 Return of Proposal Guarantee

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

3-10 Termination of Contract

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

3-11 Title VI Assurances

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

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

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

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

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

3-12 Use of United States-Flag Vessels

The CONTRACTOR agrees-

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

SECTION 4 - SCOPE OF WORK

4-1 General

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

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

4-2 Description of Work

The work of this contract includes, but is not limited to, pavement rehabilitation with asphalt cold planing/milling, HMA overlay, base repair, subgrade preparation, placement of geogrid and pavement mats, thermoplastic traffic striping and pavement markings, new and/or retrofitted ADA compliant curb ramps, curb, gutter, and sidewalk repair, adjustment of existing AC pavement to correct slopes within crosswalks to meet ADA requirements, adjustment of utility vaults/boxes, frames, grates, and covers to grade, replacement of traffic loop detectors, and all other work necessary for a complete project in accordance with the Plans and Specifications.

SECTION 5 - CONTROL OF WORK

SECTION 5 - 1 GENERAL

5-1.1 Labor Nondiscrimination

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

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

5-1.2 Prevailing Wage

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

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

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

5-1.3 Public Safety

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

5-1.4 Inspection / Access to Site

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

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

5-1.5 Buy America Requirements

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

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

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

Production includes:

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

5-1.6 Removal of Asbestos and Hazardous Substances

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

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

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

5-1.7 Subcontractor and DBE Records

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

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

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

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

5-1.8 DBE Certification Status Change

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

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

5-1.9 Performance of Subcontractors

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

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

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

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

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

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

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

5-1.10 Subcontracting

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

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

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

Each subcontract must comply with the contract.

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

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

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

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

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

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

5-1.11 Prompt Progress Payment to Subcontractors

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

5-1.12 Prompt Payment of Funds Withheld to Subcontractors

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

5-1.13 Partnering (Not Used)

5-1.14 Differing Site Conditions

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

5-1.15 Suspensions of Work Ordered by the Engineer

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

5-1.16 Significant Changes in the Character of the Work

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

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

5-1.17 Payment

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

SECTION 5 - 2 ORDER OF WORK

5-2.1 General

Contractor shall plan to construct as follows:

- After award of contract and notice to proceed:
 - Base Bid - Loveridge Road (California Avenue to railroad tracks near Pittsburg/Antioch Highway intersection).
- Deferred construction until spring of 2024:
 - Base Bid – West Leland Road (Broadway Avenue to Serrano Way),
 - Bid Alternate 1 – West Leland Road (Crestview Drive to Railroad Avenue),
 - Bid Alternate 2 – West Leland Road (Serrano Way to John Henry Johnson Parkway).

If Federal Funds for this project become available prior to the spring of 2024, the contractor may choose to proceed with the full scope of work (Base Bid (awarded) and Bid Alternates 1 and 2 (if awarded) at any time, pending weather conditions.

- A. Contractor shall not start work until after receipt of notice to proceed, issued by the Engineer. The notice to proceed shall be in writing or emailed and deemed given when personally delivered or deposited in the mail (certified or registered) or the email is sent addressed to the Contractor.
- B. Unless otherwise provided, the Contract time shall commence upon the date of the Contractor's receipt of a written Notice to Proceed when said Notice is delivered.
- C. The Contractor shall submit a Construction Schedule to the Engineer for approval in accordance with the provisions of Section 8-7, "Construction Schedule", of these Special Provisions.
- D. Within ten (10) working days of receipt of a "Notice to Proceed", the Contractor shall submit to the Engineer for approval, all drawings, brochures or catalog sheets for all manufactured equipment, products and materials to be utilized in accordance with the requirements of these Special Provisions.
- E. Within ten (10) working days of receipt of any approved submittal, the Contractor shall submit to the Engineer, written documentation that an order for the material or equipment item has been placed and accepted and the estimated delivery date.
- F. Contractor shall plan, schedule and prosecute the Work in a manner to minimize public inconvenience; potential hazards; and to restore streets, sidewalks and other work areas to the ordinary and intended use as soon as practicable.
- G. Order of work and sequence of operations shall conform to the provisions in Section 5-1.05, "Order of Work", of the Standard Specifications and Sections 8-6, "Construction Schedule", and 015000, Article 1.5, "Stage Construction", of

these Special Provisions and the Stage Construction Diagram included in the Contract Plans.

- H. The Contractor shall perform the work in a sequential order, as specified in these Special Provisions and as approved by the Engineer. Work on any subsequent item of work or location shall not proceed until all the prior work has been completed to the satisfaction of the Engineer. Multiple tasks or work at multiple locations may be performed concurrently as approved by the Engineer.
- I. Contractor shall perform installation of signal video detection systems and lower all required utility boxes prior to cold planning the roadway.

5-2.2 Measurement and Payment

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

SECTION 5 - 3 MATERIAL AND EQUIPMENT STORAGE

5-3.1 Material and Equipment Storage

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

The Contractor shall develop a temporary construction staging area for the storage and operation of construction equipment and supplies. The staging area shall be located on a portion of paved public roadway adjacent to the project site. No staging of equipment or material will be permitted on any unpaved area or private property not designated as an approved staging area.

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

SECTION 6 - CONTROL OF MATERIALS

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

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

6-1.1 Source of Supply and Quality of Materials

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

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

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

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

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

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

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

6-1.1.1 Material and Equipment Submittals

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

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

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

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

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

Deliver each submittal under an acceptable transmittal form that identifies:

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

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

6-1.1.2 Shop Drawings, Product Data, and Samples

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

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

The Contractor shall provide the following submittals to the Engineer.

- A. Construction Site Best Management Practices (BMP's) Action Plan, Water Pollution Control Program (WPCP) and Storm Drain Inlet Protection Plan
- B. Detailed project construction schedule
- C. Proposed staging / storage area plan
- D. List of Contractor's emergency phone numbers
- E. Field supervisor's mobile phone numbers
- F. Sources of materials and locations at which the materials will be available for inspection
- G. Traffic control plans
- H. Traffic control supervisor's proof of certification
- I. Thermoplastic Striping
- J. Detector Loops
- K. $\frac{3}{4}$ inch Hot Mix Asphalt
- L. $\frac{1}{2}$ inch Hot Mix Asphalt
- M. Portland Cement Concrete
- N. Truncated Domes
- O. Tack Coat
- P. Pavement Mat, Tensar Glaspave 50
- Q. Geogrid, Tensar Triax TX130S

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

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

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

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

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

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

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

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

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

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

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

6-1.1.3 Manufacturer's Instructions

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

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

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

6-1.1.4 City's Review

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

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

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

A. City's Review Does Not Extend To:

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

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

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

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

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

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

6-1.1.5 Minor or Incidental Products and Equipment Schedules

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

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

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

6-1.3 Trade Names and Alternatives

Whenever a material, product, thing or service is specified or described by brand or trade name in the Contract Documents, the specification or description is intended to establish the type, function, appearance, and quality required. The appearance of manufacturer and product brand or trade names, details of materials or services, or product descriptions

in either the Plans or the Specifications do not constitute an endorsement of it by the Engineer or the City. Unless the specification or description contains or is followed by words reading "no like", "equivalent", or "or-equal" item or "no substitution is permitted", other items of material or equipment may be submitted to Engineer for review under the circumstances set forth in these Special Provisions.

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

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

- a. Contractor shall first make written application to Engineer for review of a proposed "or-equal" item of material or equipment that Contractor seeks to furnish or use. The application shall contain sufficient data to allow Engineer to determine that the item of material or equipment proposed is physically and functionally equal to that named. Data shall include complete dimensions, calculations, technical Specifications, samples, and published documents relating to the performance and physical characteristics of the proposed "or-equal" item. Requests for review of proposed "or-equal" items of material or equipment shall not be accepted by Engineer from anyone other than Contractor.
- b. If in Engineer's sole discretion an item of material or equipment proposed by Contractor is physically and functionally equal to that named and sufficiently similar so that no change in the related work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this, a proposed item of material or equipment will be considered physically and functionally equal to an item so named if:
 - o In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - o Contractor certifies that: (i) there is no increase in cost to the City; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Plans and Specifications.

- B. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item in accordance with paragraph A above, it may be considered as a proposed substitute item.
26. The procedure for review by Engineer will be as set forth in subparagraph 2 below, as may be supplemented in these Special Provisions and as Engineer may decide is appropriate under the circumstances.
27. Contractor shall first make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use.
- a. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified.
 - b. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of contract completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated.
 - d. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

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

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

6-1.10 Quantities

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

6-1.11 Quality Assurance

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

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

Schedule work to allow time for QAP.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 7 - 1 INSURANCE

7-1.1 Requirements

A. Insurance Requirements for Contractors

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

28. Insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

C. Minimum Limits of Insurance

Contractor shall maintain no less than:

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

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

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

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

D. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

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

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

Workers' Compensation & Employers' Liability Coverage

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

7-1.2 Personal Liability

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

SECTION 7 - 2 CLAIMS

7-2.1 Construction Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-2.2 Tort Claims

A. Indemnification

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

SECTION 7 - 3 MISCELLANEOUS LABOR REQUIREMENTS

7-3.1 Labor Code Requirements

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

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

7-3.2 Equal Opportunity and Non-Discrimination

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

SECTION 7 - 4 PROTECTION OF WORK AND PROPERTY

7-4.1 General

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

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

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

7-4.2 After Hours Emergencies

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

7-4.3 Execution

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

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

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

7-4.4 Measurement and Payment

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

SECTION 7 - 5 PERMITS AND LICENSES

7-5.1 Permits

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

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

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

- C. Construction Water Permit: The Contractor shall apply to the City Development Services Department for a hydrant meter for use in drawing water for construction uses. For the 2023 calendar year, the Contractor will be required to post a deposit of \$1,236.00 for the hydrant meter. Included in the deposit is a \$36 non-refundable administrative fee. The Contractor will be billed for construction water usage at the rate of \$5.62 per one hundred cubic feet. The Contractor will be billed for the monthly rental of the hydrant meter at the rate of \$330 per month or any fraction thereof. The Engineer shall be read the meter monthly. Upon return of the meter in good condition, amounts due for water usage and rental will be deducted from the deposit and the balance of the deposit (if any) will be refunded. Additional fees will be charged if the meter is returned in a damaged condition. The Contractor will be billed for any amounts due in excess of the deposit. The City reserves the right to require an additional amount be placed on deposit if water usage and rental exceeds the initial deposit prior to project completion.

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

7-5.2 Licenses

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

7-5.3 Compliance

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

7-5.4 Measurement and Payment

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

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

SECTION 8 - PROSECUTION AND PROGRESS

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

8-1.1 General

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

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

8-1.2 Time of Completion and Project Phasing

The work shall be diligently prosecuted to completion before the expiration of **one hundred twenty five (125) calendar days** from the date computed in accordance with these Special Provisions and the Notice to Proceed. The contract time includes completion of punchlist items.

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

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

8-1.3 Liquidated Damages

In accordance with the provisions of Government Code §53069.85, the Contractor shall pay to the City of Pittsburgh the sum of **\$5,200.00 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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

8-1.4 Working Days, Holidays and Hours of Work

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

Thanksgiving Holidays

Winter Holiday Closure

New Year's Day

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday

Cesar Chavez Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

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

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

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

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

8-1.5 Overtime Inspection

If the Contractor is granted any requests to work outside the normal working hours, weekends, or holidays, the Contractor shall pay all the resulting overtime inspection,

surveying, and testing costs incurred by the City. The Contractor shall also pay these costs for any incidental overtime (when work inadvertently extends beyond the normal working hours). These costs will be deducted from any payments due to the Contractor.

SECTION 8 - 2 UTILITIES AND PUBLIC NOTIFICATIONS

8-2.1 Existing Utilities

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

8-2.2 Notification to Utilities / Owners of Subsurface Installations

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

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

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

8-2.3 Notification of Public

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

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

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

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

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

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

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

SECTION 8 - 3 ADVICE TO CONTRACTOR ON SPECIAL CONDITIONS

8-3.1 General

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

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

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

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

8-3.2 Measurement and Payment

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

SECTION 8 - 4 COORDINATION AND COOPERATION

8-4.1 General

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

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

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

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

8-4.2 Measurement and Payment

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

SECTION 8 - 5 PROJECT MEETINGS

8-5.1 General

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

8-5.2 Compliance

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

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

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

Attendance:

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

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

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

The Contractor will be responsible for the following tasks:

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

Suggested Agenda:

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

8-5.3 Measurement and Payment

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

SECTION 8 - 6 CONSTRUCTION SCHEDULE

8-6.1 General

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

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

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

8-6.3 Schedule

The following shall also apply to the Construction Schedule:

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

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

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

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

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

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

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

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

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

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

8-6.4 Measurement and Payment

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

SECTION 8 - 7 PROJECT RECORD DOCUMENTS

8-7.1 General

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

8-7.2 Daily Reports

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

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

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

8-7.3 Execution

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

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

8-7.4 Maintenance of Documents and Samples

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

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

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

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

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

8-7.5 Recording

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

Record information concurrently with construction progress.

Plans are to be legibly marked to record actual construction:

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

Specifications and addenda - legibly mark section to record:

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

8-7.6 Submittal

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

8-7.7 Measurement and Payment

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

SECTION 8 - 8 CORRECTION AND REPAIR PERIOD

8-8.1 General

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

8-8.2 Correction and Repair

A. One Year Correction Period:

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

B. Failure to Comply Promptly:

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

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

C. Owner's Enforcement:

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

D. Correction and Repair Form:

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

8-8.3 Warranty Bond

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

8-8.4 Measurement and Payment

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

CORRECTION AND REPAIR FORM

FOR

THE CITY OF PITTSBURG

We hereby agree to carry out all such corrective action, repair or replacement of the Work under **2020-07, FEDERAL AID PROJECT NO. STPL-5127(041), PROJECT #2231, WEST LELAND RD AND LOVERIDGE RD PH II REHAB PROJECT** that we have constructed, for a period of one (1) year after the date of acceptance of the Work by the City Council of the City of Pittsburgh.

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

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

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

Contractor:

Signed:
(Authorized Representative)

Title:
(Authorized Representative)

Date:

SECTION 9 - MEASUREMENT AND PAYMENT

9-1.1 Bid Prices

The bid prices paid for the various items of work included in the Contract Proposal, shall be considered as full compensation for all labor, materials, equipment, tools, and incidentals to the items of work described to complete all items of work specified in accordance with the Contract Documents for **FEDERAL AID PROJECT NO. STPL-5127(041), PROJECT #2231, WEST LELAND RD AND LOVERIDGE RD PH II REHAB PROJECT** and no additional compensation will be allowed therefor.

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

9-1.2 Changes in Work

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

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

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

A. Progress Payments

50. For the purpose of this section:

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

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

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

52. Partial Payments and Retention

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

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

B. Final Payment

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

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

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

C. Release of Withheld Funds

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

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

9-1.4 Measurement and Payment

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

Technical Specifications

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10-1.01 MOBILIZATION

GENERAL. Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the State Standard Specifications and these Specifications. In general, mobilization shall consist of the work associated with obtaining permits, insurance, and bonds, and the moving onto the site the materials, supplies, construction area signs, restroom facilities, and equipment as required for the proper performance and completion of the work.

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

The Contractor shall ensure that adequate existing sanitation facilities are available, or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

The Contractor proposed locations for temporary restroom facilities shall be reviewed and approved by the Engineer prior to delivery and placement of the restroom facilities.

The Contractor shall provide a temporary construction staging area for the storage and operation of construction equipment and supplies. The Engineer has made no provision for a staging area to stage the Contractor's materials and equipment. The Contractor shall separately procure a staging area.

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

10-1.01A CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required, in accordance with the provisions in the State of California, Department of Transportation Manual of Uniform Traffic Control Devices (California MUTCD, Latest Version), Chapter 6F, these Technical Specifications, and as directed by the Engineer.

The Engineer shall approve all locations prior to Contractor installing signs.

Construction area sign panels shall be metal, with reflective coating, black lettering on orange background, and mounted on Type II Barricades as described in Section 12-3.10, "Barricades," in the State Standard Specifications (State Specifications). Construction area sign panels shall conform to Section 12-3.11B(3), "Portable Signs", of the State Standard Specifications. Signs shall be kept clean and in good repair.

10-1.01B PUBLIC NOTIFICATIONS

For the notification of residents and businesses, the Contractor shall prepare notices based on the Contractor's approved project progress schedule and furnish said notices to the Engineer for approval. The hours of distribution of these notices by the Contractor shall be from 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall not distribute any notices except those approved by the City.

The Contractor shall distribute these notices approximately two (2) weeks in advance of the specific date of work on any street. All residents and businesses on any portion of an affected street included within the limits of work shall receive these notices plus any additional notices during construction or as needed.

Measurement and Payment

The contract lump sum price paid for ***Bid Items 3 & 33, Mobilization*** shall include full compensation for complying with **Section 10-1.01**, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in mobilization and demobilization, including, but not limited to, furnishing all specified contract bonds and insurance certificates, public notifications, transporting equipment, providing construction area signs, providing construction staging area and sanitary restroom facilities, removing construction staging area and sanitary restroom facilities and all other work as specified in the State Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor. Partial payments for Mobilization will be made in accordance with Public Contract Code § 10264.

The cost for the Bid Item "Mobilization" shall not exceed 5% of the total bid cost.

Payment will be made as follows:

- a) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- b) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- c) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.

- d) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control" of the State Standard Specifications and these Technical Specifications. Refer to Section 3.9 of the General Requirements regarding dust, pollution control, and management of storm, surface and other waters. Contractor shall prepare and submit a BMP Plan for approval by the Engineer prior to start of construction.

Water pollution control work shall conform to the requirements in the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the project limits not specifically arranged and provided for by the City for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether

proposed, assessed, or levied against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Retention of Funds

Notwithstanding any other remedies authorized by law, the City may retain money due the Contractor under the contract, in an amount determined by the City, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved Stormwater Management Plan (SWMP) has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Manuals, or other Federal, State or local requirements, the City may retain money due the Contractor, subject to the following:

1. The City will give the Contractor seventy-two (72) hours' notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

During the first progress payment period after that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the City may retain an amount equal to twenty-five percent (25%) of the estimated value of all contract work performed on the entire contract.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the City shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

Measurement and Payment

The contract lump sum price for ***Bid Item 1, 66, & 96, Environmental Protection*** includes full compensation for complying with **Section 10-1.02**, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in the Water Pollution Control, as shown on the Plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

10-1.03 PRESERVATION OF PROPERTY

The Contractor's attention is directed to Section 5-1.36 "Property and Facility Preservation" of the State Standard Specifications. Building, fences, signs, walls, headers, curbs, gutters, sidewalks, driveways, curb ramps, pavements, hardscape, landscapes, irrigation systems, drains, utilities, and any other features which are not designated to be removed shall be protected in place. Any damage to these facilities shall be repaired by the Contractor entirely at his or her expense as directed by the Engineer.

Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor at his/ her cost. The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 15 gallons. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. The replacement specimen must be of the same species. All damaged vegetation is to be disposed of in a legal manner as required by these Specifications.

Underground irrigation systems which are damaged or removed during construction, shall be restored within 48 hours of the first destruction or removal in order to be functional. The Contractor shall be responsible for all damage to existing vegetation to remain due to lack of irrigation from broken irrigation lines. The landscaping and any other facilities shall be replaced in kind or as approved by the Engineer.

It shall be the contractor's responsibility to ascertain the location of all utilities, including drains, pipes, catch basins, manholes and monuments. The Contractor shall preserve all existing benchmarks, survey control points, reference points, and other permanent points within the project limits. Any of the aforementioned controls that are damaged will be replaced by the Contractor's licensed Land Surveyor at no cost to the City.

Additionally, the Contractor shall institute measure to preserve and protect buildings, fences, signs, hardscape, and underground utilities located adjacent to the work area. All damaged items shall be replaced in kind or as approved by the Engineer.

10-1.03A REPLACEMENT OF DAMAGED SURFACES

All concrete curbs, gutters, driveways, sidewalks, curb ramps or other surfaced areas which are broken or damaged shall be reconstructed by and at the expense of the Contractor, of the same kind of material and of the same dimensions as the original work

or as directed by the Engineer, with the minimum requirement that concrete as specified herein shall be used. Repairs shall be made by removing and replacing the entire portion between joints or scores and not by refinishing the damaged part.

10-1.03B APPEARANCE OF WORK

All work shall match the appearance of existing improvements to the satisfaction of the Engineer.

10-1.03C UTILITIES

The Contractor shall telephone Underground Service Alert (USA) at (800) 227-2600 or 811 a minimum of two working days prior to start of work so that underground facilities can be approximately located and marked on the surface by the various utilities.

The Contractor shall, prior to start of construction, excavate and pothole and determine the exact locations, both horizontally and vertically, of all utilities within the roadway in the Project area. If any utilities are in conflict with the proposed work, the Contractor shall notify the Engineer in writing of the location and elevation of the utility line that is in conflict. The Contractor shall coordinate all work, utility relocations, and utility adjustments with the Utility companies under the direction of the Engineer.

The Contractor will be allowed additional working days equal to the number of working days that the relocation of utilities delays his work. No compensation will be allowed for idle time of equipment during the utility relocation.

10-1.03D MATERIALS

Materials and quality of work shall conform to those specified by the City Standards, the State Standard Plans and Specifications, and these Specifications.

Measurement and Payment

Full compensation for complying with **Section 10-1.03** shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

10-1.04 TREE PRESERVATION, TREE AND SHRUB TRIMMING/ROOT PRUNING

If existing trees, shrubs and roots (including private trees) encroach into the public right-of-way and obstruct the Contractor's operations, the Contractor shall request approval from the Engineer and City's Arborist to trim existing trees, shrubs and roots at least five (5) working days in advance of the date of scheduled tree trimming. All tree, shrub and root trimming must have prior approval of the Engineer and City's Arborist and shall be performed by the Contractor or his subcontractor possessing a **C-27, Landscaping Contractor's License** or a **C-61, Limited Specialty Contractor's License**. A special notice pertaining to the tree and shrub trimming shall be delivered to the adjacent home or business at least five (5) working days prior to the trimming of the adjacent tree or shrub. The special notice shall be approved by the Engineer prior to delivery to the

resident or business.

Tree root pruning shall be the responsibility of the Contractor. Tree roots shall be removed to a depth of six (6) inches below subgrade. Tree roots are to be cut neatly with a saw, or shears to prevent disease to the tree. Any root three (3) inches or larger shall be brought to the attention of the Engineer and City Arborist for further instructions.

Some locations may need extensive root work. The Contractor may investigate the locations prior to bidding.

Measurement and Payment

Full compensation for complying with **Section 10-1.04** as they relate to tree preservation and tree and shrub trimming and root pruning shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

10-1.05 TRAFFIC CONTROL

Maintaining safe and efficient traffic flow through the work zone is a high priority for the City. For the purpose of this section, traffic relates to cars, trucks, buses, pedestrians, and bicycles. The traffic control described in this section shall be coordinated with other City projects. The Contractor's shall conform to Sections 7-1.03 "Public Convenience," 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the State Standard Specifications, insofar as they may apply, and these Specifications.

The bid for Traffic Control shall not exceed 5% of the total bid cost.

Traffic Control shall comply with the following:

1. Contractor shall keep a minimum of one lane open in each direction at all times during construction. Standard single lane closure on West Leland Road and Loveridge Road shall be restricted to between the hours of 8:30 A.M. and 3:30 P.M., Monday through Friday, unless allowed by the Engineer. Work area traffic control requiring the closure of multiple lanes or the detour of traffic (within signalized intersections) shall be limited to the hours of 9:00 AM and 3:00 PM and will require approval by the Engineer
2. No work is allowed on Saturday, Sunday or Holidays.
3. Night work will be allowed between the hours of 9 P.M. and 4 A.M. if approved by the Engineer.
4. During lane closure operations, a minimum of one flagman controlled and unobstructed paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic.
5. The Contractor shall provide flagman and other personnel to control traffic at all times.
6. The Contractor shall provide flashing arrow signs (FAS) at lane closures on arterial roads.
7. The Contractor shall prepare a detailed traffic control plan for the Engineer's

advance approval; no work involving traffic control may occur until the Engineer approves the Plan.

8. All signs and other warning devices (including construction and advance warning signs placed beyond the limits of work) shall be provided and maintained by the Contractor at his or her expense, and shall remain his or her property after the completion of the contract.
9. The Contractor shall provide all flaggers at his or her expense.

In addition to the above Traffic Control requirements the Contractor shall comply with the below City's Temporary Traffic Control Plan (TTCP) 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 and Contractors in developing acceptable Temporary Traffic Control Plans (TTCP's) for encroachments onto 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

(<http://www.dot.ca.gov/trafficops/camutcd/>).

Contractor 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 above:
 - 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-lane closures and lane closures with reversible control will not be allowed on weekdays before **9:00 AM**, or after **3:00 PM**.

Road Closures

- Full road closures 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.

Construction Activity

- 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

- Every roadside sign on the TTCP should include the MUTCD sign number, dimension and description.
- A Flashing Arrow Sign/Board (FAS) ***must*** be used for ***all*** lane/street closures, and for lane/street detours 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

- Flaggers should be identified where required and their position shown on the TTCP.

- Show dimensions and locations of all channelizing devices, warning lights, flag trees, and portable barriers on the TTCP. All devices must comply with California MUTCD.

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 wherever practicable.
- 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

- 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 unless signs are posted. 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, and 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, traffic signal operations, and temporary "No Parking" signs.

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. Should City staff on the job site find potential hazards with an approved TTCP, City may require changes to the TTCP to maintain safety.

10-1.05A TRAFFIC CONTROL PLAN SUBMITTAL

The Contractor shall submit a "Traffic Control Plan" in conformance with Standard Plan, "Traffic Control System For Lane Closure on Multilane Conventional Highway", showing the proposed exact location of signs, cone taper limits, and flashing arrow sign for review and acceptance by the Engineer. Lanes shall not be closed until the traffic control plan has been reviewed and accepted by the Engineer. Plan shall also be in compliance with the latest version of the MUTCD .

Contractor shall submit a "Pedestrian Traffic Control Plan" showing pedestrian detours or

diversions that complies with the latest version of the MUTCD including but not limited to Chapter 6D, Chapter 6F. Section 6F.74, Chapter 6G. Section 6G.05, and Chapter 6H, Typical Application 28 and Caltrans Pedestrian Facilities Handbook downloadable from http://www.dot.ca.gov/hq/construc/safety/Temporary_Pedestrian_Facilities_Handbook.pdf.

All traffic control plans shall be prepared by a registered civil or traffic engineer, and shall provide sufficient information and details to show typical lane closures, channelizing, proposed detours, locations and usage of flagmen, typical construction zone signing, provisions for pedestrians, etc. The traffic control plan shall show in detail the proposed staging and sequencing of the work together with the proposed traffic control system for each work task. The proposed traffic control system shall, in all respects, satisfy the requirements of these Special Provisions. The Engineer will review the proposed traffic control plan and return it to the Contractor for any necessary revisions or corrections. The Contractor shall revise and resubmit the plan to the Engineer, and this process shall be repeated, until the proposed traffic control plan is accepted by the Engineer. The Contractor will not be permitted to perform any lane closures or implement any part of the traffic control plan until it has been accepted by the Engineer.

All weather and accessible access for pedestrians shall be provided at all times in and through the construction area. When a sidewalk, driveway or curb ramp is removed, the area shall be fenced and signage provided to direct pedestrians to an alternate ADA compliant route. Pedestrians shall be routed to temporary crossing points which shall be submitted to the Engineer for review and approval.

In locations where the sidewalk, driveway or curb ramp are removed, at the end of the work day the Contractor shall provide a temporary ADA compliant sidewalk, driveway or curb ramp fabricated from an accessible surface, including wood, asphalt or metal. A temporary access plan shall be submitted to the Engineer for review and approval 10 days prior to removal of the sidewalk, driveway or curb ramp.

No demolition work shall begin without the Engineer's approval of the Traffic Control Plan.

10-1.05B ASPHALT TAPERS

The Contractor shall place hot mix asphalt tapers as described in Section 10-1.10A "Full Width Pavement Milling" of these special provisions at all vertical surfaces open to traffic (i.e. roadways, cross streets, intersections, driveways and conform limits) and at roadway utility structures. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the planed area. The temporary taper shall be removed and disposed before installation of the overlay or final lift.

10-1.05C CONSTRUCTION AREA SIGNS

Once construction starts, the Contractor shall furnish and install construction area signs to inform motorists, pedestrians, and bicyclists of work in the streets and sidewalks. These signs may include, but are not limited to, "Road Construction Ahead", "Detour Ahead",

and "Road Closed". Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control" of the State Standard Specifications and these Specifications. Construction area signs shall be metal, with reflective coating, black on orange, and securely mounted. Signs shall be kept clean and in good repair. The Contractor's traffic control plan shall show the location of the signs.

The Contractor shall be responsible for providing, placing, and installing all construction area signs. The signs shall not be installed on trees, utility poles, private property, traffic signals, or any other appurtenance, unless approved by the Engineer.

10-1.05D NO PARKING SIGNS

The Contractor's traffic control plans shall show the locations where on street parking is to be temporarily removed. If approved by the Engineer, the Contractor shall post "NO PARKING" signs along the street to be closed not less than 72 hours in advance of the time he or she wishes to commence operations. The time and date must be written on each sign that is posted. Signs must be posted no more than 50 feet apart along the area to be cleared of vehicles. Signs shall be removed upon completion of the work in any given area or when there will be a delay between types of work (underground, concrete, pavement rehabilitation, etc.).

The Contractor shall notify the Engineer after posting said "NO PARKING" signs 72 hours before the prohibition is to become effective.

10-1.05E TRAFFIC CONTROL SYSTEM

The Contractor shall implement the traffic control system as approved by the Engineer. If warranted by field conditions, the Contractor shall adjust the system as directed by the Engineer. The Contractor shall provide and implement all traffic handling devices and equipment as described in Sections 12-3 "Temporary Traffic Control Devices" and 12-4 "Maintaining Traffic" of the State Standard Specifications.

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 the component to its original condition or replace the component, and shall restore the component to its original location.

At the end of each workday, the Contractor shall open all streets for access and remove traffic control devices except for those providing advanced warning near work zones. Traffic control devices shall not be stored within public streets.

The Contractor shall allow traffic flow in two directions at all times providing two travel lanes of at least 11 feet each. When this is not possible, the Contractor shall provide flaggers to control traffic. The cost for flaggers is the Contractor's responsibility.

All excavations shall be backfilled or covered with steel trench plates suitable for traffic loading, at the end of each day's work. Trench plates shall be securely anchored in place

and have temporary asphalt ramps all around. No open excavation of any depth will be permitted to remain overnight.

The Contractor shall provide access to all driveways within the work zone at all times.

10-1.05F TEMPORARY PEDESTRIAN ACCESS

All weather and accessible access for pedestrians shall be provided at all times in and through the construction area. When a sidewalk is removed, the area should be fenced and signage provided to direct pedestrians to an alternate route. Pedestrians shall be routed to temporary crossing points as approved by the Engineer. However, the route shall not exceed one block.

At the end of each workday, the Contractor shall make provisions to allow safe access to pedestrians through the work zone.

In locations where the sidewalk is removed and entrances to private property are obstructed, the Contractor shall provide a temporary sidewalk fabricated from wood or asphalt. The temporary sidewalk shall comply with the Americans with Disabilities Act. A temporary access plan shall be submitted to the Engineer for review and approval 10 days prior to removal of the sidewalk.

The Contractor shall provide an alternate circulation path shall be provided whenever the existing pedestrian access route in the public right-of-way is blocked by construction, alteration, maintenance, or other temporary conditions.

Where possible, the alternate circulation path shall parallel the disrupted pedestrian access route, on the same side of the street. The path shall minimize the length of detour and shall be approved by the Engineer before implementation. The alternate circulation path shall be all weather and compliant with the Americans with Disabilities Act. Where the alternate circulation path is adjacent to potentially hazardous conditions, the path shall be protected with barricades.

10-1.05G TEMPORARY PAVEMENT DELINEATION

When the Contractor removes striping or markings, he or she shall immediately place temporary delineation prior to opening the traveled way to public traffic.

Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. The Contractor shall perform all work necessary to establish satisfactory alignment for temporary pavement delineation. Temporary pavement delineation that is damaged from any cause during the progress of the work shall be immediately repaired or replaced by the Contractor at their expense.

The Contractor shall not use paint on pavement that is to remain in place. In this case, the Contractor shall use Temporary Traffic Stripe and Pavement Marking Tape. Tape shall be applied to a clean dry surface and rolled slowly with a rubber tired vehicle or roller

to ensure complete contact with the pavement surface in accordance with the manufacturer's recommendations. Tape shall not be applied over existing stripes or markings. Completed stripes shall be straight on tangent alignments and shall be on a true arc on curved alignments.

Temporary pavement markers may be used to simulate the striping shown on the approved traffic control plans. The use of temporary pavement markers shall conform to the typical details for pavement markers and traffic lines shown in the State Standard Plans and as determined by the Engineer.

When no longer required for the direction of public traffic, as determined by the Engineer, the temporary traffic stripe and pavement marking tape and temporary pavement markers, applied to existing pavement, the top layer of new pavements or any other paved surface where the previously placed pavement delineation conflicts with the new traffic pattern, shall be removed and disposed of in accordance with the provisions of these Specifications, and all lines and marks used to establish the alignment for the temporary traffic stripes, pavement markings and temporary pavement markers shall be removed from the pavement.

10-1.05H TEMPORARY PAVING

To accommodate the stage construction, the Contractor may need to install temporary asphalt paving to provide a uniform path of travel. The Contractor shall place hot mix asphalt pavement in accordance with the Section 39 "Asphalt Concrete" of the State Standard Specification as necessary to provide two lanes of travel in each direction, turn lanes, access through intersections, and accommodate any vertical transitions. In locations shown in the Plans, the Contractor shall additionally provide, place, and compact class II aggregate base to facilitate the installation of the temporary asphalt paving. When a vertical difference in excess of 1.0 inch (i.e. between new pavement and old pavement) exists either parallel or perpendicular to the vehicle's path of travel, the Contractor shall place hot mix asphalt pavement allowing for a smooth transition to the satisfaction of the Engineer. The Contractor shall be responsible for maintaining the asphalt pavement for the duration of the project. The Contractor shall grind, remove, and dispose of the asphalt as necessary to accommodate the staging.

Measurement and Payment

The contract lump sum price for ***Bid Items 2, 67, & 97, Traffic Control*** includes full compensation for complying with **Section 10-1.05**, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in the traffic control, including preparation of traffic control plans, complying with the Temporary Traffic Control Plan (TTCP) Check List, providing signs and flaggers, implementing the traffic control system, providing and placing temporary pavement delineation, temporary pedestrian access, construction area signs, no parking signs temporary paving, asphalt tapers and removal of temporary paving, as shown on the Plans, as specified in the State Standard Specifications and these Special Provision Specifications, and as directed by the Engineer. The bid for Traffic Control shall not exceed 5% of the total bid cost.

10-1.06 DISPOSAL OF WASTE MATERIALS

The City has not made arrangements for disposal of material, which may include but is not limited to soil, concrete, asphalt, pipe, rock, and vegetation. The Contractor shall dispose of all excess and unsuitable material in a legal manner.

Excess asphalt grindings up to 750 cubic yards shall be salvaged and hauled to the Water Treatment Plant located at 300 Olympia Drive, Pittsburg, CA.

The City has not completed testing of soil within the project limits. The Contractor is responsible for disposing of all excess soil in a legal manner at a facility with all-weather access. The Contractor should assume all soil must be disposed in a Class II landfill. The Contractor shall be responsible for testing soil as required by the disposal site.

The Contractor shall dispose of material such as asphalt, concrete, organic, and wood in a recycling facility.

The Contractor shall be responsible for disposing asphalt containing reinforcing fabric/mat. All other materials shall be disposed in a legal facility.

Measurement and Payment

Full compensation for complying with **Section 10-1.06** shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

10-1.07 ADJUST UTILITIES AND MONUMENTS TO GRADE

This work shall consist of adjusting facilities such as storm drain manholes, storm drain cleanouts, sanitary sewer manholes, sanitary sewer cleanouts and rodding inlets, traffic signal detector handholes / boxes, water valve boxes, water meter boxes, and all other facilities within the projects scope of work to below the grading plane in excavation (roadway inlay) areas, and then to finished grade following placement of the top layer of asphalt concrete pavement. The Contractor shall adjust these City owned facilities to below the planed surface prior to cold planing/excavation operation.

Work by the Contractor shall include locating, referencing, and setting sufficient marks prior to adjusting facilities below the planed surface or grading plane to enable their subsequent retrieval by the Contractor. The Contractor shall reference and set marks for all City owned facilities. The Contractor shall submit a plan to the Engineer at least forty-eight (48) hours in advance of any excavation showing all reference points and offset distances set for each frame, cover and monument.

Adjustments below the planed surface shall include placement of a temporary false bottom in sanitary sewer manholes, removal of rings as required, placing and securing an acceptable temporary lid or cover below the planed surface or grading plane

elevations, and placement of temporary asphalt concrete over and around the temporary lid or cover as required to allow for the passage of vehicular traffic prior to and following cold planing or excavation operations.

The final adjustment to finished grade of all manhole frames shall consist of resetting the manhole frame to grade by adjusting and/or reconstructing the existing concrete riser rings within the throat area. The existing concrete collar shall be reconstructed to conform to the detail shown on the plans, and the existing concrete riser rings shall be replaced, if damaged. The reconstructed sections shall be at least equal in quality to the existing structure. In no case shall the precast barrel section be disturbed. Cast iron extension or adjustment rings will not be allowed in the adjusted structure.

Water valve boxes shall be adjusted to finished grade by removing the existing concrete collar, raising the frame and cover to finished grade, and constructing a new concrete collar. For all adjustments, the top surface of the adjusted facility shall be within 1/8 inch of the adjacent finished grade. Adjustment to final grade shall not be made until the top layer of paving has been completed immediately surrounding it.

This work shall also include placement of temporary asphalt around the manholes/valve boxes if the permanent asphalt concrete patching cannot be placed the same day the facility is adjusted to finished grade.

The Contractor shall cooperate and coordinate all adjustments with the various utility owners who will be adjusting their facilities. In addition, the Contractor shall arrange with the utility owners, in a timely manner, the adjustments of their facilities.

10-1.07A ADJUST PULL BOX TO GRADE

The work shall consist of adjustment of traffic signal, streetlight, and other pull boxes to grade as part of the reconstruction of pavement, curb ramps, and sidewalk. Each box shall be set on four (4) bricks, one (1) brick at each corner of the box. The bricks shall be set on firm soil to avoid settlement of the box.

All existing pull boxes requiring adjustment shall be reused in the project and the Contractor shall take care not to damage them. Any pull boxes damaged as a part of the Contractor's activities shall be replaced at the Contractor's expense.

Measurement and Payment

The quantities will be measured and paid as follows:

- a) ***Bid Item 4, 34, 68, & 98, Adjust Sanitary Sewer Manhole Frame and Cover to Grade (City Owned)*** paid per EACH
- b) ***Bid Item 5, 35, & 69, Adjust Storm Drain Manhole Frame and Cover to Grade (City Owned)*** paid per EACH
- c) ***Bid Items 36 & 70, Adjust Communications Manhole Covers to Grade (AT&T Owned)*** paid per EACH
- d) ***Bid Item 6, 37, 71, & 99, Adjust Water Valve Covers to Grade (City Owned)***

- paid per **EACH**
- e) ***Bid Item 38, Adjust Gas Valve Covers to Grade (PG&E Owned)*** paid per **EACH**
 - f) ***Bid Items 39 & 100, Adjust Monument Covers to Grade (City Owned)*** paid per **EACH**
 - g) ***Bid Item 7, 40, & 101, Adjust Traffic Signal Covers to Grade (City Owned)*** paid per **EACH**
 - h) ***Bid Item 41, Adjust Sanitary Sewer Cleanout Covers to Grade (City Owned)*** paid per **EACH**

The contract unit price paid for these items shall include full compensation for complying with **Section 10-1.07**, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in the connection, including adjustment, clearing and grubbing, excavation, disposal of unsuitable materials, and grouting, complete in place, as specified in the City Standard Plans, State Standard Specifications and these Special Provisions Specifications, and as directed by the Engineer.

10-1.08 PORTLAND CEMENT CONCRETE

All concrete shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks" of the State Standard Specifications and these Special Provisions Specifications.

Concrete shall have Lamp Black in accordance with the Plans and as directed by the Engineer. Lamp Black weight to concrete volume ratio shall be as specified by the Standard Plans and as directed by the Engineer.

Attention is directed to Section 10-1.06, "Disposal of Waste Materials" for removal and disposal of materials required for this work.

Concrete curb, gutter, sidewalk, driveway, valley gutter, and curb ramp to be removed shall be sawcut and removed at nearest weakened plane joints or removed to the nearest construction joints as marked by the Engineer in the field. Concrete curb, gutter, sidewalk, driveway, valley gutter, and curb ramp removal shall include removing enough existing native or base material to allow for placement of the specified thickness of new aggregate base material and PCC improvement. The rubble from the excavation shall be removed immediately and the area left evenly graded. Subgrade shall be compacted to ninety-five percent (95%) of maximum dry density as determined by ASTM D1557.

The Contractor shall sawcut existing AC pavement and any underlying materials adjacent to curb or gutter lip (including gutter for curb ramps) to allow for construction of concrete forms. The sawcut line on pavement shall be at least twelve (12) inches beyond the concrete edge. Slurry from sawcut operation shall be removed sufficiently by vacuuming

or similar method from the pavement surface and shall be prevented from entering any waterway or storm drain system in accordance with best management practices. Rubble from the excavation shall be removed immediately. Pavement replacement shall meet the requirements of Section 10-1.16, "Hot Mix Asphalt," of these Technical Specifications.

Whenever existing concrete curb, gutter, driveway, sidewalk, valley gutter, and curb ramp is removed, the Contractor shall place Type II barricades with flashing lights at the location of the removed facility. Spacing for Type II barricades shall be no greater than ten (10) feet on center for curb and gutter. Caution tape shall be attached to barricades if needed to delineate the area. Only two curb ramps shall be worked on at one intersection at any given time.

All new concrete work shown on the Plans or described in these Technical Specifications shall conform to City of Pittsburgh Standard Plans, unless otherwise shown or specified on the Plans and these Technical Specifications. This work shall include placing new or recycled aggregate base under new concrete improvements.

All new concrete work to be placed on aggregate base shall be founded on a minimum four (4)-inch thick layer of aggregate base. Aggregate base shall be Class 2 Aggregate Base conforming to Section 10-1.12, "Aggregate Base," of these Technical Specifications. Subgrade and aggregate base shall each be compacted to achieve a relative compaction of not less than ninety-five percent (95%).

Where subgrade needs to be filled or removed and backfilled for any reason (including root pruning, unsuitable material removal, design change, etc.), backfill material shall be Class 2 Aggregate Base compacted to 95% relative compaction per Section 10-1.12, "Aggregate Base," of these Technical Specifications. Removal of roots and/or other debris shall be performed prior to compaction of subgrade.

Smooth dowels #4x12" shall be installed at the junction between new and existing concrete facilities. All dowels shall have a minimum 2.5" concrete cover. The dowels shall be placed in drilled holes, epoxied and spaced in conformance with the standard detail. Full compensation for installing dowels shall be considered as included in the various concrete items of work and no additional compensation will be allowed therefor.

The Contractor shall submit a concrete mix design a minimum of ten (10) working days prior to any mixing and/or placing of concrete. Concrete mix design must be approved prior to start of work.

Unless otherwise specified and if the repair location allows, all curb, gutter, and sidewalk shall be placed in a monolithic pour.

For any gutter replacement, if the slopes do not appear to maintain drainage after form boards have been set, notify the Project Engineer prior to ordering concrete. If positive flow of stormwater cannot be demonstrated, the work will be rejected.

A clear curing compound shall be used to cure all concrete. Pigmented curing compound shall not be used on this project.

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected, especially mature shrubs and trees. Under no circumstances shall any disturbance be allowed to occur outside the work areas identified on the plans or in the field by the Engineer. Any vegetation or irrigation damaged during construction shall be repaired or replaced and any areas disturbed or compacted during construction shall receive full soil conditioning and revegetation treatment at the Contractor's expense as directed by the Engineer. Other areas shall be reseeded to as good or better condition as soon as possible. When irrigation systems are damaged the Contractor shall repair these systems the same day they are damaged. The Contractor shall test the system after the repair is completed to ensure the system is fully functional. This work shall be considered as included in the bid item price for the various concrete items and no additional compensation will be allowed therefor.

Work constructed for this project shall meet current ADA standards and shall be in first class condition prior to acceptance of the Project and shall remain in first class condition through the warranty period for the project. Contractor recognizes that it is the City's policy that first class condition prior to acceptance means that the improvements are free from cracks or other defects, and that any repairs necessary to return the improvements to first class condition prior to acceptance or within the warranty period are the responsibility of Contractor. Contractor agrees to cause to be repaired to the satisfaction of the Engineer, any cracks or other damage deemed by the Engineer to be in need of repair.

Detectable Warning Surface

The Contractor shall place a cast in place detectable warning surface that must comply with yellow color number 33538.

Detectable warning surfaces shall consist of raised truncated domes constructed or installed on curb ramps, in conformance with the details shown on the plans and these Technical Specifications. The detectable warning surface shall be prefabricated.

Prefabricated detectable warning surface shall be constructed of an epoxy polymer composite with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes, in conformance with the requirements established by the Department of General Services, Division of State Architect and be installed in conformance with the manufacturer's recommendations.

Detectable warning surfaces to be installed at curb ramps to be retrofitted shall be set in wet concrete. The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written five-year warranty for prefabricated detectable

warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, defective work, breakage, deformation, and loosening of tiles or attachment. The warranty period shall begin upon acceptance of the contract.

Prefabricated detectable warning surface shall meet or exceed the following criteria:

1. Water Absorption: 0.35% maximum, when tested in accordance with ASTM D570.
2. Slip Resistance: 0.90 minimum combined wet/ dry static coefficient of friction on top of domes and field area, when tested in accordance with ASTM C1028.
3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
4. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
5. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM C293.
6. Gardner Impact: 450 inch-pounds per inch minimum, when tested in accordance with Geometry "GE" of ASTM D5420.
7. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint, when tested in accordance with ASTM D543.
8. Wear Depth: 0.03" maximum, after 1000 abrasion cycles of 40 grit Norton Metallite sandpaper, when tested in accordance with ASTM D2486-Modified.
9. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
10. Accelerated Weathering: No deterioration, fading or chalking for 2000 hours, when tested in accordance with ASTM D2565.

In addition to the requirements above, prefabricated detectable warning surface adhered to concrete shall meet or exceed the following performance criteria:

1. Accelerated Aging and Freeze Thaw of Adhesive System: No cracking, delamination, warping, checking, blistering, color change, loosening, etc. when tested in accordance with ASTM D1037.
2. Salt and Spray Performance: No deterioration after 100 hours of exposure, when tested in accordance with ASTM B117.

All protective plastic coverings shall be removed from the detectable warning surface prior to opening for pedestrian traffic.

Measurement and Payment

The quantities for Portland Cement Concrete will be measured and paid as follows:

- a) ***Bid Item 42 & 102, Remove and Replace PCC Standard Curb and Gutter***
paid per **LINEAR FOOT**

- b) ***Bid Item 72, Remove and Replace PCC Rolled Curb and Gutter*** paid per **LINEAR FOOT**
- c) ***Bid Item 103, Remove and Replace PCC Sidewalk*** paid per **SQUARE FOOT**
- d) ***Bid Item 43, 73, & 104, Remove and Replace PCC Curb Ramp*** paid per **EACH**

The contract prices paid for Portland cement concrete work shall include full compensation for complying with **Section 10-1.08**, furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved including, but not limited to, clearing and grubbing, saw cutting, asphalt removal, concrete removal, earthwork, disposal of unsuitable materials, preparing the subgrade, furnishing and compacting the aggregate base, doweling into the existing concrete, forming, furnishing and placing concrete, furnishing and placing curing compound, asphalt plugs, conform grading, furnishing and installing detectable warning surface, and any irrigation/landscape/hardscape replacement within the area of work as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.09 PAVEMENT COLD PLANING/MILLING

Pavement planing (milling) shall precede paving operation by not more than three (3) working days. Milling of asphalt concrete pavement shall be performed without the use of a heating device to soften the pavement.

At curb ramps, milling shall transition from the landing to daylight in a straight line at least two (2)-feet from the far edge of the landing, or as approved by the Engineer.

Prior to milling, the Contractor is responsible for preparing either a radial point plan (RP plan), geolocating utility covers using GPS, or otherwise indicating utility locations such that the Contractor is aware of the locations of any utilities during all phases of work including, but not limited to, patching, excavation, and milling. Care shall be taken to protect existing (including newly poured) concrete throughout construction.

10-1.09A FULL WIDTH PAVEMENT MILLING

Cold milling and conform grinding of asphalt concrete pavement and concrete pavement shall conform to Section 42-3 of the State Standard Specifications and as specified below.

Existing asphalt concrete pavement shall be cold milled at the locations and to the depth shown on the Plans and as directed by the Engineer. Pavement fabric/mat may be encountered on this project at a depth of approximately one (1) to two (2) inches measured from road surface. Refer to pavement coring table included in the Plans for information on where pavement fabric/mat may be encountered. Pavement fabric/mat removed as part of the work becomes the property of the Contractor and shall be disposed according to local, state and federal regulations.

Milling shall include full milling through the curb return and into side streets as indicated on the Plans. The depth, length, width, and shape of the cut must be as shown on the Plans or as instructed by the Engineer. The final cut must result in a surface that is neat, textured, and uniform in appearance. Do not damage remaining surface.

A drop-off of more than 0.15 foot is not allowed between adjoining lanes open to public traffic. If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, place W8-17 signs adjacent to the traveled way's outside edge. Place the first W8-17 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-17 signs at 1,000-foot maximum intervals and at ramps and public roads entering the traffic lane. Compensation for signage associated with paving operations shall be included in the unit price for Traffic Control.

Temporary asphalt tapers shall be provided where transverse joints are planed in the pavement at conform lines. No drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be of commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed in accordance with local and state laws and regulations. Operations shall be scheduled so that not more than 10 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The final cut must result in a neat and uniform surface according to Section 39-3.04C(2) of the State Standard Specifications.

10-1.09B PAVEMENT PLANING EQUIPMENT

Cold planing machine must be equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves Contractor request.

Cold planing machine must be equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head. If a ski device is used, it must be at least 30 feet long, rigid, and a one (1) piece unit. The entire length must be used in activating the sensor. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.

Cold planing machine must be equipped to effectively control dust generated by the planing operation, must be operated so that no fumes or smoke is produced, and shall be maintained such that broken, missing, or worn machine teeth are replaced.

10-1.09C MILLINGS

Pick-up of material shall follow immediately behind the planing operation and shall be completed on the same workday.

The streets shall be swept to clean up all loose material at the end of each workday, as well as Saturdays, Sundays, and holidays as ordered by the Engineer. Sweeping shall be limited to paved and concrete areas.

The Contractor shall deposit the millings at the Pittsburgh Water Treatment Plant per Section 10-1.06 "Disposal of Waste Materials," a licensed disposal facility, or otherwise recycle them.

Measurement and Payment

a) Bid Item 8, Cold Milling Asphalt Pavement (4-inch Depth)

**b) Bid Item 11, Cold Milling Asphalt Concrete Base Repair (Additional 4-inch Depth)
(Revocable Bid Item)**

c) Bid Items 44, 74, & 105, Cold Milling Asphalt Pavement (3-inch Depth)

d) Bid Item 47, 77, & 108, Cold Milling Asphalt Concrete Base Repair (Additional 3-inch Depth) (Revocable Bid Item)

shall be paid at contract price per **SQUARE YARD** and shall include full compensation for complying with **Section 10-1.09**, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in grinding asphalt concrete, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

The lump sum amount bid for **Bid Item 82, "Remove Pavement Markers, Striping and Markings"** shall include full compensation for complying with **Section 10-1.09**, furnishing all labor, supervision, materials, tools, equipment and incidentals and for all work involved to remove all thermoplastic striping, thermoplastic paint, paint, pavement markings, thermoplastic markings, markers, adhesive and other pavement markings, including the dust control, cleanup and disposal, for this work as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.10 NOT USED

10-1.11 ASPHALT PATCHING AT SUBGRADE FAILURES

This work shall consist of the removal of existing pavement materials, and any underlying materials, to the depth indicated on the Plans, and replacement with compacted hot-mix asphalt concrete (HMA) at locations marked in the field and as directed by the Engineer.

The minimum width of base repairs shall be four (4) feet. Base repair longitudinal edges shall not be placed in the vehicle inner or outer wheel paths. The base repair dimensions indicated on the Plans are approximate. Actual quantities may be greater or less than the quantities shown on the bid schedule. Changes in quantities, either up or down, will not result in a change of the unit price entered in the Bid Schedule.

Contractor shall sweep all milled surfaces sufficiently to be able to identify failed areas and provide traffic control suitable for Engineer to safely mark base repair locations.

After base repairs have been marked in the field, the Contractor shall arrange for and conduct a field review of each base repair location with the Engineer. During the field review, the Engineer and Contractor shall record the agreed upon dimensions for each base repair at each location. The size of the base repairs shall then not vary from what is recorded during the field review unless first agreed to in writing by the Engineer. Additional compensation shall not be allowed for base repairs in excess of the sizes agreed to during the field review.

The Contractor shall remove existing asphalt concrete pavement and any underlying materials either by milling or by saw-cutting with a power-driven saw. Slurry from sawcut operation shall be removed sufficiently by vacuuming or similar method from the pavement surface and shall be prevented from entering any waterway or storm drain system in accordance with best management practices. Rubble from the excavation shall be removed immediately.

Existing asphalt concrete surfacing and underlying base materials removed from vehicular travel lanes during a work period shall be replaced with permanent HMA before the lane is re-opened to public traffic.

Surfacing and base materials shall be removed without damage to adjacent asphalt surfacing that is to remain in place. Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new HMA 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 sole expense and will not be measured nor paid for. If during any of the operations the Contractor damages a monument or manhole or other underground utility facility, the Contractor shall be responsible for the repair of those facilities including, but not limited to, replacing any monuments knocked off center point in accordance with the requirements of the Engineer. The Contractor shall return all facilities to their proper places at his/her sole expense.

Removed materials shall be disposed of per Section 10-1.06, "Disposal of Waste Materials," of these Technical Specifications.

The material remaining in place, after removing surfacing and, if encountered, base to the required depth, shall be graded to a plane, watered, and compacted to ninety-five percent (95%) relative compaction. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Base repair areas that are low as a result of excavation beyond the required depth shall be filled with HMA at the Contractor's expense. HMA shall be Type A and be produced at a central mixing plant. The aggregate shall conform to the 3/4-inch aggregate gradation as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the State Standard Specifications.

Asphalt binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalt Binders," of the State Standard Specifications and shall be paving asphalt PG 64-10, unless otherwise directed by the Engineer.

The thickness of the HMA shall be as shown on the Plans or as directed by the Engineer. HMA shall be placed in lifts conforming to Section 39-2.02C of the State Standard Specifications (HMA with a total thickness of 6 inches shall be placed in two- 3 -inch lifts and HMA with a total thickness of 8 inches shall be placed in four- 2-inch lifts). The HMA shall be placed and compacted to ninety-two to ninety-seven percent (92% to 97%) of theoretical maximum density and shall meet the elevation of the existing pavement contour. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibra-plate type, capable of attaining the same compaction as the rolled areas.

Pavement repairs shall be placed in lifts conforming to Section 39-2.02C of the State Standard Specifications. Subsequent lifts of HMA shall not be placed until the underlying layer is 160°F or less, unless otherwise directed by the Engineer. Failure to meet these requirements shall be cause for rejection of the work.

The Contractor shall apply a tack coat to the vertical faces of the existing asphalt and to the base material prior to placement of HMA. Tack coat shall be SS-1h per Section 202-2, "Emulsified Asphalt," of the Specifications.

The Contractor shall not perform pavement repair or skin patch operations when the weather is rainy, foggy or when the atmospheric temperature is below 50°F. It shall be the Contractor's responsibility, based on weather predictions, to schedule pavement repair and skin patch operations to avoid placing HMA in the rain or fog. If the day's operations are canceled because of predicted rain or fog, a non-working day will be allowed. HMA shall not be placed on any surface which contains ponded water or excessive moisture in the opinion of the Engineer. If paving operations are in progress and rain or fog forces a stoppage of work, loaded trucks in transit shall return to the plant and no compensation will be allowed for unused materials.

The Contractor shall furnish and use canvas tarpaulins to cover all loads of HMA from the time that the mixture is loaded until it is discharged from the delivery vehicle. Failure to cover HMA loads shall be grounds for rejection of the load.

Batch data and load slips shall be submitted to the Engineer as HMA is delivered to the project site to allow verification of materials and use. Failure to do so may result in non-payment for disputed loads.

All excavations for base repairs shall be backfilled to the existing pavement level in the same working period during which the excavation is performed, and prior to opening the full roadway to public traffic. Lane closures shall remain in full force until such time as the repair area has been finished to the existing pavement level.

As necessary, due to unforeseen occurrences, excavations shall be temporarily filled to the existing pavement level at the end of the working period, and re-excavated at the Contractor's expense. Temporarily filled excavations shall have a minimum two-inch thick asphalt concrete surface or covered with a steel trench plate held in place with temporary HMA tapers not less than (10) inches long all along the plate edges on all sides.

The finished pavement surface shall be smooth and free of cracks, shoving, displacement, and segregation of coarse and fine materials. Paving shall be to a clean, neat joint with existing grade. Paving with evidence of poor workmanship such as rock pockets, ripples, voids, segregation, or out of tolerance as determined by the Engineer or defined by these Special Provisions, may be removed.

10-1.11A GEOGRID

Geogrid shall be installed under all proposed base repair areas. GeoGrid shall be Tensar Triax TX130S or approved equal for asphalt concrete for all "Asphalt Concrete Base Repair (Additional 3-Inch Depth)" and "Asphalt Concrete Base Repair (Additional 4-Inch Depth)" areas. Geogrid shall be installed in accordance with the Contract Documents and per the manufacturer's recommendations.

Measurement and Payment

The contract unit price paid per **SQUARE YARD** for

a) ***Bid Item 13, HMA Pavement for Base Repair (Additional 4-inches) (Revocable Bid Item)***

b) ***Bid Items 49, 79, & 110, HMA Pavement for Base Repair (Additional 3-inches) (Revocable Bid Item)***

shall include full compensation for complying with **Section 10-1.11**, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing HMA pavement for base repairs, including sawcutting, loading, subgrade sampling and testing according to ASTM D1557 12e-1, compaction testing according to ASTM D6938 17a, tack coat, and furnishing, placing, spreading, and compacting HMA

(Type A, 3/4-inch maximum per Section 10-1.16, "Hot Mix Asphalt" of the Technical Provisions).

The contract unit price paid for ***Bid Item 12, 48, 78, & 109, GeoGrid (Revocable Bid Item)*** will be per **SQUARE YARD** of Geogrid (Tensar Triax TX130S or approved equal) placed, and shall include full compensation for complying with **Section 10-1.11**, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved to install the geogrid for all base repair areas in accordance with the contract documents and the manufacturer's instructions, including, but not limited to, furnishing material, prepping surface, tack coat, placing, cutting, overlapping, tensioning, pinning, and all other work necessary as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.12 AGGREGATE BASE

Class 2 Aggregate Base shall conform to the 3/4-inch maximum grading and quality requirements as specified in Section 26, "Aggregate Bases," of the State Standard Specifications.

Four (4) inches of aggregate base shall be placed under new concrete curb, gutter, sidewalk, curb ramps, and light driveways. Aggregate base shall be spread in accordance with the provisions of Section 26-1.03C, "Spreading," and Section 26-1.03D, "Compaction," of the State Standard Specifications. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted and free from pockets of coarse or fine material. No spreading operation shall begin until the physical characteristics of aggregate base have been approved by the Engineer. Aggregate base exceeding a workable moisture content will be rejected by the City and shall be immediately removed from the project site by the Contractor.

Aggregate base, regardless of its use, shall be compacted to ninety-five percent (95%) relative compaction. The subgrade shall be graded to the prism of the finished grade and shall be moisture conditioned and compacted to ninety-five percent (95%) relative compaction. The Contractor shall take soil samples and provide soil testing to determine maximum dry density and optimum moisture content of the subgrade.

Measurement and Payment

Full compensation for complying with **Section 10-1.12** shall be considered as included in the contract prices paid for in the related item and no separate payment will be made therefor.

10-1.13 SUBGRADE PREPARATION

Subgrade preparation associated with surface reconstruction shall follow removal of surfacing and base to the depth specified and shall include all grading, additional

excavation and fill as necessary to grade the subgrade to the lines and grades required to achieve pavement finish grades, moisture conditioning of subgrade materials (in-situ or fill), compaction to the maximum dry density including quality control testing, and/or backfill of low spots, and proof rolling.

Subgrade and or base materials of surface reconstruction street sections shall be compacted with roller type equipment to achieve a firm and non-yielding pavement surface that is suitable to be paved. Care should be taken by the Contractor to not over-compact subgrade and/or base materials that result in pumping and yielding of subgrade and/or base materials. The City and/or approved representative will approve the subgrade prior to paving operations. To approve the subgrade, it shall be proof rolled by the Contractor with a fully loaded water truck or similar in the presence of a City representative. Areas that pump or yield under truck tire loading will be delineated in the field with marking paint as unsuitable material and then over-excavated as described in Section 10-1.14 "Subgrade Over-Excavation". HMA paving that occurs on streets where the subgrade has not been approved by the City shall be removed at no cost to the City. The Contractor shall notify the City a minimum of 48 hours prior to subgrade proof rolling. The maximum time allowed between exposing subgrade after removal of surfacing and base and placement of the first HMA lift shall be three (3) days.

Subgrade preparation for new concrete flatwork, curbs, curb and gutters, or curb ramps and the like shall be included in the related item.

Excavation and removal of various existing items which are in conflict with the work (including concrete ramps, sidewalk, curbs and gutters, asphalt and/or concrete pavement and other obstructions encountered during excavation) shall be considered as included under various applicable sections of these Technical Specifications.

Materials including failed street areas, pavement fabric/mat, tree roots, sub grade, or base material which are removed from the worksite to accommodate the installation of new facilities shall become the property of the Contractor and shall be disposed of outside the road right-of-way at a legal dumpsite. Disposal shall be performed on the same day that waste material is generated.

The subgrade for surface reconstruction shall be prepared to achieve in general a 2% cross slope (or as shown on the plans) of the finish grade of the full depth AC pavement. The Contractor shall identify the required lines, levels, and contours and flag locations of known utilities. Grading shall be done to the required lines and grades to achieve the specified cross slope and to tie the new pavement to the existing improvements to remain.

Contractor to provide laboratory compaction curve results of subgrade materials and provide compaction testing. Subgrade shall be compacted to 95% relative compaction and compaction results shall be submitted to the Engineer. Subgrade areas that do not meet the compaction requirements shall be reworked and re-tested until the compaction requirement is met at no cost to the owner.

Measurement and Payment

Bid Item 14, 50, 80, & 111, Subgrade Preparation (Revocable Bid Item) shall be paid at the contract price per **SQUARE YARD** and includes complying with **Section 10-1.13**, all labor, materials, tools, equipment, and incidentals necessary to prepare the subgrade or aggregate base on base repair sections prior to the placement of asphalt pavement, including, but not limited to, grading, moisture conditioning, compaction, and geotechnical sampling and laboratory compaction testing to determine the relative compaction of the subgrade soil, and quality control compaction testing.

10-1.14 SUBGRADE OVER-EXCAVATION

If the Contractor is unable to achieve the specified compaction below pavement base repair or concrete construction areas, the material shall be deemed as unsuitable material and the Contractor shall notify the Engineer. The Engineer will make a determination as to whether over-excavation is necessary.

When encountered during construction of base repair or concrete construction, unsuitable material shall be over-excavated to a depth of six (6) to twelve (12) inches and replaced with Class 2 Aggregate Base conforming to Section 10-17, "Aggregate Base," of these Technical Provisions. Prior to replacing the void with aggregate base, the Contractor shall moisture condition and compact the new sub-grade to ninety-five percent (95%) relative compaction and subsequently install a geogrid (i.e., Tensar Triax TX130S or approved equivalent). One (1) compaction curve of subgrade material shall be developed for each street section. The aggregate base shall then be moisture conditioned, placed in lifts not to exceed six (6) inches and compacted to ninety-five percent (95%) relative compaction.

Over-excavation of unsuitable material may consist of AC, base material and native material. The material to be excavated may contain reinforcing fabric/mat and/or other typical constituents of AC by-products and/or any other naturally occurred deleterious substances encountered with roadway construction. The City makes no guarantee that the material excavated will be reusable, recyclable or disposable to any disposal site designated by the Contractor. No additional compensation shall be allowed to the Contractor if the over-excavated material is not reusable, recyclable, or is required to be disposed of at a Class II disposal facility. Any testing, if required by the disposal site, shall be arranged and paid for by the Contractor.

Measurement and Payment

The contract unit price paid per **CUBIC YARD** for ***Bid Items 15, 51, 81, & 112, Subgrade Over-Excavation (Revocable Bid Item)*** shall include full compensation for complying with **Section 10-1.14**, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in subgrade over-excavation, including soil sampling (testing and analysis required for disposal at a licensed disposal facility), excavation and disposal of soil unsuitable to establish a compacted subgrade as specified, furnishing, transportation, and placement of aggregate base, moisture conditioning, compaction, and testing to determine the relative compaction of the subgrade soil and aggregate base according to ASTM D6938 17a. Unit price shall be based on excavating and backfilling of

an additional 9-inch deep section after initial excavation to be compacted and backfilled with aggregate base.

For estimating purposes, the quantity for subgrade over-excavation listed in the bid schedule assumes that twenty-five percent (25%) of the total base repair areas and ten percent (10%) of the total subgrade preparation areas will require over-excavation. The provisions of Section 9-1.06 of the State Standard Specifications shall not apply to this item of work. Rather, the unit price for "Subgrade Over-Excavation (Revocable Item)" entered by the Contractor in the Bid Schedule shall govern regardless of the final quantity of over-excavation performed. Further, an increase or decrease of more than twenty-five percent (25%) of the estimated quantity of unsuitable soil removal shall not constitute a change in the character of the work.

10-1.15 NOT USED

10-1.16 HOT MIX ASPHALT

HMA Type A shall be produced and placed according to Section 39-2, "Hot Mix Asphalt," of the State Standard Specifications and using the "Standard" construction process, except as modified below. The work includes the construction of HMA overlays and HMA plugs where curb & gutter or curb ramps are being replaced.

The Contractor shall submit an asphalt concrete mix design including gradation and properties of aggregate for each mix proposed to be used. Each mix shall satisfy the requirements of Section 39, "Hot Mix Asphalt," and Section 92, "Asphalt Binders," of the State Standard Specifications.

Mix designs shall be accompanied by current test results that indicate compliance with the State Specifications as well as a Certificate of Compliance for liquid asphalt from the manufacturer stating that the material used complies with the requirement of the State Specifications.

The job mix formula shall establish a single percentage of aggregate passing each required sieve size and a percentage of asphalt binder to be added to the aggregate. The asphalt concrete binder content shall be based on 4.0% air voids.

Said job-mix formula shall be determined using the specifications set forth herein. If the Contractor elects to use any material, including blending material, other than those materials utilized in the mix design, he/she shall so inform the Engineer in advance of the production of asphaltic concrete and shall document the request through an approved testing laboratory. Engineer shall make approval decision regarding such material.

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10 per Section 92 of the State Specifications.

The aggregate for HMA Type A must comply with the 1/2-inch or 3/4-inch aggregate gradation as specified in the plans.

The minimum compacted thickness of asphalt concrete shall be the thickness shown on the Plans. The maximum compacted lift thickness shall be 0.25 feet. The tolerance for minimum thickness for all operations shall be 0.01 feet. The tolerance for maximum thickness for asphalt concrete structural sections less than 0.35 feet thick shall be 0.02 feet, and for sections more than 0.35 feet thick shall be 0.03 feet.

The Contractor shall apply a tack coat to all surfaces receiving HMA and between HMA lift according to Section 39-2.01C(3)(f), "Tack Coat," of the State Standard Specifications and at the residual rates specified. The application rate for various surfaces shall be as specified for SS-1h. Before opening the lane to public traffic, the Contractor shall pave shoulders and median borders adjacent to the lane being paved.

Paving work shall be a continuous non-stop operation with delivery trucks arriving in a uniform manner or such that delivered material temperatures meet specifications when placed into paver. The City's representative will meet daily with the Contractor to evaluate the Contractor's operations relative to the work time restrictions.

The asphalt concrete shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled asphalt paving machine in such a manner as to avoid particle and thermal segregation during the placing operations. Joint and edge raking that leaves a segregated surface and/or low areas surrounding paving joints is prohibited.

No asphalt concrete shall be placed when the atmospheric temperature is below 50°F.

No paving work whatsoever shall be allowed when the roadway or subgrade is moist or damp or when it is raining. For the purpose of this provision, "raining" shall mean any weather condition that causes the roadway to become moist or damp. In the case of sudden precipitation, all paving work must stop immediately. All asphalt concrete on site not yet placed and all asphalt concrete in transit from the plant shall be rejected, and no payment will be allowed.

The Contractor shall be responsible for removal of vegetation from the edge of pavement, edge and crack cleaning, crack sealing, sweeping, washing and/or any special cleaning to leave a clean surface ready to receive a tack coat and asphalt concrete. A power wash shall be used in the deceleration zones of intersections for the complete removal of dust that may cause overlay slippage. Excess water shall be removed prior to application of tack coat.

Asphalt placement shall conform to the requirement for an accessible-compliant landing at the base of each curb ramp. Accessible-compliant landings shall extend 2-feet into the road as measured from the gutter flowline at the base of the ramp. The maximum cross-slope in this area shall not exceed 2.0% and the maximum longitudinal slope shall not exceed 5.0%.

Placement of asphalt in these accessible-compliant areas may require placement by hand and may require a smaller roller to meet the slope requirements. Meeting pavement density in these areas is still a specification requirement. Minimize aggregate segregation in these areas during hand work.

Surplus asphalt material raked into the gutters shall be removed from job site on a daily basis. Any "green waste" or yard debris that is moved off of the street shall be moved back into street on the same day. Paving operation shall NOT occur on trash pickup day.

10-1.16A PAVEMENT MAT

Pavement mat shall be installed within the limits of work as shown on the plans. Pavement mat shall be Tensar GlasPave 50 or approved equal for asphalt concrete for all "3 Inch Hot Mix Asphalt Pavement" and "4 Inch Hot Mix Asphalt Pavement" areas. Pavement mat shall be installed in accordance with the Contract Documents and per the manufacturer's instructions.

Measurement and Payment

The contract unit price paid for ***Bid Item 10, Hot Mix Asphalt Pavement (4 Inches) and Bid Items 46, 76, & 107, Hot Mix Asphalt Pavement (3 Inches)*** will be per **TON** of HMA placed, and shall include full compensation for complying with **Section 10-1.16**, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved construct HMA pavement to the thickness specified on the plans, including, but not limited to, providing mix design, tack coat, and placement and compaction of HMA as directed by the Engineer and no additional compensation will be allowed therefor.

The contract unit price paid for ***Bid Item 9, 45, 75, & 106, Pavement Mat*** will be per **SY** of pavement mat (Tensar GlasPave 50 or approved equal) placed, and shall include full compensation for complying with **Section 10-1.16**, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved to install pavement mat between layers of asphalt as specified in the plans and on the manufacturer's instructions, including, but not limited to, prepping asphalt surface, sweeping, tac coat, placing, cutting, rolling as necessary and all other work necessary as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.17 TRAFFIC STRIPES, PAVEMENT MARKINGS, AND MARKERS

Pavement markings and traffic striping shall be thermoplastic and shall be applied in conformance with the provisions in Section 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications, and these Special Provisions.

Thermoplastic 4-Inch Line (White or Yellow)" shall instead be applied in conformance with the Standard Plan. Pavement markings shall include all work and materials required to install thermoplastic traffic striping and pavement markings.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of $250 \text{ mcd m}^{-2} \text{ lx}^{-1}$. Yellow thermoplastic pavement markings shall have a minimum initial retroreflectivity of $150 \text{ mcd m}^{-2} \text{ lx}^{-1}$.

Before the permanent pavement markings are applied, the Contractor shall provide "cat-track" marking layout for review and approval of the Engineer. Changes, if any, to the marking layout as a result of the Engineer's review shall be the responsibility of the Contractor. If the Contractor fails to obtain the Engineer's approval of the marking layout prior to the permanent marking installation, changes to the permanent markings as required by the Engineer, including removal and replacement, shall be the Contractor's responsibility.

Contractor shall restore thermoplastic striping for crosswalks and stop bars within fourteen (14) days of final lift, which includes a minimum of seven (7) days for HMA or RHMA pavement cure time.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb./ft)
0.079	0.27

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Pavement Markings shall be constructed in conformance with the State of California Standard Plans A24A through A24E, the project plans, and as directed by the Engineer.

Reflectorized markers shall be installed accurately at the locations called for in the Special Provisions, project plans, or as required by the CA MUTCD.

The portion of the street surface, which will receive the pavement markers, shall be free of dirt, oil, moisture, or any other material that would adversely affect the bonding of the adhesive.

Adhesive for pavement markers shall be either rapid set epoxy or hot melt bituminous adhesive conforming to the requirements of Section 81-3, "Pavement Markers," of the Standard Specifications.

Adhesive shall be placed in sufficient quantity to completely cover the bottom of the marker with no voids and with slight excess after the marker has been pressed into place. The marker shall be protected against impact until the adhesive has hardened.

Thermoplastic aggregate shall be a neutral, light color that will not affect the color of the finished product and will have a mesh sizing of 24 Grit. Skid >60 ASTM E303.

Measurement and Payment

The quantities for striping and markings will be measured and paid as follows:

- a) ***Bid Item 16, 52, 83, & 113, Thermoplastic Traffic Stripe – Detail 9*** paid per **LINEAR FOOT**
- b) ***Bid Item 53, 84, & 114, Thermoplastic Traffic Stripe – Detail 21,*** paid per **LINEAR FOOT**
- c) ***Bid Item 17, 54, 85, & 115, Thermoplastic Traffic Stripe – Detail 22,*** paid per **LINEAR FOOT**
- d) ***Bid Item 18 & 86, Thermoplastic Traffic Stripe – Detail 24,*** paid per **LINEAR FOOT**
- e) ***Bid Item 87, Thermoplastic Traffic Stripe – Detail 27B,*** paid per **LINEAR FOOT**
- f) ***Bid Item 19, 55, 88, & 116, Thermoplastic Traffic Stripe – Detail 29,*** paid per **LINEAR FOOT**
- g) ***Bid Item 117, Thermoplastic Traffic Stripe – Detail 32*** paid per **LINEAR FOOT**
- h) ***Bid Item 20, 56, 89, & 118, Thermoplastic Traffic Stripe – Detail 38*** paid per **LINEAR FOOT**
- i) ***Bid Item 21, 57, & 119, Thermoplastic Traffic Stripe – Detail 39,*** paid per **LINEAR FOOT**
- j) ***Bid Item 22, 58, & 120, Thermoplastic Traffic Stripe – Detail 39A,*** paid per **LINEAR FOOT**
- k) ***Bid Item 23, Thermoplastic Traffic Stripe – 6-inch White Line,*** paid per **LINEAR FOOT**
- l) ***Bid Item 24, Thermoplastic Traffic Stripe – 6-inch Yellow Line,*** paid per **LINEAR FOOT**
- m) ***Bid Item 25, 59, 90, & 121, Thermoplastic White Limit Line,*** paid per **LINEAR FOOT**
- n) ***Bid Item 26, 60, 91, & 122, Thermoplastic Basic Crosswalk (White or Yellow),*** paid per **LINEAR FOOT**
- o) ***Bid Item 27, 61, 92, & 123, Thermoplastic Pavement Markings (Arrows Words, Symbols, and Numerals; White or Yellow),*** paid per **SQUARE FOOT.**
- p) ***Bid Item 28, Green Pavement Markings,*** paid per **SQUARE FOOT**
- q) ***Bid Item 29, 62, & 93, Blue Marker,*** paid per **EACH**

The contract prices paid per linear foot for the various striping and thermoplastic stripes shall include full compensation for complying with **Section 10-1.17**, furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work involved including, but not limited to, cat tracking; dribble lines and layout work; cleaning surfaces to receive stripes, markers and paint; thermoplastic; and all other work as shown on the plans, as specified in the State Standard Specifications and these Special Provisions Specifications, and as directed by the Engineer and no additional compensation shall be allowed therefor.

Traffic stripes will be measured and paid for by the linear foot along the line of the traffic stripes (without deductions for gaps except at intersections), shown in the Caltrans standard plan details. Gaps in traffic stripes through intersections will not be measured or paid for. Pavement markers that are part of the corresponding details in the Caltrans standard plans shall not be measured separately.

The contract price paid for "Thermoplastic Pavement Markings (Arrows, Words, and Numerals; White or Yellow)" shall include full compensation for complying with **Section 10-1.17**, furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in placing thermoplastic pavement markings, including, but not limited to, any necessary layout work and stencils, thermoplastic and all other work as shown on the plans, as specified in the State Standard Specifications and these Special Provisions Specifications and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract price paid for "**Blue Marker**" shall include full compensation for complying with **Section 10-1.17**, furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in placing blue markers, including, but not limited to, any necessary layout work and stencils, placing adhesive, placing marker as specified in the State Standard Specifications and these Special Provisions Specifications and as directed by the Engineer and no additional compensation shall be allowed therefor.

10-1.18 NOT USED

10-1.19 INDUCTIVE TRAFFIC LOOP DETECTORS

Traffic signal loop detectors identified on the plans shall be replaced by new inductive loop detectors as shown on the Plans. Installation of conduit and handhole for loop detector wires, if required and as directed by the Engineer, are also included. The exact amount of conduit to be replaced is not known. For estimating purposes the Contractor shall include 100 linear feet of conduit in the bid price for traffic detector loops.

All work shall conform to the provisions of Section 86, "Electrical Work" of the State Standard Specifications, applicable portions of Standard Plans ES-5A and ES-5B, the traffic loop manufacturer recommendations and these technical specifications. Traffic

detector loops obliterated during the construction of the project shall be replaced within 48 hours.

10-1.19A CONDUIT

Conduit which is installed underground shall be Type 3, rigid, nonmetallic type, Schedule 40. All conduits shall enter a pullbox with a 90 degree elbow, unless permitted otherwise by the Engineer.

All conduits shall have a 1/4 inch pullrope installed in them.

After conductors have been installed, the ends of the conduits terminating in pull boxes and controller cabinets shall be sealed with a sealing compound approved by the Engineer.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, as specified in Section 87-1.03B, "Conduit Installation," of the State Standard Specifications, or a concrete tight split coupling or concrete tight set screw coupling shall be used.

Conduit runs may be located behind curbs or installed in the street.

Trenching for conduit installation within the street section is PERMITTED if delay to any vehicle will not exceed 10 minutes. The top of the installed conduit shall be a minimum of 1 foot below finish grade in the street section. The trench shall be backfilled with commercial quality concrete.

All trenches shall be finish paved within 24 hours of the installation of the Portland cement concrete backfill. If the contractor does not comply with this section, the Engineer will order the work done by others and deduct the cost of doing the work from monies due the Contractor.

When rigid non-metallic conduit is placed in a trench other than in the street section, and after the conduit is installed, the trench shall be backfilled with PCC Slurry. No native material backfill will be permitted.

The conduit in a foundation and between a foundation and the nearest pullbox shall be the rigid non-metallic type.

10-1.19B DETECTORS

Loop wire shall be Type 1. The loop lead-in cable shall be Type B.

Each cable shall be identified in the pull-box nearest the loop and in the controller cabinet as to its "phase and loop number."

Detector sensor units shall be "Detector Systems Model 222" or approved equal. Detector sensor units furnished shall function without "locking up". If the detector sensor units furnished for the contract continually lock up when tuned for a motorcycle or bicycle, all sensor units shall be replaced with another brand of detector.

Conductors to be buried in the pavement shall be installed only in the presence of the Engineer. All loops shall be connected in series (electrically, not mechanically).

The loops shall be installed prior to the placement of the final lift of asphalt. The detector loops shall not be any deeper than 3-inches from the final grade.

Detector lead-in cable (DLC) shall be installed from the pull box to the controller cabinet as directed by the Engineer. Where DLC is to be installed into an existing conduit system, the following procedure shall be followed:

1. Disconnect loop wires from DLC.
2. City Traffic Operations to place the signal controller on "Recall".
3. Remove the DLC to the controller cabinet.
4. Install DLC as directed by the Engineer.
5. Splice to loop wires and test detector function.

Contractor shall coordinate with the City operation prior to cutting existing detector loops.

Prior to saw cutting for loops, acceptance of layout lines/locations by the Engineer is required. Loops and loop wire shall be inspected by the Engineer prior to being installed.

10-1.19C HANDHOLES

Detector handholes shall conform to Detector Handhole details shown on Standard Plan ES-5D, of the State Standard Plans, these specifications, and as directed by the Engineer.

Where required, Detector Handholes shall be installed at the locations directed by the Engineer and shall be flush with the finish grade. The cement used to join the ABS sweep "Y" to the PVC conduit shall be capable of providing a solvent type weld between the two materials.

Measurement and Payment

The contract unit price paid for

- a) ***Bid Item 30 ,63, 94, & 124, Inductive Type D Traffic Loop Detector***
- b) ***Bid Item 31, 64, 95, & 125, Inductive Type E Traffic Loop Detector***
- c) ***Bid Item 32, 65, & 126, Inductive Type D Traffic Loop Detector (Bike Lane Detection)***

will be per **EACH**, and shall include full compensation for complying with **Section 10-1.19**, furnishing all labor, materials, tools, equipment, conduit, detector handhole, including but not limited to, cat tracking, connection to existing pullbox, DLC, testing,

incidentals, and performing all alterations necessary to complete the work in place to construct a functioning traffic signal system, as specified in the State Standard Specifications, these Technical Specifications, and as directed by the Engineer.

Appendix A

Construction Water Permit



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	1/1/2026	01/01/2027
Monthly Fixed Charge	\$399.00	\$419.00	\$440.00	\$462.00	\$485.00
Usage Charge	\$ 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)
Deposit for Meter	\$ 1,200.00	(Refundable)			
Application Fee	\$ 36.00	(Non-refundable)			
Total Deposit	\$ 1,236.00				

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. If a meter reading is not provided by the **25th of each month**, a **\$38.00** 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.
9. Meter to be returned to the Public Works Corporation Yard. They are located at 357 E. 12th St. between 7:00 a.m. and 3:00 p.m.

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: _____

Appendix B

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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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 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each 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 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 5th 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 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

Resolution 93-8022

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
 Encourage Bidders on Public Works)
 Projects to Increase the Utilization and)
 Hiring of Local Contractors, Local) Res. No. 93-8022
 Businesses and Members of the City's)
 Minority Community)
 _____)

The City Council of the City of Pittsburg DOES RESOLVE as follows:

A. The Council desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the City's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Council desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Council resolves:

Section 1. Minority Employment Guidelines

A. The Council declares that it is the policy of the City to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the City is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Council declares that it is the policy of the City to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Council declares that it is the policy of the City to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the City. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract in the City.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the City is required to submit to the City a summary by percentages and/or dollar amount of minority, local resident, local business and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the City.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

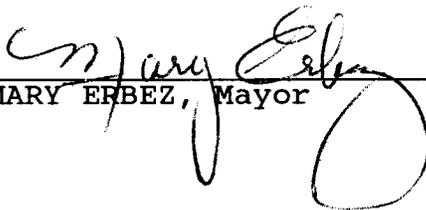
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Councilmembers Canciamilla, Davis, Lewis, Quesada and Mayor Erbez

NAYS: None

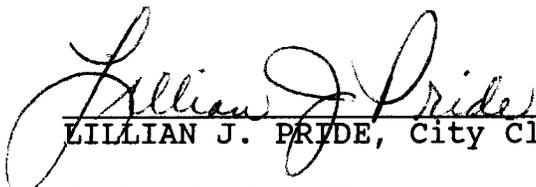
ABSTAINED: None

ABSENT: None



MARY ERBEZ, Mayor

Attest:



LILLIAN J. PRIDE, City Clerk

p\gen\local.res\c.nl.100

MICHAEL R. WOODS
SAMUEL T. CRUMP
LAURA J. ANDERSON

LAW OFFICES
MICHAEL R. WOODS
A PROFESSIONAL CORPORATION
18100 CARRIGER ROAD
SONOMA, CALIFORNIA 95476-4072
(707) 996-1776

FACSIMILE
(707) 935-0523

November 24, 1993

MEMORANDUM

TO: Mayor and Councilmembers
Chair and Board of Directors, Redevelopment Agency

FROM: Michael R. Woods, City Attorney
Laura J. Anderson 

RE: Local Employment Program

This memorandum is in response to the Council's request for information on a local contractor and minority preference program on public works contracts. Additionally, Councilman Canciamilla recently requested a resolution for Council consideration establishing a voluntary program which encourages the hiring of minorities, local residents and local small businesses in public works contracts.

A. Requirements for a Mandatory Preference Program

Before the City (or Agency) could adopt a mandatory program giving preference to local residents or local businesses in public works contracts, the Council would have to make at least one of the following findings:

- (1) non-residents are a "substantial cause" of social and economic problems (e.g. unemployment, crime, homelessness, poverty) facing city residents; or
- (2) the City has itself created disadvantages (e.g. higher business taxes, more stringent land use requirements) which cause local businesses to suffer.

The Council's findings would have to be based on substantial evidence such as statistical information, departmental studies, and testimony of city residents. The program adopted would have to be consistent with the findings, and the findings would have to be supported by appropriate evidence in the record of the Council's action. The program would have to be reasonable in light of the findings and evidence and could not favor local residents at the expense of non-residents in a way that would be disproportionate when considered against the findings and evidence.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 2

If a mandatory program were adopted without the required findings or adequate supporting evidence, a non-resident could challenge the local preference program in court as a violation of his or her constitutional rights.

If the Council wishes to entertain a mandatory program, we suggest you direct staff to conduct a study and gather evidence concerning the findings that would have to be made, and return to the Council with a proposed program.

B. Proposed Resolution on Voluntary Program

The Council may adopt a voluntary contractor preference program without making the findings described above. The program must be truly voluntary, however; the City would not make any decision to grant a contract to a particular contractor based upon compliance with the program.

Enclosed for your consideration is a proposed resolution which recognizes increased employment of City residents and increased opportunities for local businesses are desirable for the City. The resolution encourages bidders on public works contracts to hire members of the minority community, local residents and local businesses. The guidelines set forth below are a suggestion only. The Council may wish to adjust the percentages to encourage maximum participation in the program.

The resolution will state the Council's policy that bidders promote employment opportunities for minorities, local residents and small local businesses, as follows:

(1) Minority Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a minority work force of 20% on a craft-by-craft basis.

(2) Local Resident Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a local resident work force of 50% on a craft-by-craft basis.

(3) Local Business Guidelines. A bidder who is awarded a public works contract is encouraged to award 20% of the total dollar amount of the contract to local small businesses through subcontracts.

If the Council wishes to adopt this voluntary program, it may do so by adopting the enclosed resolution, which would take effect immediately unless otherwise specified.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 3

Please feel free to call if you have any questions or comments.

MRW:LJA:lr

Enclosure

cc: S. Anthony Donato, City Manager
Lillian J. Pride, Assistant City Manager/City Clerk
Nasser Shirazi, Community Development Director

pitts/general/mconpref/c.nl.100

BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-442
Businesses and Members of the City's)
Minority Community)
_____)

The Redevelopment Agency of the City of Pittsburg DOES RESOLVE as follows:

A. The Agency desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the Agency's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Agency desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Agency resolves:

Section 1. Minority Employment Guidelines

A. The Agency declares that it is the policy of the Agency to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Agency declares that it is the policy of the Agency to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Agency declares that it is the policy of the Agency to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the Agency. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract by the Agency.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the Agency is required to submit to the Agency a summary by percentages and/or dollar amount of minority, local resident, local businesses and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the Agency.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Members Canciamilla, Davis, Lewis, Quesada & Chair Erbez.

NAYS: None.

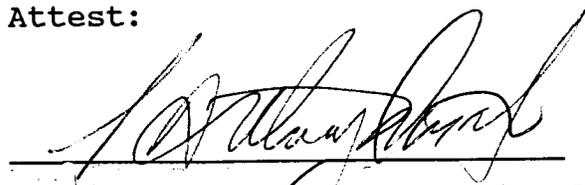
ABSTAINED: None.

ABSENT: None.



MARY ERBEZ, Chair

Attest:



S. Anthony Donato, Executive Director

p:\gen\rloc\res.ra\ra\nl.100

Appendix D

Davis Bacon Prevailing Wage Rates

"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

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

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

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

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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

 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

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03

Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

 CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

 CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

 CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0217-001 07/01/2023

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

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49

Millwright.....\$ 54.95 33.08

CARP1109-001 07/01/2021

Kings County

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 12/01/2021

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.

ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 88.25	3%+42.315

ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	28.09

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.

 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

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.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

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.

 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.

 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.

 ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 80.73	3%+42.87
ELECTRICIAN.....	\$ 70.20	3%+42.87

 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

 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.

 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.

 ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88

 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.

 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

 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.

 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

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.

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

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine

operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 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

 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

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

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

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

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.

 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.

 LAB00073-003 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

 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

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.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2022

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.

LAB00261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 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

LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20

GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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.

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.

LAB00270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 34.48	26.21
Area B.....	\$ 33.48	26.21
Traffic Control Person I		
Area A.....	\$ 34.78	26.21
Area B.....	\$ 33.78	26.21
Traffic Control Person II		
Area A.....	\$ 32.28	26.21
Area B.....	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 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

LAB00270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

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.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (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.

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".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 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.

LAB00294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB00294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 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

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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.	

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.

LAB00304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 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

LABO0304-004 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.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 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.

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.

LAB00324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/26/2023

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

LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
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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.

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".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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

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.

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.

LAB01130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83

GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete 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

LAB01130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

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.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2022

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.	

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.

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

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

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.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

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.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

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.

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

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

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

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.00	40.10

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

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.95	38.59

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

* PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER CONTRA COSTA COUNTY.....	\$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER ALAMEDA COUNTY.....	\$ 74.00	47.45

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

PLUM0393-001 07/01/2021		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

PLUM0442-001 07/01/2023		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.90	35.64

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.

ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 52.43	22.19

ROOF0081-001 08/01/2023		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

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

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

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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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