

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

BROADMOOR SAFE ROUTES TO SCHOOL
PEDESTRIAN IMPROVEMENTS PROJECT

TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY

COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050

FEDERAL-AID PROJECT NO. STPL-5935 (087)

APPROVED: July, 29, 2022



ANN MADER STILLMAN
(R.C.E. No. 47882)
Director of Public Works



Department of Public Works
San Mateo County
555 County Center, 5th Floor
Redwood City, California 94063-1665

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AGREEMENT

Signature Sheet

**COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN, that

Sealed bids will be received at the office of the County Executive Officer/Clerk of the Board of Supervisors, Hall of Justice and Records at 400 County Center, Redwood City, California, until the hour of

1:00 p.m., Thursday, March 23, 2023

which all bids will then be transmitted to the County Executive's Office in the Hall of Justice and Records, where the bids will be publicly opened and read aloud for the following project in accordance with the specifications therefore and to which special reference is made as follows:

**BROADMOOR SAFE ROUTES TO SCHOOL
PEDESTRIAN IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050**

FEDERAL-AID PROJECT NO. STPL-5935 (087)

Bids are required for the entire work described herein.

Bidders are advised that, as required by Federal law, the County of San Mateo has established a DBE goal of 8 %. The Contractor's attention is directed to the forms included in, and required to be completed and submitted with, the Proposal.

Bidders are further advised of the following:

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
 - a. Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100) or email (pw-surveying@smcgov.org), please send check payable to "County of San Mateo" to 555 County Center, 5th Floor, Redwood City, CA 94063; OR**

- b. Complete and sign the following Plan Holder’s Affidavit by using the link below and you will receive a separate link for downloading an electronic copy of the Plans and Specifications. The contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

<https://www.smcgov.org/publicworks/BroadmoorSRTS-PlanHoldersAffidavitForm>

- c. If plans and specifications are obtained through a source other than those outlined in 1a and 1b above, complete and sign the following Plan Holder’s Affidavit and return to the County by either PDF via email to azhang@smcgov.org and wng@smcgov.org or by fax at (650) 361-8220. The Contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

Plan Holder’s Affidavit	
Project Title:	Broadmoor Safe Routes to School Pedestrian Improvements Project
Project No.:	RW940
Project Engineer:	Alex Zhang
Project Manager:	Wency Ng
Bid Open Date and Time:	1:00 p.m., Thursday, March 23, 2023
Company Name:	_____
Mailing Address:	_____
Phone Number:	_____
Fax Number:	_____
E-mail Address:	_____
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

2. The Plan Holders List will be posted to the County of San Mateo’s Public Works website two (2) working days prior to the bid open date.

3. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to azhang@smcgov.org and wng@smcgov.org, not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.
4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
5. Proposals in which the prices obviously are unbalanced may be rejected.
6. The Contractor's attention is directed to the importance of complying with the provisions of Section 7-0.10, "Federal Forms, Posters and Data Required of Contractor During Construction," and Appendix G, "Pre-Construction Handout Packet for Federal-Aid Contracts," of these Special Provisions.

The Department of Public Works website will be updated as needed and can be accessed under the Department's tab found on the County of San Mateo website. (<https://www.smcgov.org/publicworks>)

ENGINEER'S ESTIMATE**BROADMOOR SAFE ROUTES TO SCHOOL
PEDESTRIAN IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
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**COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050**

FEDERAL-AID PROJECT NO. STPL-5935 (087)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	11	1	LS	Mobilization
2	12	1	LS	Maintaining Traffic
3	13	1	LS	Water Pollution Control
4	14	1	LS	Construction Waste Management
5	15-1	4	EA	North San Mateo County Sanitation District – Adjust Sanitary Sewer Manhole to Grade (ALT) (Non-Participating)
6	15-1	1	EA	Adjust Storm Drain Manhole to Grade
7	15-2	5	EA	Modify Drainage Inlets to Manholes
8	15-3	8	EA	California Water Service Company – Adjust Water Valve Box to Grade (ALT) (Non-Participating)
9	15-4	2	EA	Adjust Monument Box Covers to Grade
10	15-5	1	LS	Remove Pavement Markers, Traffic Stripes, and Pavement Markings
11	15-6	250	SY	Remove Portland Cement Concrete
12	15-7	10	EA	Pothole and Protect Existing Utilities
13	17	1	LS	Clearing and Grubbing
14	19-1	55	CY	Roadway Excavation

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*Broadmoor Safe Routes to School Project
Engineer's Estimate – Continued from Previous Page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
15	26	78	CY	Aggregate Base (Class 2)
16	37	19,000	SY	Slurry Seal
17	37-1	1	LS	Crack Seal
18	39	15	TON	Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium Grading)
19	39-3	980	SY	Grind and Overlay 3" Asphalt Concrete Pavement
20	39-4	56	SY	Place Asphalt Concrete (Raised Crosswalk)
21	51-1	10	CY	Class 2 Concrete (Minor Structures)
22	51-3	55	CY	Class 3 Concrete
23	51-4	13	EA	Install New Curb Ramps
24	51-5	320	SF	Detectable Warning Surfaces
25	56-1	2	EA	Install New Roadside Sign
26	56-2	11	EA	Remove and Reset Existing Roadside Signs
27	64	125	LF	12" HDPE Storm Drain Pipe
28	64	16	LF	24" HDPE Storm Drain Pipe
29	81	26	EA	Delineators
30	84-1	300	SF	Thermoplastic Pavement Markings and Legends (White)
31	84-1	2,650	SF	Thermoplastic Pavement Markings and Legends (Yellow)
32	84-1	12,500	LF	Thermoplastic Traffic Striping, 6" White
33	84-1	7,000	LF	Thermoplastic Traffic Striping, 6" Yellow
34	85	550	EA	Pavement Markers, Type D, Two-way Yellow Retroreflective

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*Broadmoor Safe Routes to School Project
Engineer's Estimate – Continued from Previous Page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
35	85	8	EA	Pavement Markers, Blue Retroreflective Fire Hydrant Marker
36	86	540	LF	Furnish and Install 3" PVC Conduit
37	86	2	EA	Furnish and Install Type 332L with Battery Backup System Cabinet and Foundation
38	86	2	EA	Furnish and Install Model 2070 Traffic Signal Controller
39	86	1	EA	Furnish and Install Type II Service Enclosure
40	86	1	EA	Furnish and Install Type III Service Enclosure
41	86	2	EA	Furnish and Install Type 15TS Pole Assembly
42	86	13	EA	Furnish and Install Type 1-B Pole Assembly
43	86	2	EA	Furnish and Install No. 6 Pull Box
44	86	16	EA	Furnish and Install No. 5 Pull Box
45	86	24	EA	Furnish and Install Type A Loop Detectors
46	86	8	EA	Furnish and Install Type D Loop Detectors
47	86	20,065	LF	Furnish and Install Traffic Signal Conductors
48	86	6	EA	Remove and Dispose of Existing Traffic Signal Pole and Foundation
49	86	1	EA	Remove and Dispose Existing Type III Service Enclosure and Foundation
50	86	1	EA	Furnish and Install Temporary Signal Pole
51	88	1	LS	RRFB Assembly System
52	100	1	LS	Construction Staking
53 (R)	101	9	EA	Inlet Trash Capture Device

Engineer's Estimate of Costs: \$ 1,304,000

(F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard

Specifications.

(R) Revocable Item. See Special Provision section for additional information.

(Note: Gaps in section numbering, above, indicate the Section is blank or does not apply.)

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the County of San Mateo does not, expressly or by implication, agree that the actual amount of work will correspond herewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed necessary or expedient by the Engineer.

Payment to the Contractor for materials furnished and work completed shall be made by the County in accordance with Section 9 of the "Special Provisions" portion of these Contract Documents. Pursuant to Section 22300 of the Public Contract Code, Contractor may, upon his request and at Contractor's expense, substitute equivalent securities for any moneys retained from such payment for the fulfillment of the Contract.

Pursuant to Section 1773 of the California Labor Code, prevailing wage rates in the County have been established by the California Department of Industrial Relations, and copies are available in the office of the Director of Public Works. Said prevailing wage rates shall be made available to any interested party on request, and the successful Bidder shall post a copy of the wage rates at the job site. The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and the Federal Requirements section of these Special Provisions. More specifically, reference is made to section FR-2, "Federal Wage Rates (North County)".

Additionally:

- a. **When applicable, both Contractor and Subcontractor hereby agree to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810**

et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774.

California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

- b. Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:**
- i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
 - ii. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
 - iii. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

Attention is directed to the Federal minimum wage rate requirements in the Contract documents 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.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline provided below to report these activities. Reference is made to Section 2-1.50, Bid Rigging," of the Standard Specifications, which states: "The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, or 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."

Wage rates for overtime shall be paid at not less than one and one-half (1-1/2) times the above rates. Wage rates for Sundays and holidays shall be paid at not less than two (2) times the above rates.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Project.

It is the policy of the County that Contractors on public projects employ their workers and craftsmen from the local labor market whenever possible. "Local Labor Market" is defined as the labor market within the geographical confines of the County of San Mateo, State of California. Consistent with this policy, the Contractor is requested to employ craftsmen and other workers from the local labor market whenever possible to do so.

Each bidder shall submit with the bid, Certificates of Compliance and Intent on a form provided in the "Proposal" section of these Contract Documents, a certificate that bidder is in compliance with the provisions of the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and any other federal, State and local laws and regulations relating to equal employment opportunity. With the execution of said certificates, bidder also agrees that bidder will maintain or develop and implement, during the course of the work concerned, a program of hiring and employment,

conducted without regard to race, religion, color, national origin, ancestry, sexual orientation, or sex of the applicants. With this certification, bidder shall submit any and all information that may be required by the County in connection with the particular project.

Each bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to resolution of construction claims, and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above shall be considered as incorporated into and become an integral part of these specifications.

Questions relating to equal employment should be directed to the San Mateo County Department of Public Works, Equal Employment Opportunity Program, 555 County Center, 5th Floor, Redwood City, CA 94063-1665, telephone (650) 363-4100.

Plans and Specifications and forms of Proposal and Contract may be seen and obtained at the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665. Plans and specifications may be obtained for a:

NON-REFUNDABLE FEE OF \$50 PER SET

Additional technical questions should be directed to the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665, telephone (650) 363-4100.

The Contractor shall possess either a Class A License or a combination of Class C licenses that are applicable for the majority of the work at the time this contract is awarded. No Contract will be awarded to a Bidder who is not licensed as required by laws of the State of California.

The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

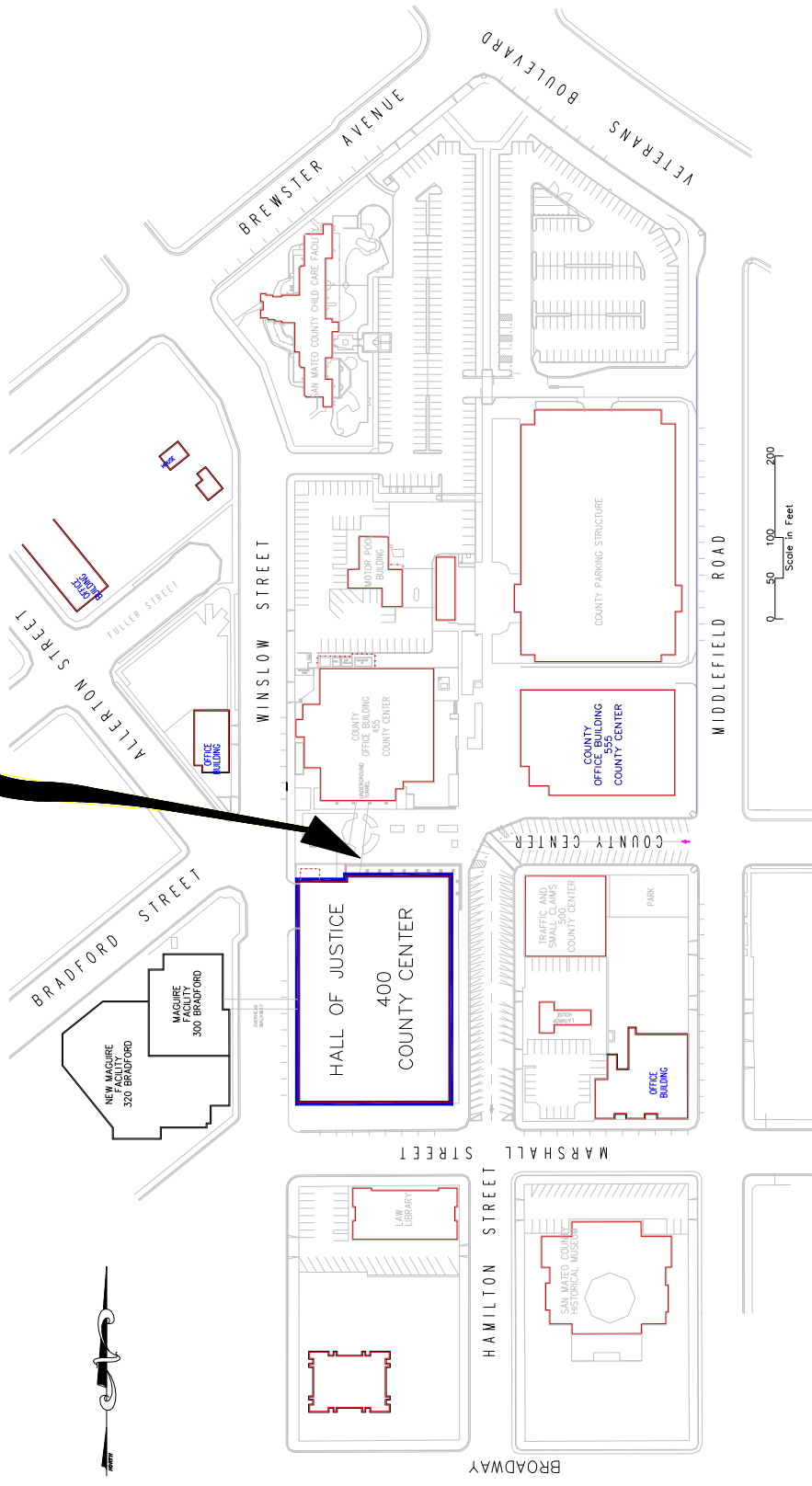
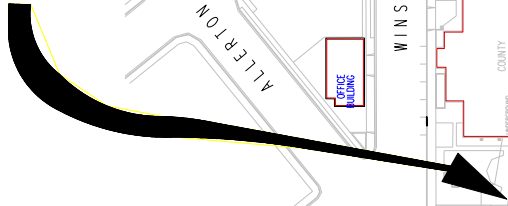
Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: August 2, 2022

**Michael Callagy, County Executive
Officer/ Clerk of the Board of
Supervisors**

PUBLIC ENTRANCE
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

Receipt of Bids in the Office of the County Manager/Clerk of the Board of Supervisors, Hall of Justice.
Refer to project Notice to Contractors for Time, Date or alternate location.

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COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**SPECIAL PROVISIONS
FOR**

**BROADMOOR SAFE ROUTES TO SCHOOL
PEDESTRIAN IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050**

FEDERAL-AID PROJECT NO. STPL-5935 (087)

DATE: July 29, 2022

**SECTION 1.
DEFINITIONS OF TERMS TO BE USED IN THE SPECIAL PROVISIONS,
NOTICE TO CONTRACTORS, PROPOSAL, AGREEMENT OR
OTHER CONTRACT DOCUMENTS**

Except as specifically stated herein, the definitions contained in the Standard Specifications of the State of California, Department of Transportation, as set forth per Section 2-1, "Plans and Specifications," of these Special Provisions and hereafter referred to as "Standard Specifications," shall be applicable with the understanding that where said definitions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said definition shall be interpreted to refer to the County of San Mateo, the Department of Public Works, or other appropriate department, division, official, officer or employee of the County of San Mateo.

Definition 7-1.02L, "Public Contract Code," of the Standard Specifications shall not be interpreted to include the provisions of Article 7.1 of Division 2, Part 2, Chapter 1 of the Public Contract Code.

END OF SECTION

SECTION 2. BIDDING

The Bidder's attention is directed to all the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer in lieu of the sample forms provided herein in Appendix C of these Special Provisions. The County will not be responsible for any oral interpretations to Bidders with respect to any of the work embraced herein.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 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.

All proposals must be made upon the blank form contained herein.

2-1. Plans and Specifications

Subject to the exceptions stated herein, the work embraced herein shall be done in accordance with the Standard Plans and Specifications as adopted by the County of San Mateo insofar as the same may apply, and in accordance with the following Special Provisions.

As set forth in **Resolution No. 077277** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved the **2018** Standard Plans and Standard Specifications, of the State of California, Department of Transportation as the Standard Plans and Standard Specifications

of the County of San Mateo, State of California.

In the event that a discrepancy arises between the project Plans, these Special Provisions, the Standard Plans and the Standard Specifications, the provisions of Section 5-1.02, "Contract Components," of the Standard Specifications shall apply.

2-1.01. Federal Lobbying Restrictions

Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1352, of the United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

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

Certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is required. Included in the Proposal is Exhibit 10-Q (Standard Form LLL), "Disclosure of Lobbying Activities," with instructions for completing. Signing the Proposal shall constitute both signature of Standard Form LLL and said 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 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.

2-1.02. Disadvantaged Business Enterprise (DBE)

The bidder's attention is directed to the provisions in Sections 2-1.12 and 5-1.13B, "Disadvantaged Business Enterprises," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning DBEs.

This contract is subject to Title 49 CFR 26.13(b):

"The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 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.

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

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the County specifies a goal for DBEs.

Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Contractor shall meet the DBE goal or demonstrate that he/she made adequate good faith efforts to meet this goal. The DBE goal, as shown on the Notice to Contractors, is eight percent (8%).

It is Contractor's responsibility to verify that the DBE firm is certified as a DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

<https://dot.ca.gov/programs/civil-rights/dbe-search>

and choose the “Access the DBE Query Form” link.

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

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

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

Contractor receives credit towards the goal if he/she employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

The Contractor is advised of the following:

- a. **Contractor shall submit DBE information on the “Exhibit G Construction Contract DBE Commitment” form included in the Proposal section of this document. Said form shall be submitted, by each bidder, with the Proposal.**
- b. **Written confirmation from each DBE stating that it is participating in the contract shall be submitted. 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.**
- c. **If Contractor does not submit the DBE Commitment form and written confirmation from each DBE with their bid, the County will find said Contractor’s bid to be non-responsive and it will be disqualified.**

Good Faith Efforts Submittal

Regardless of whether or not the Contractor has met the DBE goal, the Contractor shall complete and submit the "Exhibit-H: Proposer/Contractor Good Faith Efforts" form with the bid showing that an adequate good faith effort was made to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. **Good faith efforts documentation must be submitted within five (5) calendar days from bid opening.**

Regardless if Contractor's DBE Commitment form shows that the DBE goal has or has not been met, Contractor is still required to submit good faith efforts documentation to protect eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Contractor's good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work Contractor has made available to DBE firms. Contractor shall identify those items of work he/she might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, Contractor shall show the dollar value and percentage of the total contract. It is the Contractor's 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. Contractor is 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 Contractor 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 Contractor has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Contractor shall 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 Contractor, identify the name of the DBE assisted, nature of the assistance offered, and date. Contractor shall provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts. The County may consider DBE commitments of the 2nd and 3rd responsible bidders when determining whether the low bidder made adequate good faith efforts to meet the DBE goal.

END OF SECTION

SECTION 3. CONTRACT AWARD AND EXECUTION

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

However, the following supersedes the second paragraph in Section 3-1.04, "Contract Award," of the Standard Specifications:

"The award of contract, if awarded, will be made to the lowest responsible bidder within **SIXTY (60) DAYS** after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the third responsible bidder. The period of time after that specified above within which the award of the contract may be made shall be subject to extension for such further period as may be agreed upon, in writing, between the County and the bidder concerned."

Bidders who wish to lodge a protest for consideration as to the bidding process or the award of a contract to the lowest responsible bidder must do so as follows:

- (1) Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening, shall be filed **two (2) business days** prior to bid opening.
- (2) Protests other than those covered by paragraph 1, above, shall be filed no later than **ten (10) calendar days** after the bid opening.
- (3) All protests shall be delivered to:

Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063

Untimely protests, which do not meet the deadline requirements specified above, will not be accepted or considered.

Bid protests must be submitted in writing to the addressee and address listed above. Bid protests must at a minimum include the following:

- Project Name
- Project File Number
- A complete statement describing the basis for the bid protest, which includes a detailed statement of all legal and factual grounds for the protest

- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

If a valid protest is filed timely, the Department will investigate the bid protest. The protested bidder shall have **three (3) business days** to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Department Director shall make a recommendation to the San Mateo County Board of Supervisors regarding the bid protest.

Bid protests are to be delivered to the following address: 555 County Center, 5th Floor Redwood City, CA 94063.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County 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: 555 County Center, 5th Floor Redwood City, CA 94063.

Paragraph 1 of Section 3-1.02, "Contract Bonds," of the Standard Specifications is amended to read:

"The Contractor shall provide, at the time of the execution of the Agreement or Contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to County Counsel."

"Reference is made to **Appendix C** of these Special Provisions for a sample of both a "Payment Bond" and "Performance Bond" that have been approved as to form by County Counsel."

A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The Contractor shall 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.

END OF SECTION

**SECTION 4.
DESCRIPTION OF WORK**

The work to be done consists, in general, of installing a raised midblock crosswalk with Rectangular Rapid Flashing Beacons (RRFB), installing concrete curb extensions, curb ramps, drainage inlets and pipes, replacing traffic signals, cabinets, and detector loops, and slurry sealing and restriping the roads, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

END OF SECTION

SECTION 5. CONTROL OF WORK

Attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications, except as herein provided, and to Section 2-1, "Plans and Specifications," of these Special Provisions.

5-1. Differing Site Conditions

This section shall be used in lieu of Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications. Section 4-1.06 of the Standard Specifications shall not apply.

Contractor's Notification

Contractor shall promptly notify the Engineer if either of the following conditions are found:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. 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.

Contractor shall include details explaining the information relied on and the material differences discovered.

If Contractor fails to notify the Engineer promptly, the differing site condition claim is waived, for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, Contractor waives the differing site condition claim.

Engineer's Investigation and Decision

Upon Contractor's notification, Engineer shall investigate job site conditions and:

1. Notify Contractor whether to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both

Contractor may protest the Engineer's decision.

5-2. Repair of Equipment

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the contract, shall be subject to all the requirements relating to labor set forth in these specifications and in the special provisions.

5-3. Cooperation

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36, "Property and Facility Preservation," of the Standard Specifications, and to these Special Provisions. The utility companies may be rearranging their facilities within the project area and it is expected that they will cooperate with the Contractor to the end that the work may be handled in an efficient manner.

The Contractor shall contact USA North811 (USA) service alert a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at usnorth811.org or by phone by dialing (800) 642-2444 or 811.

5-4. Permits and Licenses

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

The Contractor shall have at least two employees trained in confined space entry regulations CAL/OSHA Confined Space Regulations, Title 8 CCR GISO 5156, 5157, and 5158 at the site whenever there are open trenches or underground work going on. It is understood that all fall protection, retrieval and atmospheric monitoring equipment shall be furnished and maintained by the Contractor at the Contractor's expense. This shall include but not be limited to cost associated with compliance with Confined Space Entry Regulations shall be at the expense of the Contractor.

Contractor's attention is directed to Appendix F, "Encroachment Permit," of these Project Specifications.

5-5. Project Appearance

The Contractor shall maintain a neat appearance to the work. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-6. Preservation of Property

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications.

5-7. Air Pollution Control

Air pollution control shall conform to the provisions of Section 14-9.02, "Air Pollution Control," of the Standard Specifications.

5-8. Obstructions

Attention is directed to the provisions in Sections 5-1.36C, "Nonhighway Facilities," 15, "Existing Facilities," and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

5-9. Sound Control

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications.

5-10. Public Convenience

Public Convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and to these Special Provisions.

5-11. Disposal of Material Outside the Highway Right of Way

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Sections 5-1.20B(4), "Contractor-Property Owner Agreement," and 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications, and Section 14, "Construction Waste Management," of these Special Provisions. The Contractor's attention is further directed to Appendix "A", "Construction Waste Management Plan," of these Special Provisions.

5-12. Sanitary Sewer Monitoring and Reporting Requirements

The Contractor's attention is directed to Appendix B for sanitary sewer monitoring and reporting requirements.

5-13. Subcontracting

Attention is directed to the provisions in Section 7-0.20, "Subcontracting," of these Special Provisions and Section 5-1.13, "Subcontracting," of the Standard Specifications.

The Contractors engaged in Federal-aid projects shall physically incorporate provisions contained in Federal Form FHWA-1273 in all subcontracts, lower tier contracts, and purchase orders. Copies of subcontracts shall be available to the Engineer upon written request as stated in Section 5-1.13, "Subcontracting," of the Standard Specifications.

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

END OF SECTION

SECTION 6. CONTROL OF MATERIALS

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all materials required to complete the work under this Contract.

The County uses a Quality Assurance Plan (QAP) to provide assurance that the materials incorporated into construction projects are in conformance with the contract specifications. Contractor may examine records and reports of tests performed by the County if they are available on the job site. Contractor shall schedule work to allow time for the testing requirements in the QAP.

The Contractor is advised that 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. The Contractor's attention is directed to Section 7-0.15, "Buy America Requirements," of these Special Provisions.

The Contractor shall furnish steel and iron materials to be incorporated into the work that are produced 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 does not exceed the greater of 0.1 percent of the total bid or \$2,500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, Contractor shall submit a Certificate of Compliance under Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the

United States except for the above exceptions.

6-1. Certificates of Compliance

Certificates of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications shall be furnished for all manufactured products, unless otherwise waived by the Engineer.

6-2. Materials Testing

Whenever the specifications require compliance with specified values for the following applicable properties, tests will be made as indicated:

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	Description
Aggregate Base	Relative Compaction	CT 231 or ASTM D6938	Determines field densities using a nuclear gage.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

Any costs to the County for testing layers which fail the compaction requirements may be deducted from any progress payment due to the Contractor when, in the opinion of the Engineer, such failure results from the Contractor's lack of diligence in pursuing compaction effort. In the event that a test fails, any testing after the first shall be at the Contractor's expense.

END OF SECTION

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, these Special Provisions, and to the provisions of paragraph VIII, "Insurance," of the Agreement (AG) portion of the Contract Documents for insurance requirements and the provisions related to Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Sections XV, "COVID-19" and XII, "Electronic Signature," of the Agreement (AG) portions of the Contract Documents.

7-0.10. Federal Forms, Posters and Data Required of Contractor During Construction

The Contractor is advised that there are Federal posters required to be posted at the job site and forms required to be submitted during construction. Reference is made to the "Federal Requirements for Federal-Aid Construction Projects" section of these Special Provisions for a listing of the most-commonly required forms. Reference is made to the pre-construction checklist titled "Federal-Aid Maintenance Contract" (Appendix G, "Pre-Construction Hand-Out Packet for Federal-Aid Projects").

The Contractor is further advised that, should Contractor fail to post the required posters at the job site or provide the Federal forms in a timely manner without due cause, as determined by the Engineer, the Engineer shall have the option, at his discretion, to either withhold the progress payment or issue a stop work order until such forms have been submitted to the Engineer.

7-0.11. Required Listing of Proposed Subcontractors

All proposed subcontractors shall be listed by the Contractor in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications.

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposed to subcontract portions of the work in an amount in excess of one-half of one percent (0.5%) of his 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 directed to other provisions of said Act related to the

imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractor after the opening of the proposals via completion and submittal of the Construction Contract DBE Commitment, Exhibit 15-G, included in the Proposal.

7-0.12. Submission of DBE Information, Award, and Execution of Contract

The bidder's attention is directed to the provisions in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," and Section 3, "Contract Award and Execution," of these Special Provisions for the requirements and conditions concerning submittal of DBE information, and award and execution of contract.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that the bidder made good faith efforts to do so.

The Contractor's attention is directed to the Good Faith Efforts Submittal requirements in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these Special Provisions.

7-0.13. Labor Nondiscrimination

The Contractor is advised that the State Standard Specifications shall apply if and where any conflicts between Section 2-1.02 "Disadvantaged Business Enterprise (DBE)," this Section 7-0.13, "Labor Nondiscrimination," and Section 7-1, "Equal Employment Program for Minority Employment," of these Special Provisions and the State Standard Specifications exist.

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 7-1.02I(2)), "Nondiscrimination," of the Standard Specifications, which is applicable to all non-exempt 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.

7-0.14. Prevailing Wage

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

In accordance with the provisions of Section 1770 of the Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage rates have been established as indicated in the Notice to Contractors and are incorporated herein by reference.

7-0.15. Buy America Requirements

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

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

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

Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

7-0.16. 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 8-1.07C, "Payment Adjustments," of the Standard Specifications.

7-0.17. Subcontractor and DBE Records

The Contractor shall use each DBE subcontractor as listed on the List of Subcontractors form, Exhibit 12-B, and the Construction Contract DBE Commitment form, Exhibit 15-G, included in the Proposal, unless an authorization is received for substitution.

The County requests the Contractor to:

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

The Contractor shall maintain records including:

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

If Contractor is a DBE contractor, Contractor shall include the date of work performed by its own forces and the corresponding value of the work.

Prior to the fifteenth of each month, the Contractor shall submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify the Contractor in writing of the decertification date and the Contractor must immediately notify the County in writing of the DBE's decertification date. If a business becomes a certified DBE before completing its work, the business must notify the Contractor and the County in writing of the certification date and submit the notifications to the County. On work completion, Contractor shall complete a DBE Certification Status Change, Exhibit 17-O form. Contractor shall submit the form to the County within 30 days of contract acceptance.

Upon work completion (i.e. completion of the contract bid items), a summary of these records shall be prepared on the "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors", Exhibit 17-F form, and certified correct by the Contractor or 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 by the County from payment to the Contractor until a satisfactory form is submitted by the Contractor. The County will release the \$10,000 withheld upon submission of a satisfactorily completed form by the Contractor.

7-0.18. DBE Certification Status

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

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

A copy of "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) has been included under that section of these Special Provisions titled "**Federal Requirements For Federal-Aid Construction Projects.**"

7-0.19. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the "Local Agency Bidder - DBE Commitment (Construction Contracts)," Exhibit 15-G form to be submitted with Contractor's bid and as specified under Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these Special Provisions. The Contractor SHALL NOT terminate or substitute a DBE listed for convenience and perform the work with his/her own forces or obtain materials from other sources without prior written authorization from the County.

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

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

11. County determines other documented good cause.

Contractor shall notify the original DBE of its intent to use other forces or material sources and provide the reasons. Contractor shall provide the DBE with 5 days to respond to its notice and advise the Contractor and the County of the reasons why the use of other forces or sources of materials should not occur.

The Contractor's request to use other forces or material sources must include:

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

If a listed DBE is terminated, or substituted Contractor 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 County 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 County does not pay for work listed on the Construct Contract DBE Commitment, Exhibit 15-G, included in the Proposal, unless it is performed or supplied by the listed DBE or an authorized substitute.

7-0.20. 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 County of San Mateo may exercise the remedies provided under Pub Cont Code § 4110. The County of San Mateo may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The provisions in the third paragraph of Section 5-1.13, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" that the Contractor perform not less than 30 percent of

the original contract work with the Contractor's own organization.

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The contractor shall not use a debarred contractor. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

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

Each subcontract and any lower tier subcontract that may in turn be made shall include "Exhibit 12-G Required Federal-Aid Contract Language " 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.

7-0.21. Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than 7 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 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause as determined by the County and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to

the 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.

The Contractor's attention is directed to Section 9-2, "Payments to Contractor," of these Special Provisions for the provisions applicable to payments to be made to the prime contractor.

7-0.22. Prompt Payment of Funds Withheld to Subcontractors

Section 9-1.16, "Progress Payments," of the Standard Specifications shall not apply.

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, 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 County. Federal Law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the County'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 California 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 non-payment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

The Contractor's attention is directed to Section 9-3, "Payments Withheld from Contractor," of these Special Provisions for the provisions applicable to payments that may be withheld from the prime contractor.

7-0.23. Partnering

The County will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both

parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the County and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

7-0.24. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7-1. Equal Employment Opportunity Program for Minority Employment

It is the intent of the Board of Supervisors of the County of San Mateo to prohibit and eliminate employment discrimination and to further the opportunities for minority persons to be gainfully employed in the performance of County construction contracts. Award of a contract to a low bidder will not be made until such bidder has complied with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code and with these guidelines.

7-1.1. Definitions

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: An Equal Employment Opportunity Program (EEOP) is a set of specific and result oriented procedures to which a Contractor commits himself in order to achieve equal employment opportunity.

COMPLIANCE OFFICER: The Compliance Officer (CO) means the County official designated by the County Executive Officer to represent him in the administration of these guidelines and in the enforcement of the provisions of Sections 2.50.040 and 2.50.050 of Title 2, Chapter 2.50.

7-1.2. Certifications of Compliance and Intent

Every bidder will submit with his bid, as required by Section 2.50.050 of Title 2, Chapter 2.50, a Certification of Compliance with the laws prohibiting discrimination and a Certification of Intent to implement an equal employment opportunity program on the form furnished in the Proposal section of these Specifications.

7-1.3. Equal Employment Opportunity Program

In addition to furnishing the Certifications of Compliance and Intent, each bidder will submit his equal employment opportunity program with his bid proposal. The EEOP shall contain the following information:

- A. Analysis of current work force
 - (1) Total number of employees;
 - (2) Numerical racial breakdown of employees by job classification;
 - (3) Information on apprentices.

These figures will provide the base by which the low bidder's EEOP will be evaluated. Factors to be considered both in the original statistics and in any plans for future employment will include the percentage of

minority population in San Mateo County, the availability of minority construction workers and the present minority representation in the various construction trades.

- B. The affirmative actions the bidder has taken and will take to ensure equal employment opportunity. These shall include:
- (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.
 - (2) Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.
 - (3) Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.
 - (4) Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.
 - (5) Selecting minority subcontractors or subcontractors who are known

for their ongoing programs of apprenticeship for minorities. This includes advising minority Contractor associations of opportunities for subcontracts. Joint ventures with minority sub-contractors are encouraged.

- C. The EEOP should state any previous experience the bidder has had with similar plans and the results of that effort. Current affirmative action plans should be described in detail.

7-1.4. Equal Employment Opportunity Program Evaluation

- A. The Compliance Officer (**CO**) will review the EEOP submitted by the low bidder in order to determine whether the program submitted complies with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, and these guidelines. If deficiencies are indicated, CO may request additional information from the bidder or suggest appropriate remedies. The CO will be available to answer questions relative to the guidelines and to advise those seeking assistance of other sources. CO will not be responsible for the service or lack of service rendered by the consultant recommended, nor will the CO develop an EEOP or serve as a recruiter for any bidder.

The low bidder may withdraw his EEOP for revision after consultation with the CO; however, the revised program must be resubmitted by a date not later than fifteen (15) calendar days after the opening of bids.

- B. All subcontractors listed in the low bidder's proposal shall be required to file completed Certificates of Compliance and Intent and their EEOP with the Bidder for submission to the County. The EEOP of each subcontractor will be evaluated by criteria established for the low bidder's EEOP.
- C. The CO, upon conclusion of the EEOP review, will report his findings and recommendation to the Director of Public Works. The CO will keep acceptable EEOP's on file for six (6) months. During this time period, if the bidder or subcontractors bid for other County contracts, they may refer to the EEOP on file and state any changes, but will not be required, unless specifically requested, to re-file their program.

7-1.5. Inclusion of EEOP and Certificates

Upon award of the Contract by the Board of Supervisors, the EEOP and certifications for the bidder and all subcontractors, which have been approved and accepted by the County, will become an integral part of the Contract and subject to the provisions thereof.

7-1.6. Compliance of Contractor

- A. The Contractor will post, in conspicuous places available to employees and applicants for employment, notices, provided by the County, stating that the Contractor is obliged to comply with the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code. These notices will also be sent to all unions, employee organizations and other recruiting sources providing employees to the Contractor.
- B. All announcements of job openings will include the statement, "An Equal Opportunity Employer."
- C. The Contractor will make written progress reports on a form provided by the County to illustrate the effectiveness of his EEOP at intervals established by the County.
- D. The **CO** will monitor the Contractor's EEOP until completion of the Contract and will report non-compliance of the Contractor in adhering to his EEOP to the Director of Public Works.
- E. The Contractor will permit, during Contractor's normal business hours and at Contractor's place of business, access by the County to his records of employment, employment advertisements, application forms and other data and records pertaining to Contractor's employment practices, for the purpose of determining whether Contractor is complying with the non-discrimination and equal employment opportunity rules of the County.

7-1.7. Compliance of Subcontractor

All subcontractors listed by the bidder are subject to all the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code.

7-1.8. Penalties for Non-Compliance

The penalties for non-compliance are listed in Title 2, Chapter 2.50, Section 2.50.050, which states:

- a. “Every public works contract shall provide that a contractor who, within the time specified in the contract, does not submit an equal employment plan and make the certifications required in this chapter shall be in breach of the contract.”
- b. “If, after an award is made, the contractor is found by the County or by a Federal or State agency empowered to make such findings to be in substantial or material violation of the Fair Employment Practices Act of the State of California, the Equal Employment Opportunity Requirement of Executive Order 11246, title VII of the Civil Rights Act of 1964, or of the provisions of this chapter or of the Board-established guidelines implementing them, he may be found to be in material breach of contract, and the County shall have the power to cancel the contract in whole or in part, or alternatively, to deduct for each working day during which the contractor is found to have been in such non-compliance, two percent (2%) of the total amount payable to the contractor.”

7-1.9. Waiver of Compliance

In the event that any of the requirements of Sections 2.050.040 and 2.050.050 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation to the Board of Supervisors. Such a waiver may only be granted by the Board and, if approved, shall become an integral part of the contract.

7-1.10 Employee Benefits

All Contractors with contracts with the County of \$5,000 or more shall comply with the provisions of Title 2, Chapter 2.84, as amended, of the San Mateo County Ordinance Code with respect to the provisions on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provisions of employee benefits between an employee with a domestic partner and an employee with a spouse. A copy of the Ordinance and Compliance form is attached to the Proposal Section of these Specifications.

In the event it is determined, by the County, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the

County Ordinance Code.

7-1.11 Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with Federal, State and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this paragraph, the County Executive Officer shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Executive Officer the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the

circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

In the event it is determined, by the County, that any portion of these requirements regarding non-discrimination conflict with Federal or State regulations, the Federal or State regulations shall take precedence over County requirements.

7-2. Prevailing Wages

The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and the Federal Requirements section of these Special Provisions.

The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

7-2.1. Payroll Records

Reference is made to Section 7-1.02K(3), "Certified Payroll Records (Labor Code § 1776)," of the Standard Specifications. In particular, the Contractor's attention is directed 'to the last paragraph, which is amended to read:

"If by the 7th working day after the 25th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 25th of that month, the Department may withhold an amount equal to ten percent (10%) of the estimated value of the work performed

(exclusive of Mobilization) from that month's estimate, except that this withholding shall not exceed \$10,000 nor be less than \$1,000. Withholdings for failure to submit satisfactory payrolls shall be additional to all other withholdings or retentions provided for in the contract. The withholding for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the withholding was made are submitted."

The Contractor is advised that Contractor shall submit either Contractor's Daily Dispatch Report at the start of each working day OR a Daily Personnel and Equipment Log (included as Appendix D of these Special Provisions) to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until submittal is made.

The Contractor is further advised that, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, all contractors and subcontractors working on a contract for public work on a public works project must furnish electronic certified payroll records to the Labor Commissioner.

7-2.2. Contractor Employee Jury Service

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. A copy of the Ordinance and a Compliance Form is attached to the Proposal Section of these Specifications.

Award of a Contract to a low bidder will not be made until such bidder has certified compliance with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code.

7-3. Highway Construction Equipment

Attention is directed to Section 7-1.02O, "Vehicle Code," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the County has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

7-4. Public Safety

Public Safety shall conform to the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and to these Special Provisions.

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

7-5. Trench Safety

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

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

END OF SECTION

**SECTION 8.
PROGRESS OF WORK AND TIME OF COMPLETION**

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications, except as herein provided.

8-1. Time of Completion

The Contractor shall begin work within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Department of Public Works, and shall diligently prosecute the same to completion before the expiration of

Forty (40) WORKING DAYS

from the date of said beginning, as described above.

The Contractor is advised that first working day shall be June 12, 2023 when school is on summer break. The Contractor shall order traffic equipment with long lead time as soon as possible after project award. Reference is made to Sections 86-1 and 86-2 of these Special Provisions.

The Contractor is advised that punch list items are required to be completed before the expiration of the working days stated above.

The Contractor may request, in writing, for an extension of working days, which request shall state the reason for said request and the number of additional working days. The Engineer will consider said request and respond, in writing, stating either the number of additional working days approved or the reason for denying the request.

8-2. Liquidated Damages

Attention is directed to Sections 8-1.04, "Start of Job Site Activities," 8-1.05, "Time," and 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Five Hundred Dollars (\$500.00) per calendar day for every calendar day delay over and above the number of working days prescribed above for finishing the work.

The Contractor is advised that task-based liquidated damages may be enforced in conformance with the following bid item-specific Special Provisions:

- (1) **Section 7-2.1, "Payroll Records," \$500 per day**
- (2) **Section 84, "Traffic Stripes and Pavement Markings," \$500 per day**

(3) Section 85, "Pavement Markers," \$500 per day**8-3. Progress Schedule**

The Contractor is advised that an initial/baseline project schedule and subsequent schedule updates is required for the work included under this Contract, and such schedules shall be in accordance with these Special Provisions.

The provisions of Section 8-1.02, "Schedule," of the Standard Specifications are superseded by the following:

"The Contractor shall submit a baseline project schedule to the Engineer within **five (5) working days** after receipt of the Notice to Proceed from the Department of Public Works. This baseline schedule and any subsequent schedule updates shall show:

- (1) Completion of all work within the specified contract time;
- (2) The proposed order of work; and
- (3) Projected starting and completion times for major phases of the work, for the total project, including dates for ordering materials and for substantial completion of the project. Reference is made to Section 8-1, "Time of Completion," of these Special Provisions."

The Contractor is advised that:

- (1) Contractor shall notify the Engineer a minimum of twenty-four (24) hours prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**
- (2) When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a "Stop Notice," and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**

The schedule shall be developed by a critical path method. The baseline progress schedule shall have as many activities as necessary, and as approved by the Engineer, to be sufficient to assure adequate planning of the project, and

to permit monitoring and evaluation of progress and the analysis of time impacts. The Contractor shall provide sufficient material, equipment, and labor to meet the completion times in this schedule.

The baseline project schedule submitted shall meet in all respects the time and order of work requirement of the contract. If the Contractor fails to define any element of work, activity or logic, and the error is discovered by either party, it shall be corrected by the Contractor at the next scheduled monthly update or revision.

The Engineer shall have **five (5) working days** to review and accept, reject or return a submitted schedule for revision. The Contractor shall not commence project work until after receipt of written approval of the preliminary project schedule from the Engineer.

The Contractor shall submit a revised progress schedule within **five (5) working days** when requested by the Engineer, or when there is significant change in the Contractor's operations that will affect the work schedule.

During the period of the Contract, on or before the first calendar day of each month, the Contractor shall submit to the Engineer a complete, updated progress schedule. Said updated schedules shall provide a complete analysis of work previously completed and work yet to be performed, including a status update of each salient component that is delayed or not on schedule, the impact such delays will have on each of the remaining salient features of the work (with revised completion dates), and a revised completion date for all of the project work. Updated schedules shall incorporate all current schedule information, actual progress, approved adjustments of time and proposed changes in sequence and logic.

The Engineer may require the Contractor to also submit, on a weekly basis, a schedule of work for the following workweek. The Engineer will determine the dates for submittal of weekly schedules.

If the Contractor or the Engineer considers that an approved or anticipated change will impact the contract progress, a schedule analysis and revised schedule supporting the proposed adjustment of time shall be submitted to the Engineer for review and approval.

If the Engineer deems that the baseline progress schedule, any necessary

progress schedules and/or required supplemental schedules do not provide the information required in the Section and/or is unacceptable in size, appearance, neatness and legibility, progress payments will be withheld by the Engineer until a schedule containing the required information and/or with improved appearance has been submitted by the Contractor and approved in writing by the Engineer.

The Engineer's written approval of any schedule shall not transfer any of the Contractor's responsibilities to the Engineer. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract. Full compensation for conforming to all of the provisions of this Section, "Progress Schedule," shall be considered as included in the unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

Full compensation for conforming to the requirements of this Section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

END OF SECTION

**SECTION 9.
MEASUREMENT AND PAYMENT**

9-1. Force Account Work

Attention is directed to the provisions of Section 9-1.04, "Force Account," of the Standard Specifications and these Special Provisions.

The first sentence of bullet item 2 under Section 9-1.04B, "Labor," of the Standard Specifications is amended to read:

"Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* and *General Prevailing Wage Rates* current during the work paid at force account for:"

With respect to extra work, the Bidder's attention is directed to the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. No extra work or change shall be made, unless pursuant to a written contract change order from the Engineer. No claim for an addition to the Contract sum shall be valid unless so ordered.

9-2. Payments to Contractor

Payments shall be made according to the provisions of Section 9, "Payment," of the Standard Specifications and these Special Provisions. Attention is directed to Section 9-1.16, "Progress Payments," regarding progress or partial payments, and to Section 9-1.17, "Payment After Contract Acceptance," regarding final estimates and payments.

Section 9-1.16E(2), "Progress Withholds," of the Standard Specifications is superseded by the following:

The County of San Mateo shall retain five percent (5%) of such estimated value of the work done, and five percent (5%) of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor. In no event shall the County of San Mateo withhold less than five percent (5%) of the total Contract price until final completion and acceptance of the project.

The Contractor may, upon request and at the Contractor's own expense, substitute security for any money withheld to ensure performance of the Contract in accordance with Government Code Section 4590.

The filing of a Notice of Completion for the work herein provided shall not

constitute an acceptance by the County of latent defects in said work.

The Contractor's attention is directed to Section 7-0.21, "Prompt Progress Payment to Subcontractors," of these Special Provisions for the provisions applicable to payments to be made by a prime contractor or subcontractor to any subcontractor.

9-3. Payments Withheld from Contractor

The County may withhold sufficient monies from any sum otherwise due the Contractor, pursuant to this Agreement, to protect the County against loss on account of:

- A. Repair or replacement of street pavement or base, and/or culverts or other structures, on or near the work, damaged by reason of the Contractor's operations due to hauling materials or moving heavy equipment.
- B. Defective work not corrected.
- C. Claims filed or reasonable evidence indicating probable filing of claims.
- D. Failure of the Contractor to make payments properly to the subcontractors for material or labor.
- E. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- F. Damage to another Contractor.
- G. Failure of the Contractor to provide water pollution control.
- H. Failure of the Contractor to submit satisfactory as-built drawings.

Payment of the amounts withheld shall be made upon the determination by the County that the withholding of such amounts is no longer necessary.

The Contractor's attention is directed to Section 7-0.22, "Prompt Payment of Funds Withheld to Subcontractors," of these Special Provisions for the provisions applicable to the return, by a prime contractor or subcontractor, of all monies withheld in retention from any subcontractor.

9-4. Stop Notices

Section 9-1.16E(4), "Stop Notice Withholds," of the Standard Specifications is superseded by the following:

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9000 et seq. of the

Civil Code.”

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity’s rights to retain monies in order to provide for that entity’s reasonable cost of litigation. The Bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

END OF SECTION

SECTION 11. MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications and to these Special Provisions.

11-1. Property Owner Primary Notification

The Contractor shall furnish all affected property owners and/or residents written notification that describes the proposed work and provide Engineer with a representative photo evidence. The photographs will be date and time stamped. The notices shall include relevant dates and describe anticipated impacts to property owners during the work, including, but not limited to, a description of landscaping and improvements that may be affected and/or removed and a statement that the owners/residents have a right to salvage all such existing landscaping, improvements and/or materials that the Contractor may remove to facilitate construction within the right of way. The content, format and method of delivery of such notices shall be approved by the Engineer prior to distribution. The Contractor is advised that these notices shall not be placed in mailboxes, as it is a violation of Federal postal regulations.

Affected property owners and residents shall be considered all those who:

1. Front on or are contiguous to the Project limits.
2. Have ingress/egress route only from within the Project limits.

The Contractor shall provide approved notification to all affected owners/residents a minimum of **TEN (10) CALENDAR DAYS** prior to the commencement of any Project site work. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until such notices are distributed.

The Contractor's attention is directed in particular to the importance of notifying those property owners that have landscaping and other improvements that may be impacted by the work required to install new sidewalks. Reference is made to Section 19, "Roadway Excavation," of these Special Provisions.

For additional property owner notification requirements, the

Contractor's attention is directed to Section 12, "Maintaining Traffic," of these Special Provisions.

The contract lump sum paid for this item, "Mobilization," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in bringing equipment, materials, and tools to the site, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

END OF SECTION

SECTION 12. MAINTAINING TRAFFIC

Attention is directed to Section 12-1, "Temporary Traffic Control, General," of the Standard Specifications, Sections 5-10, "Public Convenience," and 7-4, "Public Safety," of these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. Section 12-1.04, "Payment," of the Standard Specifications shall not apply. In connection with said sections, it is understood that all lights, signs, barricades, flaggers or other necessary devices shall be furnished and maintained by the Contractor at the Contractor's expense.

Contractor is advised that general roadway excavation shall not commence until authorized by the Engineer.

Property Owner Secondary Notification

The Contractor shall furnish all affected property owners and/or residents secondary written notification that describes the proposed work, including relevant dates; the Contractor's attention is directed to Section 11, "Mobilization," for primary notification requirements. The content, format and method of delivery of such secondary notices shall be approved by the Engineer prior to distribution.

Affected property owners and residents shall be considered all those who:

1. Front on or are contiguous to the Project limits.
2. Have ingress/egress route only from within the Project limits.

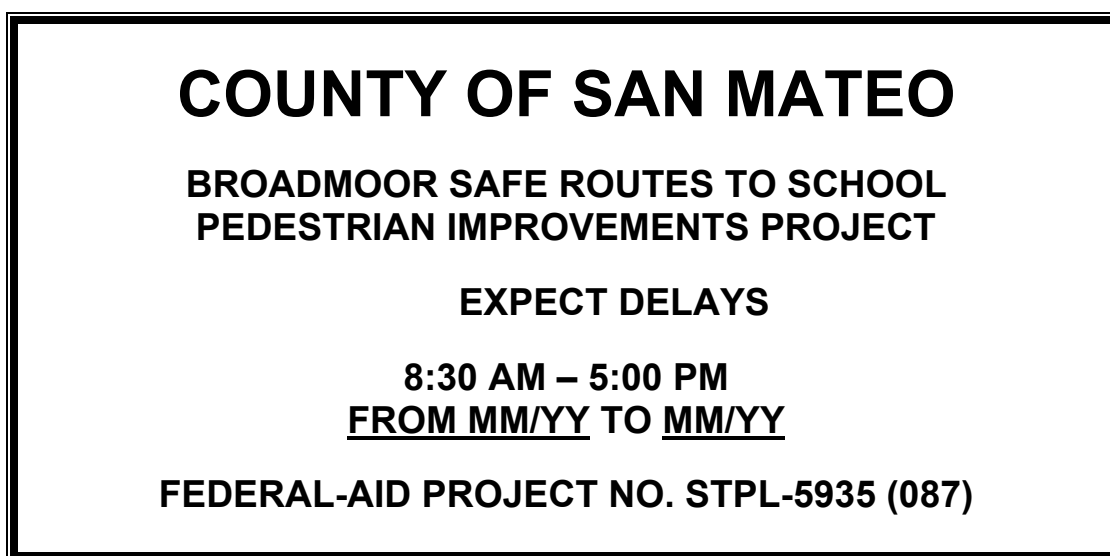
The Contractor shall provide approved notification to all affected owners/residents a minimum of **FORTY-EIGHT (48) HOURS** prior to the commencement of any Project specific site work to allow residents to move their vehicles away from the work area. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until such notices are distributed.

Traffic Control Plan

The Contractor shall furnish an overall Traffic Control Plan for all phases of work. The Plan shall be in accordance with 2018 Standard Plan T-13 unless these requirements are modified as directed by the Engineer. The Contractor shall submit the Traffic Control Plan within **FIVE (5) WORKING DAYS** after the pre-construction conference. The Engineer shall establish the time and place for said pre-construction conference. Delays upon the part of the Contractor in submitting a Plan, in the format

as outlined in these Special Provisions and as directed by the Engineer, shall not constitute a valid reason for time extensions should the Contract time elapse before completion of said project. The Contractor is further advised that consideration for adequate review time, as determined by the Engineer, shall be included in the work schedule.

The Traffic Control Plan shall include orange advisory signs (aluminum or plywood, or as approved by the Engineer), **3' x 6' minimum**, stating expected delays, night work, including dates, times and affected streets. Wording of advisory signs shall be as follows:



Advisory signs shall be set in accordance to the locations as shown on the Location Map of Plan Sheet 1. The Contractor is advised that there are approximately Five (5) advisory signs to be posted. Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work, unless otherwise directed by the Engineer. No construction site work shall commence prior to the Engineer's written approval of the Traffic Control Plan and installation of required signs.

Hand-written signs will not be permitted.

Proposals by the Contractor to close portions of roadways within the Project limits to through traffic during and/or outside of working hours shall be submitted, as a part of the Traffic Control Plan, to the Engineer for review. Acceptance of such proposals shall be entirely at the discretion of the Engineer. Should the Engineer reject

the Contractor's road closure proposals, the Contractor shall be required to adhere to the provisions herein relating to passage of public traffic through the work and maintenance of traffic lanes through the work.

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than eleven feet (11') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than eleven feet (11') wide, that is flagger controlled. The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefore. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein.

When ordered by the Engineer, the Contractor shall furnish additional flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car. During all non-working days, one channelized and unobstructed traffic lane, not less than eleven feet (11') wide, shall be provided in each direction. Traffic may be stopped in both directions only as specifically authorized by the Engineer.

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

The provisions in this Special Provision will not relieve the Contractor from responsibility to provide additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

At locations where traffic is being routed through construction under one-way controls, the movement of the Contractor's equipment from one portion of work to another shall be governed in accordance with such one-way controls.

During paving and striping operations, the Contractor shall furnish and place sufficient barricades and detour signs at all cross streets to protect new pavement

surfaces and markings. The duration of placement of said barricades shall be as approved by the Engineer.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall take the necessary precautions and provide additional traffic control measures to protect those who must pass through the work. If the Contractor shall appear to be neglectful or negligent in providing warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that additional barricades, flashers, warning and detour signs or lights be installed by the Contractor, or additional flaggers provided. Any action or lack of action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.

The Contract lump sum price paid for this item, "Maintaining Traffic," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in traffic management, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

12-1. Temporary Pavement Delineation

The Contractor is reminded of the importance of public safety and, unless otherwise approved in writing by the Engineer, Contractor shall perform same-day completion of all temporary pavement delineation for streets for which intersection improvements or slurry sealing has been completed.

This work shall consist of furnishing, applying, maintaining, and removing temporary pavement striping and/or markings in conformance with the provisions of Section 12-3.01, "Temporary Traffic Control Devices, General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California Manual of Uniform Traffic Control Devices published by the California Department of Transportation or to relieve the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor will be responsible for setting the control for placing temporary striping on roads with existing centerlines and traffic lanes. Unless

otherwise shown on the Plans or directed in writing by the Engineer, centerline striping shall match existing centerline striping and shall be straight on tangent alignment and shall be on a true arc on curved alignment.

Temporary pavement delineation shall be applied by any means satisfactory to the Engineer.

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 temporary pavement delineation is applied.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. 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 his own expense.

12-2. Temporary Pavement Delineations for Centerlines and Traffic Lanes

Except as provided for below, and unless otherwise approved by the Engineer, temporary pavement delineation for centerlines and traffic lanes, shall consist of temporary reflective pavement markers placed at longitudinal intervals of not more than twenty-four feet (24') apart. Any changes in the longitudinal intervals shall be at the option of the Contractor, with the pre-approval of the Engineer. Temporary reflective pavement markers shall be the same color as the centerline or lane line markers/markings that they replace. The type of temporary pavement markers used shall be at the option of the Contractor, with pre-approval from the Engineer.

Temporary reflective pavement markers shall be applied in accordance with the manufacturer's recommendations. Butyl adhesive pads shall be used to apply temporary reflective pavement markers to the top layer of permanent surfacing.

Temporary pavement delineation shall be maintained until replaced with permanent pavement delineation. Temporary pavement delineation that is damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his own expense.

When no longer required, temporary pavement delineation that conflicts with permanent pavement delineation, or new traffic patterns for the area, as determined by the Engineer, shall be removed and disposed of in accordance

with the provisions in Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Temporary Stripes and Markings – Traffic Tape or Paint

After new pavement has been completed, temporary traffic tape or paint shall be applied for all crosswalks, stop bars and legends, as well as at the locations shown on the plans or designated by the Engineer.

The temporary traffic tape or painted traffic stripes and pavement markings shall be complete in place at the designated locations, as shown on the plans or as designated by the Engineer, prior to opening the traveled way to public traffic.

Temporary Traffic Tape and Temporary Paint shall conform to the following:

(1) Temporary Traffic Stripe Tape:

Temporary traffic stripe tape shall be applied for all crosswalks and stop bars, as well as at the locations shown on the plans or designated by the Engineer.

The contractor's attention is directed to Section 12-6.03D(2) of the Standard Specifications for application specifications. In addition, surfaces on which the tape is to be applied shall be cleaned of all dirt and loose material and shall be dry when the tape is applied.

Temporary traffic tape that is damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his own expense.

Removable type traffic tape shall be removed when determined by the Engineer that it is no longer required for the direction of public traffic, conflicts with new traffic pattern for the area, or is applied to the final layer of surfacing or existing pavement to remain in place. Disposal of the tape shall conform to Section 5-11, "Disposal of Material Outside of the Highway Right of Way," of these Special Provisions.

(2) Temporary Paint:

Temporary painted traffic stripes and pavement markings shall be located such that the temporary painted traffic stripes and markings will be completely covered by the permanent traffic stripes or markings.

Should, upon application of the permanent traffic stripes or markings, the temporary painted traffic stripes and markings still be visible, the Contractor will remove the paint, as directed by and to the satisfaction of the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Full compensation for all work involved for this item, "Temporary Pavement Delineation," shall be considered as included in unit prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 13. WATER POLLUTION CONTROL

The provisions of Section 13, “Water Pollution,” of the Standard Specifications are superseded by these Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP). Information regarding this program is available at www.flowstobay.org.

The Contractor is advised that failure to fully comply with the provisions of this Section, and all requirements listed in the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit Order No. R2-2015-0049 (MRP), and where applicable, the State Water Resources Control Board NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2010-0014-DWQ (Construction General Permit), and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor with copies of the completed monitoring reports. Should any work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. If deficiencies noted during a monitoring visit are not corrected before the follow up monitoring visit, the costs associated with additional follow up visits to correct the noted deficiencies shall be deducted from the final payment for all of the Contract work.

Attention is directed to Section 21, “Erosion and Sediment Control,” of these Special Provisions and the plans for erosion control requirements.

Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and wetlands, San Francisco Bay and the Pacific Ocean. The Contractor shall be responsible for any environmental damage caused by his operations and those of his

subcontractors or employees.

Water pollution shall be defined as including the introduction of any material, including sediment, trash, or other debris, equipment or vehicles into any watercourse, including creeks, ponds, ditches, storm drain facilities, and any surfaces immediately tributary to those areas, except as specifically authorized by any resource agency permits. Water pollution controls are materials and measures that prevent the introduction of any material to any watercourse. Water pollution control materials and measures may consist of temporary silt fencing; straw mulch/straw logs; spill cleanup materials; pavement sweepers; sand bags or continuous berms; etc.

Water pollution controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. For construction activities occurring between June 15 and September 15, sufficient quantities of applicable water pollution control materials shall be available at the work site prior to commencing any work. For construction activities occurring between September 15 and June 15, all applicable water pollution control measures shall be installed, and all applicable water pollution control materials shall be available at the work site, prior to commencing any work.

A. Water Pollution Control Program

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a written program including Water Pollution Control Program and applicable plan drawings and details to control water pollution effectively during construction of the project. The program shall show the schedule for any erosion control work included in the contract and for all water pollution control measures that the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon water resources. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been approved by the Engineer.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed

on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been approved. Attention is directed to “Contractor Response” of this Section for additional provisions relating to correction of the Contractor’s water pollution control program, and payment.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program within 5 working days.

The County will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor’s failure to submit an acceptable water pollution control program or failure to adhere to the provisions of an accepted water pollution control program.

B. Contractor Response

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential water pollution, soil erosion or sedimentation and/or to repair damaged water pollution controls. Failure to respond within four (4) hours of notification by the Department of Public Works shall constitute substantial non-compliance with these Special Provisions.

Should the County Road Maintenance Division be required to provide any after-hours, weekend or holiday repairs to the Contractor’s water pollution controls due to the Contractor’s failure to respond, all costs associated with providing that response, including overtime wages, equipment and material costs, shall be deducted from the Contractor’s final payment. The Contractor shall also be fully responsible for any fines, penalties or mitigations imposed by any regulatory agency caused by his failure to respond, regardless if the County Road Maintenance Division attempts any repairs or pollution prevention work in his absence.

C. Excavation and Grading

The Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until water pollution control materials have been delivered to the work site. The Contractor shall certify, in writing, that the quantity of water pollution control materials at the site is sufficient to protect against water pollution

caused by the work, and shall specify the type of material and intended use in said written certification.

Excavation and grading activities shall be scheduled for dry weather periods. Excavation and grading activities shall not be allowed to commence or continue during periods of rainfall or runoff.

The Contractor may elect to perform excavation or grading activities immediately prior to periods of forecasted rain if he certifies in writing to the Engineer that the site will be completely secured against erosion and/or water pollution at the conclusion of the workday and prior to any rainfall. The work site shall be considered as completely secured against erosion and/or water pollution during or prior to forecast periods of rain if the turbidity of runoff from the site does not exceed the turbidity of runoff from adjacent, undisturbed sites by more than 50 NTUs (Nephelometric Turbidity Units). Should the turbidity of runoff from the work site exceed this limit, the Contractor shall be required to immediately place additional erosion and/or water pollution controls at his expense as directed by the Engineer, and shall be subject to any administrative fines or penalties associated with water quality or permit violations, and no additional compensation will be allowed therefore.

D. General Housekeeping

The Contractor shall control the amount of runoff entering upon disturbed construction and staging areas, particularly during excavation, to reduce the amount of water pollution controls required. Temporary diversion berms and/or sandbags may be employed to divert runoff from entering upon construction and staging areas as approved by the Engineer.

Paved surfaces shall be broom-swept as necessary to prevent water pollution. Water spray system of the sweeper units shall be used as appropriate to reduce dust generation. If pavement flushing is necessary, silt ponds or other techniques to trap sediment and other pollutants shall be required.

Dumpsters shall be covered, maintained, and checked frequently for leaks. It is recommended that dumpsters be lined with plastic to prevent leakage of liquids. At no time will the Contractor be permitted to wash dumpsters at the site.

The Contractor shall place trashcans and recycling receptacles around the site for use by his forces. Trashcans and recycling receptacles shall be kept

covered and shall be emptied at appropriate intervals to reduce litter at the site.

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 14, "Construction Waste Management," of these Special Provisions.

The Contractor shall maintain portable toilets in good working order and wastes shall be disposed of properly. The Contractor shall check toilets frequently for leaks, and repair or replace any toilets found to be leaking. Portable toilets shall be protected against tipping by ground anchors, bollards, or any other suitable means as approved by the Engineer.

E. Stockpiles

All soil and/or rock stockpiles shall be protected against wind, rainfall and runoff at all times. Plastic sheeting may be used to cover soils, including aggregate base, and shall be securely anchored by sandbags or other suitable means. At no time will any stockpiled materials be allowed to erode into any watercourse or onto any roadway or other tributary surface.

F. Vehicle Maintenance

The Contractor shall designate a completely contained area of the construction site, well away from watercourses and tributary areas, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. The Contractor shall require the use of drip pans or drop cloths to catch drips and spills if any vehicle or equipment fluids (e.g. motor oil, radiator coolant, etc.) must be drained on site. Diesel oil shall not be used to lubricate or clean equipment or parts. All spent fluids shall be stored in separate containers, and recycled whenever possible, or disposed of as hazardous waste.

Spills or leaks shall be immediately contained and cleaned up by the Contractor, all at his expense, and shall be reported to the Engineer immediately after containment.

All vehicles and equipment shall be maintained in good repair. The Contractor shall inspect frequently for and immediately repair any leaks. The Contractor shall perform major maintenance, repair jobs, and vehicle and equipment washing off site.

G. Spill Prevention and Response

Fluid spills shall not be hosed down. The Contractor shall use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If water must be used, the Contractor will be required to collect the water and spilled fluids and dispose of it as hazardous waste. Spilled fluids shall not be allowed to soak into the ground or enter into any watercourse.

Spilled dry materials shall be swept up immediately. The Contractor shall not wash down or bury any dry spills. Spills on dirt areas shall be removed by digging up and properly disposing of contaminated soil. The Contractor shall report significant spills to the Engineer immediately.

H. Tire Washing

Should the Contractor's equipment be tracking soil onto a public road, the Engineer shall require a tire-washing swale at the exit from the construction site and/or staging areas. The Engineer shall also require that soil be removed from the traveled way by whatever means necessary to prevent water pollution.

I. Roadwork and Paving

The Contractor shall avoid creating excess dust when breaking and/or removing asphalt or concrete. Broken asphalt and/or concrete pieces shall be completely removed from the site as soon as possible, or shall be stored in a separate, secure stockpile protected against from wind, rainfall and runoff. Material derived from roadway work shall not be allowed to enter any watercourse, or tributary area.

Slurry resulting from sawcutting operations shall be shoveled or vacuumed and completely removed from the site. The Contractor shall not be permitted to sweep or flush any sawcutting debris or slurry into any watercourse, or tributary area.

J. Concrete and Mortar

Except as approved by the Engineer for temporary concrete washouts for concrete mixers or trucks, the Contractor shall ensure that concrete and mortar are contained within the lines and grades shown on the Plans and not allowed to leave the construction site. Any excess concrete, mortar and/or mix water placed or spilled beyond the limits of concrete construction as shown on the Plans shall be immediately collected, removed and disposed of properly.

Location of temporary concrete washouts for concrete mixers or trucks

shall be as approved, in writing, by the Engineer. Should the Contractor allow washing out of concrete mixers or trucks prior to receiving said written approval, Contractor may be required to clean up the unapproved washout area to the satisfaction of the Engineer and/or relocate temporary concrete washouts, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Dry sacks of cement shall be protected against wind, rainfall and runoff. Opened sacks of cement shall be secured and protected from spilling.

K. Training

Contractor shall ensure that all persons responsible for preparing, amending and implementing SWPPPs be appropriately trained in accordance with the requirements of the Construction General Permit and these Special Provisions. The Contractor shall provide documentation of all training for persons responsible for implementing these requirements upon request by the Engineer.

When required, the County will provide introductory training to the Contractor, his employees and subcontractors at the job site before work commences for any project with resource agency permits. The training will provide background information on sensitive species, permit requirements and site-specific water quality issues. When not required, the County is available to provide such training at the Contractor's request.

The contract lump sum paid for this item, "Water Pollution Control," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting water resources, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

END OF SECTION

SECTION 14. CONSTRUCTION WASTE MANAGEMENT

The County has established that this Project shall minimize the creation of construction and demolition waste on the job site. Factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination, shall be minimized. For any waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

The contract lump sum paid for this item, "Construction Waste Management," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in managing and disposing of waste, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

No partial payment will be made for this Contract item of work until all work required, as specified herein, is completed to the satisfaction of the County, and all necessary documentation provided.

14-1. Diversion Goals

One hundred percent (100%) of inert wastes, and at least fifty percent (50%) of the remaining construction and demolition debris shall be diverted from landfills.

Inert wastes, such as concrete, brick, rock, asphalt, and soil not intended for on-site use, shall be taken to a facility that will reuse or recycle them.

Other mixed construction & demolition (C&D) wastes shall be taken to a facility with a C&D sorting program, as listed in the Construction and Demolition Debris Recycling Guide referenced below, if additional recycling is needed in order to meet the requirements set forth in this Section. If debris box service is used, the debris boxes must be taken to a C&D sorting facility if materials are not separated on-site for recycling.

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no

more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

14-2. References and Resources

A Construction and Demolition Guide (C&D Guide) is available online at <https://www.smcsustainability.org/waste-reduction/construction-demolition/>. For more information or resources, contact the County of San Mateo's Office of Sustainability by phone at (888) 442-2666 or by email at sustainability@smcgov.org. The Contractor's attention is directed to **Appendix A** for the County of San Mateo Waste Management Plan Form and the Waste Management Daily Transport Report.

14-3. Waste Management Plan and Daily Transport Report

The Contractor is required to complete a Waste Management Daily Transport Report, listing details of the material transported on that particular day, which is to be signed by both the Contractor's representative and the County inspector on the job site.

The Waste Management Plan shall be submitted to the Engineer, Department of Public Works, 555 County Center – 5th Floor, for approval within SEVEN (7) WORKING DAYS after the pre-construction conference.

The Waste Management Plan shall include a description of how the contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken, a description of what will be taken to each facility (inert wastes, metals, wood, glass, plastics, mixed waste, etc.), a description of the means of transportation of recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and designated center, or whether mixed materials will be collected by a waste hauler and removed from the site), and an estimated amount (weight, yardage, etc.).

Approval will be granted if the plan shows:

- One hundred percent (100%) of inert wastes being reused or recycled AND at least fifty percent (50%) of C&D wastes being reused or recycled; OR
- All waste that is not separated on-site for recycling is sent to a mixed C& D sorting facility for recycling.

14-4. Waste Management Plan Implementation

A. Plan Distribution:

The contractor shall provide copies of the approved Waste Management Plan to the project superintendent and each subcontractor.

B. Instruction:

The contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than twenty (20) working days. Meetings shall include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.

D. Separation Facilities:

The contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins set within the County Right of Way shall be subject to approval by the County. All bins used shall be protected during non-working hours from offsite contamination.

E. Materials Handling Procedures:

Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

F. Hazardous Wastes:

Hazardous wastes shall be separated, stored, and disposed of according to State and local regulations. Unless specified in other section, the County is not aware of any hazardous wastes within the project site. Notify the Engineer if hazardous waste is encountered.

G. Reporting:

As a condition of final approval and retention release, submit documentation to the Engineer. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments and shall include, at a minimum, a summary of waste materials recycled, salvaged and disposed of for the Project. Submitted with this summary will be documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. The documentation shall coincide with the Waste Management Daily Transport Reports (in Appendix A) that were signed by both the Contractor and the County inspector. A Notice of Completion will not be filed for the project and retention released until all reports as required for the project are submitted and approved.

The above-mentioned summary and documentation shall contain the following information:

- (1) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).
- (2) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (3) Documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that that said person knows to contain any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or

fraudulent receipt or weight tag or other record of measurement.

END OF SECTION

SECTION 15. EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specifications, Sections 7-5, "Trench Safety," and 15, "Existing Facilities," of these Special Provisions, Appendix B of these Project specifications, the Plans, and the directions of the Engineer.

The Contractor shall be responsible for locating existing utilities before proceeding with drainage facilities, traffic signal replacement/relocation, road resurfacing, slurry sealing, and road excavation work to avoid unnecessary breakage of the existing sanitary sewer laterals and any other utilities to remain. The Contractor's attention is directed to the provisions of Section 15-7, "Pothole and Protect Existing Utilities," of these Special Provisions.

Facilities not designated on the Plans or by the Engineer for removal shall remain in place. Damage to these facilities as a result of the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at the expense of the Contractor and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor's attention is directed to the following:

(1) Maintaining Emergency Access to Sanitary Sewer and Storm Drain Systems

Due to the inherent risk of backup and overflow incidents associated with sanitary sewer and storm drain systems, the Contractor is advised of the importance of maintaining access to the facilities of said systems, in order to provide emergency maintenance service in the event of such an incident. With respect to this risk, reference is made to Section 39, "Asphalt Concrete (Type A)," of these Special Provisions.

The Contractor's attention is directed to Appendix B of these Special Provisions for sanitary sewer monitoring and reporting requirements.

(2) Sanitary Sewer Facilities

(a) Maintaining Flows:

Flows within the sanitary sewer system shall be maintained at all

times during this Project.

- (b) **The Engineer, or designated representative of the North San Mateo County Sanitation District (District), must be present during all operations to perform work on sanitary sewer facilities to ensure conformance with District's requirements. The Contractor shall request for the Engineer to contact and coordinate with the District a minimum of five (5) working days prior to start of any work on the District's sanitary sewer facilities.**

(3) **Utility Adjustments**

- (a) Utilities shall not be adjusted to final grade until the adjacent surfacing has been completed.
- (b) Same-day paving of adjusted utilities shall not be allowed. Once utility adjustments are completed, traffic cones shall be placed over the adjusted utilities, the newly poured concrete collars allowed to cure overnight, and utility paving completed the following day, unless otherwise authorized by the Engineer.
- (c) **If paving of adjusted utilities is not to be done the following day, the Contractor shall place cutback to temporarily bring the surface around adjusted utilities to grade until paving can be completed, unless otherwise directed by the Engineer.**
- (d) The Contractor is encouraged to protect the concrete collars from the cutback. Should the Contractor choose not to protect the concrete collars from the cutback, the Contractor will be required to thoroughly clean the concrete collars, to the satisfaction and approval of the Engineer, to ensure asphalt concrete pavement will properly adhere to the concrete collar. The Contractor shall not proceed without the Engineer being present during such cleaning operations.
- (e) The cost for placing and removing said cutback, and, if necessary, cleaning concrete collars, shall be considered as included in the Contract unit prices paid for the various utility adjustments and no additional compensation will be allowed therefore.
- (f) **The Contractor is advised that utilities will not be considered as having been completed nor paid for until after final paving has**

been done and, in the case of manholes, debris removed from inside the manhole when such debris is considered to be due to work performed by the Contractor.

The Contractor shall be responsible for providing, by any means necessary, reference points for existing highway facilities (such as water valves, manholes, monuments) that are to be adjusted such that said facilities can be located after the roadway has been paved by the Contractor. All tie-out points shall be removed upon completion of the work. If paint markings are used to locate facilities, the Contractor shall remove these markings by power washing or other method, as approved by the Engineer. The Contractor shall be required to clean any markings placed in association with this project. The cost for removing said markings shall be fully borne by the Contractor, and no additional compensation will be allowed therefore.

The Contractor shall contact USA North811 (USA) service alert a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at usanorth811.org or by phone by dialing (800) 642-2444 or 811.

15-1. Adjust Sanitary Sewer and Storm Drain Manholes to Grade

Existing sanitary sewer and storm drain manholes shall be adjusted to grade in conformance with the provisions in Section 71-5.03B, "Frame, Covers, Grates, and Manholes," of the Standard Specifications, the detail in the Plans, these Special Provisions, and the directions of the Engineer.

The Contractor is advised to inspect existing sanitary sewer manhole frames, covers, grade rings, and cone sections prior to removal, and to call to the attention of the Engineer any defects that may preclude their reuse. Damage, as a result of the Contractor's operations, to frames, covers, grade rings, and cone sections, shall be sufficient cause for the Engineer to require new frames, covers, rings and/or cone sections, to be provided and installed at the Contractor's expense, and no additional compensation will be allowed therefore. The existing manhole frames, covers, cone sections and grade rings are considered to be in a serviceable condition, and shall be salvaged and reused, and no additional compensation will be allowed therefore.

The Engineer, or designated representative, must be present during operations to adjust sanitary sewer manholes to grade. The **North San Mateo County Sanitation District (District)** shall be notified not less than five (5) working days prior to start of any work that has the potential to impact the District's infrastructure. The District office shall be contacted at (650) 991-8200 prior to start of work. Inspections must be scheduled a minimum of one (1) working day prior to the inspection.

Manholes shall not be adjusted to final grade until the adjacent surfacing has been completed and approved of, in writing, by the Engineer.

Adjustment of sanitary sewer and storm drain manholes shall be accomplished by removing the existing frame, cover, and concrete encasement, and adding as many grade rings as necessary when possible to raise the manhole to the adjacent final pavement grade, or by using an alternate method approved by the Engineer, to raise the manhole to the adjacent final pavement grade, pouring a new concrete encasement with reinforcing steel, resetting the existing frame and cover, and then placing asphalt concrete as necessary.

The sanitary sewer and storm drain manhole base shall be covered during the entire operation to prevent debris from entering the sanitary sewer and storm drain systems, and said protection system shall be inspected and approved of by the Engineer prior to proceeding with this item of work. If debris does fall into the sanitary sewer and storm drain system due to work performed by the Contractor, the Contractor shall remove such debris at his/her own expense, at the direction of the Engineer, and no additional compensation will be allowed therefore.

Additionally, for sanitary sewer manholes, if the Contractor does not properly cover the manhole in conformance with the preceding paragraph, then prior to final acceptance of the sanitary sewer manhole adjustment, a manhole-to-manhole closed circuit television (CCTV) inspection of the sanitary sewer line must be performed by the Contractor, at the Contractor's sole expense, and no additional compensation will be allowed therefore. The Contractor shall perform a closed circuit television (CCTV) inspection of the sanitary sewer mains in conformance with the following provisions and as directed by the Engineer:

- (1) CCTV shall be performed per NASSCO PACP and the manhole numbers on the plans shall be used.

- (2) Prior to CCTV inspection, the Contractor shall remove all debris and foreign objects inside the sanitary sewer lines and manholes where work was performed, and then flush and clean all parts of the system, and remove all accumulated construction debris, gravel, silt and other foreign material from the sanitary sewer system at or near the closest downstream manhole using mechanical rodding, flushing, or bucketing equipment, if necessary.
- (3) The Contractor shall furnish all materials, tools, equipment and labor required to perform CCTV inspection; and CCTV inspection equipment shall be approved by the Engineer.
- (4) Video equipment shall include a television camera in color format specifically designed and constructed for operation in connection with sewer inspection and for operation in sewers under 100% humidity conditions. Lighting and camera quality shall produce a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six feet (6'). The camera shall be moved through the line, preferably in the direction of the sewage flow, at a moderate rate. In no case shall the television camera be operated at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- (5) The CCTV inspection videos and inspection reports shall be provided on a USB or DVD. All USBs or DVDs shall become the property of the County. If, in the opinion of the Engineer, the submitted videos are of poor quality such that the Engineer is unable to evaluate the condition of the sewer lines, the Engineer may reject the videos and require the CCTV inspection to be repeated and new videos and inspection reports submitted to the Engineer for review and acceptance.
- (6) Submitted USBs or DVDs, when replayed on a monitor, shall be clear and in focus, and shall include a continuous on-screen display containing, at a minimum, the date of video inspection and identification of the sanitary sewer line and segment (street location, upstream and downstream

manhole numbers) of the line being viewed, and footage. The number designations for existing sanitary sewer manholes (SSMH#) shall be as shown on the Plans.

- (7) If, upon the Engineer's review of the CCTV inspection, any debris or foreign matter is still present in the sanitary sewer system, the Contractor shall re-flush and clean, and re-CCTV inspect those sections and portions of the sanitary sewer lines and manholes, as required and as directed by the Engineer. This process shall be repeated until CCTV inspection indicates that the sanitary sewer lines have been satisfactorily cleaned.
- (8) Any damage to the existing sanitary sewer main caused by the Contractor's operations shall be repaired by the Contractor, to the satisfaction of the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefor.
- (9) Any damage to either public or private facilities (due to, for example, a sanitary sewer mainline backup) as a result of the Contractor's CCTV inspection operations, as described above, shall be repaired or corrected by the Contractor to the satisfaction of the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefor.
- (10) Upon completion of CCTV inspection operations, the Contractor shall submit the USBs or DVDs, as described above, to the Engineer. All submitted USBs or DVDs will become the property of the County.

The Contractor is further advised that should any damage occur to either public or private facilities (due to, for example, a sanitary sewer mainline backup) as a result of the Contractor not properly covering manholes, as described above, the Contractor will be responsible for all costs involved in repairing or correcting said damage, and no additional compensation will be allowed therefore.

Sanitary sewer service shall be maintained at all times during this Project.

The existing surface to receive a new grade ring or upon which the existing frame will be placed shall be cleaned, and all cracks and chips are to be filled with cement mortar to form a clean, neat surface equivalent to the surface of a new component.

Concrete removal shall be performed without damage to any portion of the sanitary sewer and storm drain manhole that is to remain in place. All existing concrete that is to remain and, in the Engineer's judgment, is damaged by the Contractor's operations shall be repaired with a cement mortar mix to a condition equal to that of a new manhole. If, in the Engineer's judgment, the repaired manhole is not equivalent to or better than a reconstructed manhole, the Contractor shall remove the damaged part and all parts above it and shall reconstruct the manhole. The cost of repairing and/or replacing existing concrete that, in the Engineer's judgment, was damaged by the Contractor's operations shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

All materials removed during adjustment, except the existing frame and cover, shall become the property of the Contractor and shall be disposed of as specified in Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions. If, in the Engineer's judgment, the existing frame or cover is unsuitable, the existing frame or cover shall be replaced with new frame and cover. Unsuitable frames and covers shall become the property of the Contractor and shall be disposed of as provided above. The cost of replacing unsuitable frames and covers that, in the Engineer's judgment, were damaged by the Contractor's operations shall be at the Contractor's expense, and no additional compensation will be allowed therefore. The cost of replacing unsuitable frames and covers that, in the Engineer's judgment, are unsuitable and not due to the Contractor's operations shall be paid for on a Force Account basis, as provided for in Section 9-1.04, "Force Account," of the Standard Specifications.

The Contract unit price paid per each for these items, "North San Mateo County Sanitation District – Adjust Sanitary Sewer Manhole to Grade (ALT) (Non-Participating)," and "Adjust Storm Drain Manhole to Grade," shall include, but not be limited to, full compensation for furnishing all labor, tools, materials and incidentals necessary for doing all work involved to adjust sanitary sewer and storm drain manholes to grade, complete in place, as shown on the Plans and as directed by the Engineer, including, but not limited to, all excavation and backfill, repair or replacement of facilities damaged by the Contractor, and

removal of debris that falls into manholes as a result of Contractor's operations, CCTV inspection if required, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Any manhole or part of a manhole, whether required to adjusted or not, that may be damaged, altered, removed, lost, or otherwise rendered useless or impaired due to the Contractor's operation, shall be repaired or restored to prior condition by the Contractor, all at the Contractor's expense.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of these items, "North San Mateo County Sanitation District – Adjust Sanitary Sewer Manhole to Grade (ALT) (Non-Participating)," and "Adjust Storm Drain Manhole to Grade," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to these items of work.

The County reserves the right to eliminate these items, "North San Mateo County Sanitation District – Adjust Sanitary Sewer Manhole to Grade (ALT) (Non-Participating)," and "Adjust Storm Drain Manhole to Grade," from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

15-2. Modify Drainage Inlet to Manhole

Drainage inlets to be modified to manholes, where shown on the Plans, shall be modified in accordance with the details shown on the Plans, Sections 71-5, "Adjust Drainage Structures," 90-1, "Concrete - General," and 90-2, "Minor Concrete," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

The Contractor shall chip the inlets down to 30 inches (30") minimum below the proposed top of rim elevation. The bar reinforcement shall be thoroughly cleaned of all adhering material and shall be cut, as necessary.

Should the exposed bar reinforcement be unusable, the Contractor will be allowed to dowel in additional bar reinforcing, of the same type and grade.

After partially removing the inlets, the Contractor shall construct the top of inlet with concrete cap, grade rings, and manhole frame and cover to the rim elevations as indicated on the Plans, and as directed by the Engineer.

Dowels and splicings shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Concrete for Modify Drainage Inlets to Manholes shall be Class 2 Concrete (Minor Structure) and shall conform to Section 51-1, "Concrete (Minor Structures)," of these Special Provisions.

The Contractor shall take care not to damage the portion of the existing facility to remain, and shall take measures to prevent the entry of broken concrete or other extraneous material into existing drainage facilities. Any damage caused by the Contractor's operations shall be repaired at his expense.

All concrete and steel removed in performing this item of work shall be disposed of outside the highway right of way in conformance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Backfill required to fill voids around the facility shall conform to the provisions of Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications.

The Contract unit price paid per each for this item, "Modify Drainage Inlets to Manholes," as shown on the drainage plan as minor structure to be modified, shall include, but not be limited to, full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved to construct the concrete work, complete in place, including, but not limited to excavation, backfill, for exposing existing bar reinforcement or providing dowels, dewatering where required, removal of existing concrete and bar reinforcing, installing manhole frame and cover and other work as may be required by the Engineer to complete the installation, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

15-3. Adjust Water Valve Box to Grade (Cal Water)

Water valve boxes shall be adjusted to grade in conformance with Section 15, "Existing Facilities," of the Standard Specifications, the Plans, these Special Provisions, the standards of the California Water Service Company (Cal Water), and the directions of the Engineer. Cal Water's standard detail is included on the Plans."

The Contractor shall request for the Engineer to contact and coordinate with Cal Water a minimum of five (5) working days prior to adjusting the water valve boxes to ensure conformance to Cal Water's requirements.

Water valve boxes shall be adjusted by removing the existing concrete pad and pouring a new pad of Class 2 concrete. Adjustment of water valve box riser may be required. Extension rings will not be acceptable.

The Contractor is advised that Cal Water's water valves shall be exposed and be accessible in no later than five (5) days after the new pavement is placed. If these water valves are not exposed five (5) days after the paving work, Cal Water or the Company's designated contractor will expose the water valves and all cost for exposing California Water's water valves will be deducted from the Contractor payment, and no additional compensation will be allowed therefor.

Quantities of water valve boxes adjusted to grade will be determined as units from actual counts.

The Contract unit price paid per each for this item, "California Water Service Company - Adjust Water Valve Box to Grade (ALT) (Non-Participating)," shall include, but not be limited to, full compensation for furnishing all labor, material, equipment and incidentals necessary for doing all work involved to adjust water valve boxes to grade, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, "California Water Service Company - Adjust Water Valve Box to Grade (ALT) (Non-Participating)," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate this item, "California Water Service Company - Adjust Water Valve Box to Grade (ALT) (Non-Participating)," from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

15-4. Adjust Monument Box Covers to Grade

Existing monument boxes shall be adjusted to conform to the surface of the new pavement in conformance with these Special Provisions, the Plans and the directions of the Engineer

The Contractor will be responsible for preserving the survey point in its original position.

Prior to adjustment of any monuments, Contractor is required to inform the Engineer a minimum of **two (2) working days** in advance, to allow the County to tie-out monument locations.

Monument boxes shall be adjusted by removing the existing concrete pad and pouring a new pad of Class 2 concrete. Extension rings will not be acceptable.

Quantities of monuments adjusted to grade will be determined as units from actual count.

The Contract unit price paid per each for this item, "Adjust Monument Box Covers to Grade," shall include, but not be limited to, full compensation for furnishing all labor, tools, material, equipment and incidentals necessary for doing all work involved to adjust monument boxes to grade, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, "Adjust Monument Box to Grade," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

15-5. Remove Pavement Markers, Traffic Stripes, and Pavement Markings

Removal of pavement markers, traffic stripes, and pavement markings shall conform to Section 15, "Existing Facilities," Section 84-9, "Existing Markings," of the Standard Specifications, these Special Provisions and the directions of the Engineer.

Existing pavement markers, traffic stripes, and pavement markings, where shown on the Plans and when no longer required for traffic lane delineation, as directed by the Engineer, shall become the property of the Contractor and shall be completely removed and disposed of outside the highway right of way in conformance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Any epoxy remaining after removal of pavement markers shall be removed by any method approved and directed by the Engineer.

Prior to slurry sealing operations, all existing pavement markers, traffic stripes, and pavement markings shall be removed. The residue from sand blasting, including dust and water, shall be removed immediately after contact with the surface being treated. Said removal shall be by vacuum attachment operating concurrently with the blast cleaning operation, or by other methods approved by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-4, "Public Safety," of the Standard Specifications.

Section 84-9.04, "Payment," of the Standard Specifications does not apply to this item of work.

The Contract lump sum price paid for this item, "Remove Pavement Markers, Traffic Stripes, and Pavement Markings" shall include, but not be limited to, full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work required to remove pavement markers, traffic stripes, and pavement markings, including but not limited to disposal of pavement markers, traffic stripes, and pavement markings removed, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no separate payment will be made therefore.

15-6. Remove Portland Cement Concrete

Removal of Portland cement concrete shall conform to the provisions in Section 15-1.03B, "Removing Concrete," of the Standard Specifications, the Plans and these Special Provisions.

Existing concrete and base material, as shown on the Plans or as designated by the Engineer to be removed, shall become the property of the Contractor and shall be completely removed. Removed material shall be disposed of in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Where no joint exists in the pavement on the line at which the concrete is to be removed, a straight, neat cut with a power driven saw shall be made along said line before removing concrete. Payment for sawcutting Portland cement concrete shall be in accordance with Section 39-5, "Sawcut Asphalt Concrete Pavement and Portland Cement Concrete," of these Special Provisions.

The Contract unit price paid per square yard for this item, "Remove Portland Cement Concrete," shall include, but not be limited to, full compensation for furnishing all labor, material, tools, equipment and incidentals necessary for doing all work involved (including removal of bituminous or other overlaying material) in sawcutting, removal, and disposal of existing Portland cement concrete and base material, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

15-7. Pothole and Protect Existing Utilities

Potholing, or exploratory excavation, shall be undertaken at the locations shown on the Plans, or as directed by the Engineer, where proposed work is suspected of conflicting with existing utilities, and to confirm size and material of existing utilities.

Contractor shall verify with the Engineer the proposed pothole locations and provide pothole information (location, depth, pipe type, pipe diameter, etc.) to the Engineer.

Potholing shall be accomplished by excavating a minimum two-foot (2')

and maximum four-foot (4') square hole, and care to not disturb adjacent pavement must be taken. Backfill shall be compacted in eight inch (8") lifts to ninety-five percent (95%) relative density, unless otherwise directed by the Engineer. If necessary, surface material shall be replaced in kind so that no discontinuity in smooth surface results.

Existing utilities shall be protected from damage in conformance with the provisions in Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The Contract unit price paid per each for this item, "Pothole and Protect Existing Utilities," shall include full compensation for providing all labor, tools, materials and incidentals, and for doing all work required to pothole, protect existing utilities, replace surface material in kind, if necessary, and compacting backfill material, and no additional compensation will be allowed therefore.

The Contractor is advised that the approximately ten (10) potholes is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of this item "Potholes to Protect Existing Utilities" required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate or reduce in quantities of this item, "Pothole and Protect Existing Utilities," from the project completely. **The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.**

15-8. Remove Drainage Inlet

Removal of drainage inlet shall conform to the provisions in Section 15-1.03B, "Removing Concrete," of the Standard Specifications, the Plans and these Special Provisions.

Existing concrete inlet, as shown on the Plans or as designated by the Engineer to be removed, shall become the property of the Contractor and shall be completely removed. Removed material shall be disposed of in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions. Existing drainage pipes shall be trimmed and cleaned for reconnection to new drainage structure.

Full compensation for removing drainage inlet, and trimming and cleaning existing drainage pipes, shall be considered as included in the contract unit price paid per square yard for the item, "Remove Portland Cement Concrete," and no additional compensation will be allowed therefore.

The County reserves the right to eliminate this item, "Remove Drainage Inlet," from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of this work prior to removal.

END OF SECTION

SECTION 17. CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions of Sections 5-1.36, "Property and Facility Preservation," and 17-2, "Clearing and Grubbing," of the Standard Specifications, these Special Provisions, the Plans and the directions of the Engineer.

The Contractor attention is directed to Sub-section 14-2, "References and Resources," of Section 14, "Construction Waste Management," of these Special Provisions.

Areas within the limits of work, as shown on the Plans, or as directed by the Engineer, shall be cleared as necessary for the construction of improvements and related work. The areas to be cleared and grubbed will not necessarily extend to all right-of-way lines. The exact limits for clearing and grubbing shall be approved by the Engineer in advance of commencing any work.

The Contractor shall take care not to damage existing facilities that are to remain. Any damage to such facilities caused by the Contractor's operations during clearing and grubbing operations, as determined by the Engineer, shall be repaired to the satisfaction of the Engineer, all at the Contractor's expense, and no additional compensation will be allowed therefore.

All existing vegetation, fencing, driveways, and walks outside the areas to be cleared and grubbed, shall be protected from injury and damage resulting from the Contractor's operations. Removal of any concrete improvements including sidewalks, driveways, underdrain pipes, sprinklers, landscaping, signs, barricades, fences, trees, shrubs and hedges shall be removed completely, as shown on the Plans and as directed by the Engineer. Trees, hedges, and shrubs shall be trimmed as necessary. Existing vegetation and trees to remain shall be protected, unless designated to be removed by Plan or as directed by the Engineer.

The Contractor shall not remove fences, trees, shrubs, hedges, mailboxes, or any other landscaping or improvements prior to receiving written approval from Engineer.

Existing improvements, such as fences, mailboxes, and landscaping, that need to be removed and/or relocated, as determined by the Engineer for construction purposes, shall be accomplished only after the property owners have been given an

opportunity to perform this task themselves. If the property owners do not perform this task, then the Engineer may direct the Contractor to perform this operation. Existing improvements removed shall become the property of the Contractor and shall be hauled away by the Contractor, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner. Written proof of any arrangements made between the Contractor and property owners shall be provided to the Engineer.

Removing, salvaging and/or relocating existing fences shall conform to the provisions of Section 80, "Fences," of the Standard Specifications and these Special Provisions. The Contractor shall carefully remove the existing fence section for re-installation after all necessary improvements are complete. If the existing fence is damaged by the Contractor and cannot be reused, the Contractor shall replace the fence section at no cost to the County or Property Owner.

The existing Type 1 pedestrian barricade and sign on S. Park Plaza Drive shall be removed by cutting the steel posts flush with the ground. Cut steel posts shall be sanded to remove sharp edges. Any openings on the sidewalk caused by the removal of the barricade shall be patched and cleaned to the satisfaction of the Engineer.

All materials removed shall become the property of the Contractor and shall be disposed of in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway, as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

The Contract lump sum price paid for this item, "Clearing and Grubbing," shall include, but not be limited to, full compensation for furnishing all labor, materials, equipment and incidentals necessary for doing all work involved in clearing and grubbing, including, but not limited to, the removal and disposal of concrete, fencing (or relocation and salvaging thereof), underdrain pipes, sprinklers, landscaping, signs, barricades, shrubs, hedges, miscellaneous facilities, trimming of trees, hedges, and shrubs as necessary, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 19. EARTHWORK

Earthwork shall conform to the provisions of Section 19, "Earthwork," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

Pursuant to State law regulations, all open excavations greater than five feet in depth shall be constructed with bracing, sheeting, shoring or other equivalent method designed for the protection of life and limb. The Contractor must at all times comply with the requirements of the construction safety orders of the Division of Industrial Safety, uniform Building Code, Cal-OSHA, and other governing codes and restrictions.

The above-stipulated requirements shall be considered the minimum to be provided. It shall be the Contractor's responsibility to provide the additional strength required to support the sides of the excavation against loads which may exceed those employed to derive the criteria set forth in the Industrial Safety orders. The Contractor shall be solely responsible for any and all liabilities which may arise from his failure to provide adequate shoring, bracing or sheeting as necessary to support the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

The Contractor shall assign a project safety supervisor who shall, by training and experience, be fully qualified to supervise the installation, maintenance and removal of sheeting, shoring and bracing. The project safety supervisor shall have full authority over the work in all job safety matters and shall be present at all times when work is in progress in excavations and trenches greater than five feet in depth.

The Contractor's attention is further directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. Damages, as a result of the Contractor's operations to properties and facilities to remain, shall be repaired or replaced at the Contractor's expense.

It is anticipated that the Contractor may choose to perform additional earthwork beyond the limits, as shown on the Plans, to accommodate the work. Such additional work shall not result in additional compensation unless approved in advance, in writing, by the Engineer. The site will be surveyed by County forces immediately prior to and following completion of construction in order to determine the actual quantities of earthwork. The resultant quantities of earthwork shall be determined by means of

average end areas. Any increase in the estimated quantities resulting from adjustments to the limits of work as approved by the Engineer shall be calculated by the Engineer by whatever means he deems best for determining the adjustment.

The Contractor may propose alternate excavation or shoring plans to safely complete the work.

Should the Engineer determine that work be suspended for the Winter Season due to the Contractor not aggressively prosecuting the Project to completion within the stipulated time, the Contractor shall be responsible for “winterizing” the Project to the satisfaction for the Engineer, and maintaining said Project in a safe and acceptable manner, regardless of the amount of effort involved, all at the Contractor’s expense, and no additional compensation will be allowed therefore.

“Winterizing” shall include the general maintenance of the Project site to a level that will not leave any detrimental effects for future construction, clean-up of material tracked from the Project limits, supplying and placing material to provide and maintain access, necessary work to maintain existing drainage patterns, and all work necessary to comply with Section 5-10, “Public Convenience,” and Section 7-4, “Public Safety,” of these Special Provisions.

19-1. Roadway Excavation

Roadway excavation shall conform to the provisions of Section 19-2, “Roadway Excavation,” of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer. Roadway excavation work shall be coordinated with utility company relocation work, if any. The Contractor’s attention is directed to Section 5-3, “Cooperation” of these Special Provisions.

The Contractor’s attention is further directed to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. Damages, as a result of the Contractor’s operations to properties and facilities to remain, shall be repaired or replaced at the Contractor’s expense.

Roadway excavation shall consist of all excavation involved in this construction, including, but not limited to, the removal of asphalt concrete and other materials in the roadway prism, but excluding excavation required for concrete curb ramp, sidewalk, and curb and gutter removal. Reference is made to Section 15-6, “Remove Portland Cement Concrete,” of these Special Provisions.

Roadway excavation shall be performed to the limits and elevations shown on the Plans and as specified in these Special Provisions, or as designated by the Engineer. Failure to adhere to the grades indicated and the tolerances allowed, and failure of drainage tests, as determined by the Engineer, will require the Contractor to take all corrective actions stipulated by the Engineer, all at the Contractor's expense, and no additional compensation will be allowed therefore.

The Contractor is reminded that the locations of existing utilities are at approximate depths, and of the Contractor is responsibility for locating the exact depth of utilities.

Damage to property, facilities, improvements and/or landscaping to remain, whether inside or outside the Project limits, which, in the Engineer's judgment, were due to the Contractor's operations, shall be repaired or replaced to the satisfaction of the Engineer by the Contractor entirely at his expense, and no additional compensation will be allowed therefore.

It is anticipated that unknown live and abandoned utilities and service laterals may be located within the planned structural section or immediately below the grading plane. The Contractor shall determine the exact locations and depths of the utilities and service laterals before starting excavation.

The Contractor's attention is directed to the fact that he will be required to grade areas in the vicinity of new and existing inlets, to drain positively. Several, but not necessarily all of the areas where this type of work will be required, are shown on the Plans.

Conform lines, for sidewalk and curb extensions, shall be sawcut in accordance with Section 39-5, "Sawcut Asphalt Concrete and Portland Cement Concrete," of these Special Provisions. The Contractor's attention is directed to Section 39-5, "Sawcut Asphalt Concrete and Portland Cement Concrete," of these Special Provisions regarding payment for sawcutting of asphalt concrete pavement.

Removal of existing asphalt concrete pavement, as shown on the Plans, shall be considered as included in this item of work, "Roadway Excavation," and no additional compensation will be allowed therefore.

Removal of existing asphalt concrete pavement for the construction of asphalt pavement conform shall not be permitted until the installations of all new curbs, gutters, curb ramps, and drainage facilities are completed, water tested

and approved. Any proposals to deviate from this order of work must be submitted to the Engineer in writing for review and approval or rejection.

Removal of existing pavement, base, subbase, and basement soil shall be considered as included in this item of work, "Roadway Excavation," and no additional compensation will be allowed therefore.

Any newly installed curbs, gutters, and drainage facilities, or curb ramps which gutter portions that are shown by water test to pond water, shall be removed and reinstalled, as directed by the Engineer and at the Contractor's expense, before road work commences.

Suitable excavated material within the Project limits, as determined by the Engineer, may be used as backing material behind newly constructed sidewalk, as designated by the Engineer. The placement of suitable excavated material in such areas shall be considered as included in the Contract unit price paid per cubic yard for the item, "Class 3 Concrete," and no additional compensation will be allowed therefore.

Surplus material, including asphalt concrete cutback and pavement reinforcing fabric, shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, as well as with local agency requirements.

Excavation of the existing travelway shall not commence until authorized, in writing, by the Engineer. The Contractor's attention is directed to Section 12, "Maintaining Traffic," and Section 5-10, "Public Convenience," of these Special Provisions.

The Contractor is advised that excavation may conflict with existing improvements, such as fences, sprinklers and landscaping, that need to be relocated or removed for construction purposes, as determined by the Engineer. Said work shall be accomplished only after the property owners have been notified and given an opportunity to perform this task themselves. Reference is made to the requirements listed under the "Property Owner Primary Notification" paragraphs under Section 11, "Mobilization," of these Special Provisions.

If the property owners do not perform this task, then the Engineer may direct the Contractor to perform this operation. Existing improvements removed shall become the property of the Contractor and shall be hauled away by the

Contractor, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner. The Contractor shall not destroy existing improvements that are outside the limits of the final construction. If existing improvements outside of the limits of the final construction are destroyed, the Contractor shall be responsible for their replacement cost. Any improvements that may be impacted, including lawns and sprinklers, within the limits of the work, shall immediately be brought to the attention of the Engineer.

The Contractor shall provide the Engineer all documentation as to the weight of materials removed and recycled during the course of the project. The Contractor shall provide a copy of all receipts or other proof from any recycling center used by the Contractor. The Contractor's attention is directed to Section 14, "Construction Waste Management," of these Special Provisions.

Excavation beyond the designated limits, or unauthorized by the Engineer, will not be paid for by the County. In addition, the Contractor shall be responsible for the cost of all remedial work associated with over-excavated areas. Such remedial work shall be performed in a manner as directed by the Engineer.

Excavation required for rolled curb transitions, traffic signal poles, RRFB assembly poles, pedestrian pushbuttons, as shown on the Plans and as directed by the Engineer, shall be considered as included in the Contract unit price paid for this item, "Roadway Excavation," and no separate compensation will be allowed therefore.

Upon completion of rough grading at the grading plane, or placement of any subsequent layer thereon, the surface of the roadbed shall, by the end of the work day, be brought to a smooth and even condition, free of humps and depressions, and satisfactory for use of public traffic, as determined by the Engineer.

The Contractor is advised to review the Project site for material to be excavated. Regardless of material encountered, full compensation for performing roadway excavation, as described herein, shall be included in the Contract unit price paid for this item, "Roadway Excavation," and no additional compensation will be allowed therefore.

The Contractor shall provide the Engineer all documentation as to the weight of materials removed and recycled during the course of the project. The Contractor shall provide a copy of all receipts or other proof from any recycling center used by the Contractor. The Contractor's attention is directed to Section 14, "Construction Waste

Management,” of these Special Provisions.

The Contract unit price paid per cubic yard for this item, “Roadway Excavation,” shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary for doing all work involved in excavating, hauling, filling, spreading, grading and compacting, as specified in these Special Provisions, including, but not limited to, disposing of surplus excavated material outside of the highway right-of-way, and grading areas for positive drainage flow, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

**SECTION 21.
EROSION AND SEDIMENT CONTROL**

The provisions of Section 21, "Erosion Control," of the Standard Specifications are superseded by these Special Provisions.

The Contractor is advised that failure to fully comply with the provisions of this Section and/or Section 13, "Water Pollution Control," of these Special Provisions, and all requirements listed in the National Pollutant Discharge Elimination System (NPDES) General Permit, San Francisco Bay Region Municipal Regional Stormwater NPDES Permit, and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor with copies of the monitoring reports. Should the work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. The costs associated with any compliance monitoring required beyond a single follow up site monitoring visit shall be deducted from the final payment for all of the Contract work.

21-1. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 13, "Water Pollution Control," this Section, and the directions of the Engineer throughout the work.

Temporary erosion controls may consist of straw logs, straw mulch, silt fencing, temporary berms, or any combination of these or other means acceptable to the Engineer to prevent polluted runoff and/or wind erosion. The use of any type of hay or any straw containing oat or weed seed is expressly forbidden. The Contractor is encouraged to review the Best Management Practices (BMPs) included in the County of San Mateo Maintenance Standards for installation and maintenance recommendations.

Temporary erosion controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. The

Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until sufficient quantities and types of temporary erosion control materials have been delivered to the work site as determined by the Engineer.

Additional temporary erosion controls, if necessary and as directed by the Engineer, shall be installed at the conclusion of the workweek to the satisfaction of the Engineer. The Engineer may also require the installation of temporary erosion controls at the conclusion of any workday when rain and/or wind is occurring or forecast.

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential erosion or sedimentation and/or to repair damaged silt fencing and other erosion controls. Provisions for the Contractor's Required Response are included in Section 13, "Water Pollution Control," of these Special Provisions.

A. Staging Areas

The Contractor shall contain runoff that may potentially leave any staging area to within the staging area by any suitable means approved by the Engineer.

Staging area BMPs shall be maintained throughout the duration of the work. Staging area BMPs shall be completely removed and disposed of outside the highway right of way in accordance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right-of-Way" of these Special Provisions, by the Contractor at his expense at the conclusion of the work. Attention is directed to Section 13, "Water Pollution Control," of these Special Provisions for provisions relating to tracking of mud from staging areas.

B. Staging Area Finish

The Contractor shall finish all staging areas as specified herein and as directed by the Engineer.

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the conclusion of construction operations. Staging area surfaces shall be smoothed and contoured to drain in the same manner as prior to their use. The smoothed and contoured surface shall be covered

with not less than six (6) inches and not more than twelve (12) inches of three-inch (3") un-compacted drain rock unless other material is approved in advance in writing by the Engineer. Any adjacent areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

Loose soil and/or rock resulting from any grading work required to restore the pre-construction condition shall not be scattered or "flaked" on any slope.

C. Mulch

The Contractor shall mulch all finished soil surfaces at the conclusion of the work and as part of any winterization as shown on the Plans, as specified herein and as directed by the Engineer.

Mulch shall consist of a uniform application of rice straw to a depth of not less than two (2) inches. Straw bales and flakes shall be broken apart and loosely spread prior to crimping. Mulch shall be manually crimped into the soil surface using rakes, pitchforks or other appropriate means. Mulch shall not be track-walked using heavy equipment.

The Contractor may propose in writing an alternate type of straw mulch. Any type of proposed straw shall be certified by the manufacturer as weed-free and seed-free. The Contractor may also propose to use locally collected redwood duff (fallen dried redwood leaves, seeds and seed pods, small twigs, etc.) in addition to or instead of rice straw. Written proposals for alternate straw or redwood duff shall include identification of the source of the material, including written permission from the property owner to collect redwood duff, if applicable. Proposals to use alternate types of straw or redwood duff will be submitted to the Engineer for his approval not less than three (3) working days in advance of placing mulch. The Engineer reserves the right to reject alternate proposals and require the use of rice straw mulch.

The Contractor shall avoid mulching over newly-planted trees/plants. Mulch shall not be applied below the ordinary high-water line of any water body.

D. Winterization

Should the Contractor fail to complete the work within the specified number of working days with any time extensions allowed by the Engineer and the permitting agencies, the Contractor shall be required to winterize the sites and any staging areas at his expense as specified herein and as directed by the Engineer.

Winterization shall include, at a minimum, removal or securing, at the Engineer's option, of any stockpiled materials; removing equipment from the vicinity; restoring staging areas for winter use by the County's Road Maintenance Division as specified under "Staging Area Finish" above; covering any vertical excavation faces with plastic sheeting secured with sandbags and not extending below the ordinary high water line; mulching all other excavations with rice straw as specified under "Mulch" above; and ensuring positive drainage through the work sites.

E. Payment

Full payment for conformance with this Special Provision shall be considered as included in the Contract price paid for Water Pollution Control, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 26.
AGGREGATE BASE (CLASS 2)

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

Aggregate base shall be placed where shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, natural, clean, rough-surfaced gravel and sand, or a combination thereof.

Aggregate base shall consist of reclaimed aggregate material up to 50% of the total volume whenever possible, as allowed in the first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," which states:

".... Aggregate may include material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used."

Except as provided for under Section 39, "Asphalt Concrete (Type A)," of these Special Provisions, the grading of the material shall conform to the three-quarter inch (3/4") maximum specified in Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications.

Spreading and compacting shall be performed by methods that will produce a uniform base, firmly and properly compacted to not less than ninety-five percent (95%) relative compaction, and free from pockets of coarse or fine material. All compacted materials may be tested by the County. The Contractor's attention is directed to Section 6-2, "Materials Testing," of these Special Provisions. Acceptance testing shall be performed using California Test Method (CT) 338 or ASTM D6938, as directed by the Engineer.

The Contractor shall notify the County a minimum of one (1) working day prior to when compacted materials are ready to be tested. The County pays for Contractor's call for first test only. Should the first test fail, or the Engineer's designee to perform the first test arrive and the Contractor not be ready for the test, then all subsequent tests will

be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore.

Aggregate base that is used to provide temporary access to work areas and driveways, as well as all other work that is necessary to comply with Section 5-10, "Public Convenience," of these Special Provisions, shall not be included in the Contract quantity for Aggregate Base (Class 2), and shall be considered as included in the various Contract items of work, and no additional compensation shall be allowed therefore.

The Contract unit price paid per cubic yard for this item, "Aggregate Base (Class 2)," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in furnishing, hauling and placing aggregate base, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 37. SLURRY SEAL

These specifications apply to the material requirements of a stable mixture of emulsified asphalt, mineral aggregate, and water, which mixture is intended to be used as a seal coat treatment of existing paved surfaces.

Slurry Seal shall conform to the provisions of Section 37-3.02, "Slurry Seal," of the Standard Specifications, these Special Provisions and the directions of the Engineer.

The Contractor's attention is directed to Section 13, "Water Pollution Control," of these Special Provisions. The Contractor shall take precautions such that no asphaltic emulsion or screenings are allowed to enter streams and waterways near the Project during the course of the work.

Slurry seal aggregate shall be Type II, and shall conform to the provisions in Section 37-3.02B(4), "Aggregate," of the Standard Specifications.

Asphaltic Emulsion used for Slurry Seal shall be Grade **PMCQS-1h cationic**, and shall conform to the following required specifications, or as directed by the Engineer.

SPECIFICATIONS FOR ASPHALTIC EMULSION PMCQS-1h

Test on Emulsion	Test Method	Typical Results	Specification	
			Min.	Max.
Viscosity @ 77°F (25°C) (SSF)	ASTM D244	22	15	100
Sieve Test, %	ASTM D244	0.1	----- -	0.01
Residue by Distillation, %	ASTM D244	61.5	57.0	
Particle Charge Test	ASTM D244	-----	Positive	
Test on Residue from Distillation Test	Test Method	Typical Results	Specification	
			Min.	Max.
Penetration, @ 77°F (25°C), dmm	ASTM D5	52	15	90
Ductility, @ 77°F (25°C), dmm	ASTM D113	100+	40	-----
Solubility in TCE, w%	ASTM D2042	99+	97.5	-----

Notes:

- (1) Torsional Recovery at 22%.
- (2) The bidder must supply a notarized certification from the polymer supplier, showing compliance with above, to the Engineer.

Proportioning shall conform to the provisions of Section 37-3.02B(5), “Slurry Seal Mix Design,” of the Standard Specifications and these Special Provisions. Asphaltic Emulsion shall be added at a rate of fifteen percent (15%) by weight of the dry aggregate. The exact rate will be determined by the Engineer.

Before any Slurry Sealing operations, the Contractor will be required to grind off all existing traffic striping and pavement markings that are to be covered with Slurry Seal. Payment for grinding off existing traffic striping and pavement markings shall be as provided in Section 84, “Thermoplastic Traffic Stripes and Pavement Markings,” of these Special Provisions.

Prior to placing slurry seal, the streets shall be cleaned by the Contractor by sweeping with **pickup broom/mobile type sweepers** with water spray bars to reduce dust. The Engineer shall approve of the type of sweeper to be used. If necessary, more than one sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used. Completion of sweeping shall be evidenced by the absence of all loose particles of paving, dirt and other extraneous material, on the roadway, in the gutters, and other affected areas. If needed, all areas shall be swept a second time or more if necessary in the same manner or as directed by the Engineer prior to placing the slurry seal. **All streets shall be swept by the Contractor two days after completion of the slurry seal to remove any loose aggregate.** The Contractor shall perform additional sweeping after placement of the slurry seal to ensure that any loose rock is removed, at the direction of the Engineer.

Placing shall conform to the provisions in Section 37-3.02C(4), “Placement,” of the Standard Specifications and these Special Provisions. Slurry seal shall not be placed when the atmospheric temperature is below 50° F or during unsuitable weather. Any slurry seal placed outside the lines and dimensions shown on the plans which is not authorized by the Engineer in writing shall not be paid for and shall be at the expense of the Contractor.

Slurry seal shall be spread at a rate of twelve (12) to fifteen (15) pounds of dry aggregate per square yard. The exact rate will be determined by the Engineer. **Weigh or gallonage tags shall be furnished to the Engineer by the Contractor for all materials delivered to the Project for Slurry Seal, including aggregate and asphaltic emulsion.**

Whenever possible, joints shall coincide with lane lines or in the center of the lane. In no case will ridges be allowed in the normal wheel track of vehicles. The forward speed of the slurry spreader shall be adjusted to eliminate corrugations or surface irregularities in the slurry seal, which are caused by excessive speed.

The Contractor shall be responsible for any damage or stains to existing striping and pavement markers, curbs and gutters, and roadways and driveways that occur during the course of this Contract. Stains will be cleaned by the sandblasting, or any other method satisfactory to the Engineer. Damage or stains caused by the Contractor's operations shall be repaired or replaced by the Contractor at his expense and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor shall conform slurry sealed to the existing manholes, gas and water valves, monuments, and concrete curbs and gutters, as directed by the Engineer in the field. Slurry Seal that is overlapped on manholes, gas and water valves, monuments, and concrete curbs and gutters shall be cleaned, as directed by the Engineer, at the expense of the Contractor, and no additional compensation will be allowed therefore. **The Contractor shall immediately remove any excess slurry from the gutters. The Contractor shall not continue to the next street for slurry sealing until all excess slurry is removed as determined by the Engineer.**

Slurry seal will be measured by the square yard. Section 37-3.02D, "Payment," of the Standard Specifications shall not apply to this item.

The Contract unit price paid per square yard for this item, "Slurry Seal," shall include full compensation for all preparatory and finishing street work, including but not limited to cleaning and sweeping pavement surfaces, protection of existing improvements from asphaltic emulsion or slurry seal stains, furnishing and applying slurry seal mixture, and all labor, materials, tools, equipment and incidentals necessary for doing all work involved on slurry sealing roadways, as shown on the Plans, as

specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

37-1. Crack Seal

This item shall consist of sealing the existing transverse and longitudinal cracks and joints and random cracks in bituminous pavements in accordance with these Special Provisions.

All streets identified in the Project Plans to receive a Cape Seal shall be crack sealed in advance.

Immediately prior to the application of the crack seal material, all vegetation shall be removed and those cracks and joints shall be cleaned to the satisfaction of the Engineer.

No sealant material shall be installed until all cracks and joints to be sealed have been inspected and approved by the Engineer. The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints. Joints and cracks shall be filled flush with the surface and the width does not exceed 2" beyond crack edges. All overbanding shall be kept to a minimum. After the sealant has cooled, settling shall not exceed 3/8" below the surface.

37-3.01 Quality Assurance

Hot-applied crack treatment material must be sampled at least once per project in the Engineer's presence. Collect two 3-pound minimum samples of crack treatment material from the dispensing wand into silicone release boxes.

37-3.02 Materials

The crack treatment material must comply with the requirements shown in the following table:

Crack Treatment Material

Quality Characteristic ^a	Test Method ^b	Requirement				
		Type 1	Type 2	Type 3	Type 4	Type 5
Softening point (min, °C)	ASTM D36/D36M	102	96	90	84	84
Cone penetration at 77 °F (max)	ASTM D5329	35	40	50	70	90
Resilience at 77 °F, unaged (%)	ASTM D5329	20–60	25–65	30–70	35–75	40–80
Flexibility °(°C)	ASTM D3111	0	0	0	-11	-28
Tensile adhesion (min, %)	ASTM D5329	300	400	400	500	500
Specific gravity (max)	ASTM D70	1.25	1.25	1.25	1.25	1.25
Asphalt compatibility	ASTM D5329	Pass	Pass	Pass	Pass	Pass
Sieve test (% passing)	See note d	100	100	100	100	100

^aCold-applied crack treatment material residue collected under ASTM D6943, Method B and sampled under ASTM D140 must comply with the grade specifications.

^bExcept for viscosity, cure each specimen at a temperature of 23 ± 2 °C and a relative humidity of 50 ± 10 percent for 24 ± 2 hours before testing.

^cFor the flexibility test, the specimen size must be 6.4 ± 0.2 mm thick by 25 ± 0.2 mm wide by 150 ± 0.5 mm long. The test mandrel diameter must be 6.4 ± 0.2 mm. The bend arc must be 180 degrees. The bend rate must be 2 ± 1 seconds. At least 4 of 5 test specimens must pass at the specified test temperature without fracture, crazing, or cracking.

^dFor hot-applied crack treatment, dilute with toluene and sieve through a no. 8 sieve. For cold-applied crack treatment, sieve the material as-received through a no. 8 sieve. If the manufacturer provides a statement that added components passed the no. 16 sieve before blending, this requirement is void.

Crack treatment material must be delivered to the job site with the information listed below. If crack treatment material is delivered to the job site in containers, each container must be marked with the following information.

1. Manufacturer's name
2. Production location
3. Brand or trade name
4. Designation
5. Crack treatment trade name
6. Batch or lot number
7. Maximum heating temperature
8. Expiration date for cold application only

Hot-applied crack treatment must be delivered to the job site premixed in cardboard containers with meltable inclusion liners or in a fully meltable package. Cold-applied crack treatment must have a minimum shelf life of 3 months from the date of manufacture.

Sand applied to tacky crack treatment material must be clean, free of clay, and comply with the gradation shown in the following table:

Sand Gradation

Sieve size	Percent passing
No. 4	100
No. 50	0-30
No. 200	0-5

37-3.03 Construction

Treat cracks from ¼ to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch as ordered. Filling cracks wider than 1 inch is change order work.

For a traffic lane adjacent to a shoulder, treat the cracks on the shoulder.

For hot-applied crack treatment material, rout cracks or saw cut to form a reservoir.

Cracks must be clean and dry before treating. Before treating, blast cracks with oil-free compressed air at a pressure of at least 90 psi.

If the pavement temperature is below 40 degrees F or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly on the pavement.

Heat and apply hot-applied crack treatment material under the manufacturer's instructions.

Apply cold-applied crack treatment material with a distributor kettle, a piston, or a diaphragm barrel pump that can deliver from 50 to 75 psi. The application line must have a pressure gauge and a filter. The pressure in the application line must not exceed 20 psi. The pressure gauge must have a regulator. Use a high-pressure hose with a ½-inch National Pipe Tapered (NPT) Thread swivel connection and a dispensing wand.

Apply crack treatment with a nozzle inserted into the crack. Fill the crack flush. If after 2 days the crack treatment is more than ¼ inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.

Immediately remove crack treatment material that is spilled or deposited on the pavement surface.

The contractor shall not apply slurry seal on any roads a minimum of one (1) week after the crack seal has been applied.

Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep

up excess sand before opening to traffic.

Contractor shall inspect roads to assess amount of crack sealing that may be required.

37-3.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning, furnishing, applying crack seal, maintaining, and removal and disposal of vegetation, as specified herein and as directed by the Engineer, shall be considered as included in the Contract lump sum price for this item, "Crack Seal," and no additional compensation will be allowed therefore.

The County reserves the right to eliminate this item, "Crack Seal," from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of these items of work prior to incurring any costs. The Contractor shall not be entitled to any compensation under this item of work for any costs incurred should he proceed in advance of receiving written authorization from the County.

END OF SECTION

SECTION 39.
ASPHALT CONCRETE (TYPE A)

Asphalt concrete shall be Type A HMA and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating and reference marking all existing highway facilities (such as manholes, valves, and monuments) within the Project limits prior to any paving work.

Asphalt concrete to be used for roadway area, including the raised midblock crosswalk on S. Park Plaza Drive, intersections, and miscellaneous areas, as shown on the Plans and as designated by the Engineer, shall be Type A HMA, 1/2" maximum, medium grading.

The Contractor's attention is further directed to the provisions of Section 39-2.01A(4)(i)(iii), "Pavement Smoothness," of the Standard Specifications for smoothness tolerance requirements and the importance of maintaining pavement smoothness that is equal to or better than currently exists.

Should the newly paved roadway fail to meet the County's smoothness tolerances in conformance with the Standard Specifications and these Special Provisions, the Contractor shall, at the Contractor's own expense, perform corrective measures. Such corrective measures shall be approved of by the Engineer. Failure to obtain County approval of proposed corrective measures may result in additional corrective measures, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Following any initial corrective measures, the Engineer will again make a determination as to roadway smoothness.

Asphalt concrete to be used for the adjustment of existing utilities and installation of new survey monuments shall be Type A HMA, 3/8" maximum grading and shall not be calculated nor paid for under this item, "Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium Grading)," but shall be included in the Contract unit prices paid for the various Contract items of work to adjust existing utilities to grade, and no additional compensation will be made therefore. Reference is made to Sections 15, "Existing Facilities," of these Special Provisions.

Asphalt concrete to be used for 3" overlay shall not be calculated nor paid for under this item, "Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium Grading)," but shall be included in the Contract unit price paid per square yard for "Grind and Overlay 3" Asphalt Concrete Pavement," and no additional compensation will be made therefore. Reference is made to Section 39-3, "Grind and Overlay 3" Asphalt Concrete Pavement," of these Special Provisions.

The Contractor will be responsible for removing all existing traffic stripes, pavement markings, and pavement markers within the Project limits prior to any paving work. Removal of existing traffic stripes, pavement markings and pavement markers shall be in conformance with the Standard Specifications, these Special Provisions and the directions of the Engineer. Reference is made to Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," of these Special Provisions.

The amount of asphalt binder to be mixed with the aggregate shall be between four percent (4%) and six percent (6%) by weight of dry aggregate. The exact amount of asphaltic binder to be mixed with the aggregate shall be as determined by the Engineer.

Areas to which asphaltic emulsion has been applied shall be closed to public traffic. Care shall be taken to avoid tracking asphaltic emulsion onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any damage to existing curbs, gutters, sidewalks, and driveways. Any asphalt concrete or asphaltic emulsion stains occurring during the course of this Contract will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage shall be considered as included in the Contract unit price paid per ton for Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium Grading), and no additional compensation will be allowed therefore.

The Contractor will not be allowed to remove existing roadway surface to place the asphalt concrete pavement until an approved water drainage test is performed on all concrete gutters. Any gutter not meeting grade requirements specified shall be removed and replaced at the Contractor's expense. The Contractor's attention is directed to Section 19-1.03C, "Grade Tolerance," of the Standard Specifications.

At road conforms and driveway openings designated by the Engineer, additional asphalt concrete surfacing material shall be placed and hand raked, if necessary, and compacted to form smooth tapered connections. **The Contractor shall provide**

temporary ramps, of asphalt concrete or other approved material, at joints for transverse conforms in the direction of travel and project limits, and shall provide temporary ramps to provide smooth connections, of asphalt concrete or other approved material, at joints at driveways, as well as any valves boxes, manholes (sanitary sewer and storm drain), or monuments that require adjustment and at any other locations designated by the Engineer, unless otherwise directed by the Engineer. The Contractor is further advised that it will be his/her responsibility to ensure that the existing drainage patterns are maintained at all locations, as indicated on the Plans or as directed by the Engineer. Full compensation for furnishing all labor, tools, incidentals necessary for doing all work to hand rake said connections shall be considered as included in the Contract price paid for asphalt concrete, and no additional compensation will be allowed therefore.

The Contractor is reminded of the importance of public safety and the need to install the temporary asphalt concrete ramps before opening road to traffic at the same day the grade differential is introduced. The Contractor is advised that Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until temporary asphalt concrete ramps are completely installed.

The Contractor's attention is directed to Section 39-2.01C(4), "Longitudinal Joints," of the Standard Specifications for spreading and compacting asphalt concrete:

"Longitudinal joints in the top layer must match lane lines. Alternatively the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line."

Any asphalt concrete placed outside the lines and dimensions shown on the Plans, and that is not authorized by the Engineer in writing, shall not be paid for. Such quantity of asphalt concrete will be determined by the Engineer using any method he/she deems best suited to obtain an accurate quantity, and such quantity will be deducted from the total paid the Contractor, and no additional compensation will be allowed therefore. The unit weight of asphalt concrete for purposes of deduction shall be the average tested weight of the asphalt concrete used on this Project, or, absent any testing, 155 pounds per cubic foot.

The Contract unit price paid per ton for this item, "Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium grading)," shall include full compensation for furnishing all

labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placing asphalt concrete, as shown on the Plans and excluding asphalt concrete in 3" overlay areas and temporary asphalt concrete plugs for new concrete gutters, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Full compensation for Asphalt Concrete (Type A HMA, 3/8" Maximum, Medium grading), to be used for adjustment of existing utilities shall be considered as included in the Contract unit prices paid per each for the various Contract items found under Section 15, "Existing Facilities," of these Special Provisions, and no additional compensation will be allowed therefore.

Full compensation for Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium Grading), to be used for 3" overlay areas shall be considered as included in the Contract unit price paid per square yard for the item, "Grind and Overlay 3" Asphalt Concrete Pavement," of these Special Provisions, and no additional compensation will be allowed therefore.

Full compensation for AC Plugs to be used for temporary conform shall be considered as included in the Contract unit price paid per cubic yard for the item, "Class 3 Concrete," of these Special Provisions, and no additional compensation will be allowed therefore.

39-1. Compaction Testing

New asphalt concrete (Type A HMA, 1/2" maximum, medium grading) placed within the roadway prism, as well as other areas shown on the Plans and as designated by the Engineer, may be tested for compaction, as directed by the Engineer.

Compacting shall be performed to achieve not less than ninety-five percent (95%) of the maximum theoretical density. The Contractor's attention is directed to Section 6-2, "Materials Testing," of these Special Provisions. Acceptance testing shall be performed using California Test Method (CT) 375 or ASTM D2950, as directed by the Engineer.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B, and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B, and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

The County pays for Contractor's call for first test only and, if necessary, subsequent re-test only. Should the subsequent re-test fail, then all subsequent re-tests will be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore.

39-2. Asphaltic Emulsion (Tack Coat)

Asphaltic Emulsion (Tack Coat) shall conform to the provisions of Section 39-2.01C(3)(f), "Tack Coat," and Section 94, "Asphaltic Emulsions," of the

Standard Specifications, these Special Provisions, and the directions of the Engineer.

Asphaltic emulsion shall be applied as a tack coat to asphalt concrete paving areas, as shown on the Plans, as indicated in these Special Provisions and as directed by the Engineer. Asphaltic Emulsion for asphalt concrete paving areas shall be Type SS1.

The areas to which asphaltic emulsion has been applied shall be closed to public traffic, as specified in these Special Provisions and as directed by the Engineer; and the Contractor shall avoid tracking asphaltic emulsion onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any asphaltic emulsion stains occurring during the course of this Contract. Such stains will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and applying asphaltic emulsion for this item, "Asphaltic Emulsion (Tack Coat)," as specified in the Standard Specifications and these Special Provisions, as shown on the Plans, and as directed by the Engineer, shall be considered as included in the unit prices paid for the various Contract items of work, and no separate payment or additional compensation will be allowed therefore.

39-3. Grind and Overlay 3" Asphalt Concrete Pavement

Existing asphalt concrete pavement shall be planed at all longitudinal and transverse conforms, as well as adjacent to concrete gutters and aprons, all in accordance with the Plans, these Special Provisions, and as directions of the Engineer.

Planing of asphalt concrete pavement shall be performed by cold planing. The cold planing machine shall have a cutter head at least thirty inches (30") wide and shall be operated so as not to produce fumes or air pollution.

The depth, width, and shape of the cut shall conform to the Plans and as directed by the Engineer. The Contractor is advised that more than one pass may be necessary to develop the specified depth and width. The final planing cut shall result in a uniformly rough surface. **The Contractor shall make adjustments to the planing depth to achieve the final grades of the 3" asphalt concrete paving section. The final centerline profiles of the roads are shown on Plan Sheets 5 and 6. Areas of the grading plane that are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.**

Planed cut lines at conforms to existing asphalt concrete and Portland cement concrete to remain shall be neat and uniform, and shall be straight and the edges vertical to the depth specified. Planing shall be contiguous to Portland cement concrete.

Road surfacing and adjacent improvements to remain shall not be damaged in any way. Any damage, as a result of the Contractor's operations, to asphalt concrete pavement, dikes, Portland cement concrete curbs and gutters, signal cable conductors, traffic signal loop detectors, and other existing improvements that are to remain shall be repaired or replaced by the Contractor at his expense, and no additional compensation will be allowed therefore.

Project paving limit conforms shall be made by a transverse cut, as shown in the Typical Details. Generally, transverse sections shall be planed to a minimum depth of one and on-half inch (1-1/2"), or 0.13 feet, and not more than two inches (2"), or 0.17 feet. Transverse planing at Project limits, driveways, street intersections, and at other conform locations requiring transverse cuts, shall be paid for at the Contract unit price paid per square yard for "Grind and Overlay 3" Asphalt Concrete Pavement," and no separate payment will be allowed therefore.

Material planed from the roadway surface, including asphalt concrete cutback and pavement reinforcing fabric, shall become the property of the Contractor and shall be disposed of outside of the Highway Right-of-Way in conformance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions.

The Contractor may propose an alternative method to planing, provided that the contractor's alternative method produces the desired result. The alternative method is subject to the Engineer's approval.

The Contractor shall provide temporary three-foot (3') wide ramps, of cutback or other approved material, at all planed joints for transverse conforms, and at cross-streets and driveways, as well as at any other locations designated by the Engineer, unless otherwise directed by the Engineer. All labor and material costs associated with conform ramp construction and removal prior to paving operation shall be considered as included in the Contract unit price paid per square yard for this item, "Grind and Overlay 3" Asphalt Concrete Pavement," and no additional payment will be allowed therefore.

The Contractor is reminded of the importance of public safety and the need to install the temporary cutback ramps the same day planning of asphalt concrete pavement occurs. The Contractor is advised that Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until either temporary cutback ramps are installed or final pavement is completed.

Asphalt concrete pavement shall conform to the applicable provisions of Section 19-1.03C, "Grade Tolerance," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete pavement shall be Type A HMA, 1/2" maximum, medium grading, and shall conform to the applicable provisions of Section 39, "Asphalt Concrete," of the Standard Specifications, and these Special Provisions. Section 39-2.01D, "Payment," of the Standard Specifications shall not apply to this item of work.

The Contractor is advised that any AC plugs required for the new concrete gutter to be installed shall not be compensated under this Section 39-3, "Grind and Overlay 3" Asphalt Concrete Pavement," but shall be considered as included in the Contract unit price paid for item 51-3, "Class 3 Concrete," and no additional compensation will be allowed therefore. **The grind and overlay limits shall include AC plugs and must be contiguous to the lip of concrete gutter.**

Any damage to pavement and base material which is to remain and as a result of the Contractor's operations, as determined by the Engineer, shall be

repaired or removed and replaced with new asphalt concrete, as directed by the Engineer. Repairing or removing and replacing such damaged pavement shall be at the Contractor's expense. The Engineer shall be the sole judge of the adequacy of the completed remedial work.

The approximate locations where grind and overlay are required are shown on the Plans.

Grind and overlay asphalt concrete pavement shall be measured by the square yard. The total quantity to be paid for will be calculated on the basis of the authorized pavement surface area.

No excavation shall be left open during non-working hours unless specifically authorized, in writing, by the Engineer. Roadway areas from which surfacing and base material have been removed shall be barricaded, as approved by the Engineer, prior to the time public traffic is allowed thereon.

The Contract unit price per square yard for this item, "Grind and Overlay 3" Asphalt Concrete Pavement," shall include full compensation for all labor, tools, equipment, incidentals, and materials (including asphalt concrete and asphaltic emulsion) to plane and dispose of asphalt concrete, and overlay and compact new asphalt concrete pavement, as shown on the Plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. No separate payment will be made under the item, "Asphalt Concrete (Type A HMA), 1/2" Maximum, Medium Grading)," for asphalt concrete used in Section 39-3 of these Special Provisions. No separate payment will be made under the item, "Roadway Excavation," for planing and disposing asphalt concrete in Section 39-3 of these Special Provisions.

No adjustment in the Contract bid price will be made for any increase or decrease in the quantities of the grind and overlay 3" asphalt concrete. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

39-4. Place Asphalt Concrete (Raised Crosswalk)

Place Asphalt Concrete (Raised Crosswalk) shall conform to the provisions of Sections 39, "Asphalt Concrete (Type A)," of these Special

Provisions, the Plans, and the directions of the Engineer. Asphalt concrete used for raised crosswalk shall be Type A HMA (1/2" maximum, medium grading) and shall conform to the provisions of Section 39, "Asphalt Concrete (Type A)," of these Special Provisions.

The edges of the raised asphalt concrete crosswalk shall be cold-planed with a planing machine to achieve the minimum asphalt concrete thickness as shown on the Plans. All edges shall be tapered to provide a smooth transition from the road to the raised crosswalk. Planed material shall become the property of the Contractor and shall be disposed of outside of the Highway Right-of-Way in conformance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions.

Asphaltic Emulsion (Tack Coat) required for raised asphalt concrete crosswalk shall conform to the provisions of Section 39-2, "Asphaltic Emulsion (Tack Coat)," of these Special Provisions. Full compensation for furnishing and placing asphaltic emulsion (tack coat), complete in-place, shall be considered as included in the Contract price paid per square yard for this item, "Place Asphalt Concrete (Raised Crosswalk)".

The Contractor is advised that it will be his responsibility to assure that existing drainage patterns are maintained at all locations, as indicated on the Plans, unless otherwise directed by the Engineer.

Any asphalt concrete placed beyond the limits, as shown on Plans or as directed by the Engineer, and resulting from the Contractor's operations, shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

The Contract price paid per square yard for this item, "Place Asphalt Concrete (Raised Crosswalk)," shall include full compensation for preparing areas to receive asphalt concrete and for furnishing all labor, materials (except for asphalt concrete (Type A)), tools, equipment and incidentals, and for doing all work involved in placing raised asphalt concrete crosswalk, including, but not limited to, planing and disposing existing asphalt concrete pavement, hauling, placing, spreading, and compacting of raised asphalt concrete crosswalk, as shown on the Plans, as specified in the Standard Specifications and these

Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, "Place Asphalt Concrete (Raised Crosswalk)," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

39-5. Sawcut Asphalt Concrete and Portland Cement Concrete

Sawcut Asphalt Concrete and Portland Cement Concrete shall conform to these Special Provisions, the Plans, and the directions of the Engineer.

Existing asphalt concrete and Portland cement concrete shall be sawcut at roadway, sidewalk, curb, gutter, and where existing concrete is to be removed to facilitate construction of curb ramps, curb and gutter, sidewalk, and at other locations shown on the Plans or directed by the Engineer. The exact limits shall be as shown on the Plans, unless prior written approval for adjustment is given by the Engineer. The Contractor shall provide a neat, clean, and uniform joint at all conforms, as directed by the Engineer. The Contractor is advised that the method used to provide a neat, clean, uniform joint shall be subject to the approval of the Engineer.

All sawcutting operations shall be performed with a power-driven saw and the sawcut shall extend completely through the asphalt concrete and Portland cement concrete (or other facilities). The use of pavement breakers or other devices for cutting pavement will not be permitted unless specifically authorized, in writing, by the Engineer.

Cracked or broken pavement caused by, or new or existing improvements damaged by, the Contractor's operations shall be removed to a line established by the Engineer, and shall be replaced with new asphalt concrete or Portland cement concrete, all at the Contractor's expense and as directed by the Engineer, and no additional compensation will be allowed therefore.

The Contractor's attention is directed to Section 13, "Water Pollution Control," of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and

completely removed from the site. Any slurry shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in sawcutting asphalt concrete and Portland cement concrete, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the various Contract unit prices paid, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 51. CONCRETE STRUCTURES

Concrete Structures shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

51-1. Class 2 Concrete (Minor Structures)

Class 2 Concrete (Minor Structures) shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Concrete for minor structures shall conform to Section 90-1, "General," and Section 90-2, "Minor Concrete," of the Standard Specifications.

Concrete structures to be paid for as Class 2 Concrete (Minor Structures) shall be as designated on the Plans.

Portland cement concrete for minor structures shall be produced from commercial quality aggregate and cement shall contain not less than 590 pounds of cement per cubic yard (350 kg/m³).

Full compensation for providing bar reinforcing steel, and drainage inlet frames and grates, manhole frames and covers, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract unit price paid per cubic yard for this item, "Class 2 Concrete (Minor Structures)," and no separate payment will be made therefore.

The Contractor shall take care when working in and around facilities to remain. The cost of repairing, to the satisfaction of the Engineer, any damage to said facilities to remain and resulting from the Contractor's operations, as determined by the Engineer, shall be performed by the Contractor, all at his expense, and no additional compensation will be allowed therefore.

The Contractor's attention is directed to the Drainage Plan Sheet of the Plans. Drainage structures shown on said plan to be Class 2 Concrete (Minor Structures, and concrete aprons for such structures, will be paid at the Contract unit price paid per cubic yard for this item, "Class 2 Concrete (Minor Structure)".

The Contractor is advised that installation of new drainage structures, complete in place, shall be completed prior to commencement of asphalt concrete paving and slurry sealing operations.

Full compensation for connecting new culvert pipes to new or existing structures (including cutting pipe ends flush with inside structure face), as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract price per linear foot for these items, "12" HDPE Storm Drain Pipe," and "24" HDPE Storm Drain Pipe," and no separate payment will be made therefore.

The Contract unit price paid per cubic yard for this item, "Class 2 Concrete (Minor Structures)," shall be in accordance with Section 51-7.01D, "Payment," of the Standard Specifications, except it shall also include furnishing and setting steel frames, grates and covers, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in constructing minor structures from Class 2 concrete, complete in place, including, but not limited to, excavation and backfill, dewatering where required, for furnishing and placing all bar reinforcing and miscellaneous steel, work required to avoid and protect all existing utility lines, and other work as may be required by the Engineer to complete the installation, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

51-2. Miscellaneous Iron and Steel

Miscellaneous iron and steel used for drainage inlet frames and grates shall be Type 24-12x, and shall conform to the provisions in Section 75-2, "Miscellaneous Iron and Steel," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Drainage inlet frames and grates shall be galvanized in accordance with the provisions of Section 75-1.02B, "Galvanizing," of the Standard Specifications.

Section 75-2.04, "Payment" of the Standard Specifications shall not apply to this item, "Miscellaneous Iron and Steel."

Full compensation for furnishing and work required for this item, "Miscellaneous Iron and Steel," shall be considered to be included in Section 51-

1, "Class 2 Concrete (Minor Structure)," of these Special Provisions, and no additional compensation will be allowed therefore.

51-3. Class 3 Concrete

Class 3 concrete shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Portland cement concrete Class 3 concrete shall be produced from commercial quality aggregate and cement content per cubic yard of concrete shall not be less than 505 pounds (300 kg/m³) of cement.

Concrete curb, gutter, sidewalk, and curb ramps shall be constructed or reconstructed at the locations shown on the Plans and as designated by the Engineer. The Contractor is advised that the portions of any Portland cement concrete facilities that are removed to conform to the new grades shall be replaced "in kind," except where indicated on Plans.

Special care shall be taken during construction to accurately match the existing and/or required alignment and grades for all concrete work and to ensure positive drainage, as specified in these Special Provisions and as directed by the Engineer.

The progression and sequence of the various phases of the concrete work shall be approved by the Engineer. Work within a particular location or area shall not commence without approval of the Engineer.

The Contractor shall notify the Engineer **two (2) working days** prior to beginning concrete work, and shall provide **one (1) working day** advance notification whenever his work is interrupted. The Contractor's attention is directed to Section 12, "Maintaining Traffic," of these Special Provisions for property owner notification.

Curb, gutter, and sidewalk shall be sawcut at the first scoring line at or beyond the planned point of removal. Sawcutting operations shall conform to Section 39-5 "Sawcut Asphalt Concrete and Portland Cement Concrete" of these Special Provisions.

The concrete for curb, gutters, sidewalks and curb ramps shall be cured by the curing compound method conforming to Section 90-1.03B(3), "Curing

Compound Method,” of the Standard Specifications. The curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A, except that loss of water in the water retention test shall not exceed 0.15-kilograms per meter squared in 24 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area.

Concrete to be removed shall be removed in accordance with the provisions in Section 73-10, “Existing Curb and Sidewalks,” of the Standard Specifications. Any removed concrete shall become the property of the Contractor and shall be disposed of outside of the highway right of way in accordance with Section 5-11, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions. **Upon removal of existing concrete sidewalk, the Contractor shall close the sidewalk, with appropriate signage and cautionary measures, such as “Closed” signs at both sides of the affected area, or as directed by the Engineer, and provide temporary pedestrian access with temporary access ramps. Temporary pedestrian access shall be protected by traffic barriers and flashing beacons. New concrete sidewalk and traffic signal foundations shall be installed within ten (10) working days after demolition of the existing sidewalk. Full compensation for providing temporary pedestrian access and temporary traffic control devices shall be considered as included in the Contract unit price paid for this item, “Maintaining Traffic,” and no additional compensation will be allowed therefore.**

Damage to existing concrete improvements not designated on the Plans or by the Engineer for removal, and as a result of the Contractor's operations, shall be repaired by the Contractor, all at the expense of the Contractor and to the satisfaction of the Engineer, and no additional compensation will be allowed for therefore.

Areas where asphalt concrete and base are removed beyond the limits of the existing concrete for the installation of concrete formwork shall be backfilled with a minimum 0.5-foot full depth asphalt concrete (Type A HMA, 3/4” maximum, medium grading). The cost of asphalt concrete for this work shall be included in the Contract unit price paid for this item, “Class 3 Concrete,” and no

additional compensation will be allowed therefore.

The Contractor shall provide a neat, clean, and uniform joint at all curb, gutter, and sidewalk conforms and, when possible, joints shall be located at existing score lines. The Contractor is advised that the method used to provide joints at conforms shall be subject to the approval of the Engineer.

Holes shall be drilled into existing concrete for placement of slip dowels to tie new concrete work to existing concrete. Holes shall be nine inches (9") deep and slip dowels shall be eighteen inches (18") long, as shown on the Plans and as directed by the Engineer.

The Contractor is advised that all concrete work for installing new curb ramps, as well as any existing curb, gutter and sidewalk requiring reconstruction, shall be completed prior to commencement of asphalt concrete paving and slurry sealing operations. Furthermore, the Contractor's attention is directed to Sections 51-4, "Install New Curb Ramps," of these Special Provisions.

Aggregate base required for curb ramps, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Payment for aggregate base (Class 2) shall be considered as included in the Contract unit price paid for "Aggregate Base (Class 2)," and no additional compensation will be allowed therefore.

All sawcutting required for the installation of new curb ramps, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 39-5, "Sawcut Asphalt Concrete or Portland Cement Concrete," of these Special Provisions. Payment for sawcutting of asphalt concrete and Portland cement concrete required to install new concrete sidewalk, curb, gutter, and curb ramps shall be considered as included in the Contract unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

Quantities of concrete in curbs, sidewalks, island paving, gutter depressions, and curb ramps or driveway areas, to be paid for by the cubic yard, will be determined from the dimensions shown on the plans or such other dimensions as may be ordered in writing by the Engineer, and concrete placed in

excess of these dimensions will not be paid for.

The Contract unit price paid per cubic yard for this item, "Class 3 Concrete," shall include full compensation for providing all labor, materials (including expansion joint material, asphalt concrete (Type A HMA, 3/4" maximum, medium grading) for backfill, dowels, bar reinforcement, and wire meshing), tools, equipment, and incidentals necessary for doing all work involved in constructing new concrete sidewalk, curb, gutter, island paving, curb ramps, and AC plugs, including any existing curb, gutter and sidewalk requiring reconstruction, but not limited to sawcutting of existing concrete curb, gutter and sidewalk, providing and placing backing material behind newly constructed sidewalk, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contract bid price will be made for any increase or decrease in quantities for this item, "Class 3 Concrete," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

51-4. Install New Curb Ramps

Reference is made to Section 15, "Existing Facilities," Section 26, "Aggregate Base (Class 2)," Section 39-5, "Sawcut Asphalt Concrete and Portland Cement Concrete," and Section 51, "Class 3 Concrete," of these Special Provisions. **Reference is further made to the curb ramp details shown on Sheet 9 of the Plans.**

The Contractor is advised that there are **ten (10)** Case A, and **two (2)** Case C curb ramps to be installed, as shown on the Plans and as directed by the Engineer.

The Contractor is further advised that:

- (1) **The Contractor's attention is further directed to the potential utility boxes to be adjusted located in the road/sidewalk where the new curb ramp is to be constructed. *These utility boxes shall be adjusted prior to installation of the new curb ramp.*** Payment for adjusting these utility boxes to grade shall be considered as included in the Contract unit price per each for this item, "California Water Service Company - Adjust

Water Valve Box to Grade (ALT) (Non-Participating),” and no additional compensation will be allowed therefore.

New curb ramps shall be poured monolithically with the concrete curbs, gutters and sidewalks, as directed by the Engineer or unless otherwise authorized by the Engineer.

Any newly installed curb and gutter that are shown by water tests to pond water, shall be removed and reinstalled before road work commences, as directed by the Engineer and all at the Contractor’s sole expense, and no additional compensation will be allowed therefore.

The surface of the curb ramp shall be given a heavy broom finish that will provide a distinctive contrasting finish with adjacent sidewalk. Whereas, any portions of all other existing concrete improvements removed, as marked in the field, shall be replaced “in kind,” and shall have a finish and scoring that matches the existing concrete, except where indicated on Plans or as otherwise directed by the Engineer.

Class 3 Concrete to be used for concrete curb ramps shall not be calculated nor paid for under this item, “Install New Curb Ramp,” but shall be included in the Contract unit price paid per cubic yard for “Class 3 Concrete,” and no additional compensation will be made therefore.

The Contract unit price paid per each for this item, “Install New Curb Ramp,” shall include full compensation for furnishing all labor, materials (including expansion joint material, dowels, bar reinforcement), tools, equipment, and incidentals necessary for doing all work involved in constructing concrete curb ramps, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

51-5. Detectable Warning Surfaces

Detectable Warning Surfaces shall conform to the provisions of Section 73-1.02B, “Detectable Warning Surfaces,” of the Standard Specifications, these Special Provisions, the Plans, the provisions of Standard Plan A88A, and the directions of the Engineer.

The Contractor is advised that there are approximately **320 square feet** of detectable warning surfaces required for new curb ramps and accessible routes.

Detectable warning surfaces shall be placed on locations as shown on the Plans, and at locations designated by the Engineer.

Cast-in-place detectable warning surface tiles shall be used on all new curb ramps. Surface-applied detectable warning surface mats shall be used outside of curb ramps.

The Contract unit price paid per square foot for this item, "Detectable Warning Surfaces," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in the installation of detectable warning surfaces (cast-in-place tiles or surface-applied mats), complete in place, including, but not limited to, trimming and cutting the panels to fit the required dimensions as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, "Detectable Warning Surfaces," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

END OF SECTION

SECTION 56. ROADSIDE SIGNS

Roadside signs shall be installed in conformance with the provisions in Section 82, "Signs and Markers," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, the California Manual on Uniform Traffic Control Devices (2014), and the directions of the Engineer.

New Sign Panel Sizes, Sheeting and Color

Sign panel sizes, sheeting, and color shall be as follows:

CA MUTCD Sign Code	SIGN DESCRIPTION ("TEXT" AND/OR SYMBOL)	PANEL SIZE	ASTM SHEETING TYPE	Panel Color
W17-1	SPEED HUMP	36" x 36"	ASTM Prismatic Type XI	Black on Fluorescent Yellow

When installing new roadside signs, or removing and replacing existing roadside signs, each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit. Reference is made to items 56-1, "Install New Roadside Signs," and 56-2, "Remove and Reset Roadside Signs," of these Special Provisions.

Sign Panels

Use ASTM prismatic Type XI retroreflective sheeting for all sign types specified "fluorescent yellow" in color. Use ASTM prismatic type III retroreflective sheeting for all other sign types. Sign retroreflective sheeting shall conform to ASTM D 4956. When an adhesive is used, use ASTM D 4956, backing class 1, 2, 3, or 4.

Aluminum panels conforming to ASTM B 209, alloy 6061-T6 or 5052-H38 shall be used for new Roadside signs. Fabricate all temporary panels and those permanent panels that are 30 by 30 inches or smaller from 0.080-inch thick aluminum sheets. Fabricate larger permanent panels from 0.125-inch thick aluminum sheets.

The blanks shall be free from laminations, blisters, open seams, pits, holes, or other defects that may affect their appearance or use. The thickness shall be uniform and the blank commercially flat. Cut panels to size and shape and drill or punch all

holes. Perform shearing, cutting, and punching before preparing the blanks for application of retroreflective material.

Clean, degrease, and chromate the face of metal panels using methods recommended by the retroreflective sheeting manufacturer. Apply the retroreflective sheeting material to the panels. Package sign panels in protective material and transport them in a vertical position.

On all sign panels, apply an anti-graffiti film over the retroreflective sheeting, per the manufacturer instructions.

Mount sign panels with the legend horizontal. Where multiple panels adjoin, limit the gap between adjacent panels to 1/16 inch.

Mounting Hardware shall be anti-theft, unless otherwise directed by the Engineer. Anti-Theft Mounting Hardware shall be Hawkins Traffic Type M2G-C2B-TP, or approved equal; and Contractor shall provide to the County, and at no additional cost to the County, anti-theft tightening keys specifically manufactured for use on all newly installed anti-theft mounting hardware.

Do not field drill holes in any part of the panel. Paint all bolt heads, screw heads, and washers that are exposed to the sign face. Match the color of the paint to the color of the background or message area at the point where the fitting is exposed.

Letters, Numerals, Arrows, Symbols, and Borders

Form letters, numerals, and other units shall provide a continuous stroke width with smooth edges. Sign panel surface shall be flat and free of warps, blisters, wrinkles, burrs, and splinters, and shall conform to one of the following:

(a) Type L 1 (Screen Process):

Letters, numerals, arrows, symbols, and borders on the retroreflective sheeting or opaque background of the sign shall be by direct or reverse screen process. Apply messages and borders shall be of a color darker than the background to the paint or the retroreflective sheeting by direct process. Produce messages and borders of a color lighter than sign background by the reverse screen process.

Use opaque or transparent colors, inks, and paints in the screen process of the type and quality recommended by the retroreflective sheeting manufacturer.

Perform the screening in a manner that results in a uniform color and tone,

with sharply defined edges of legends and borders, and without blemishes on the sign background that will affect intended use.

Air dry or bake the signs after screening according to manufacturer's recommendations to provide a smooth hard finish Any signs with blisters or other blemishes will be rejected.

(b) Type L 3 (Direct Applied Characters):

Cut letters, numerals, symbols, borders, and other features of the sign message from the type and color of the retroreflective sheeting specified, and apply to the sign background's retroreflective sheeting according to the retroreflective sheeting manufacturer's instructions. For the retroreflective sheeting minimum coefficient of retroreflection (RA), conform to ASTM D 4956.

Commercial Material Certification

The Contractor shall provide commercial certification for all new sign panels furnished under item 56-1, "Install New Roadside Signs." A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification,

Material accepted by certification may be sampled and tested at any time. If found to not be in conformance with the contract, the material will be rejected whether in place or not. Any replacement for rejected materials shall be at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Acceptance for sign legends will be evaluated based on visual inspection of the work for compliance with the contract and prevailing industry standards.

56-1. Install New Roadside Signs

New roadside signs shall be mounted onto 2" inside diameter galvanized steel pipes and installed in locations that are visible to motorists at all times, as shown on the Plans and as determined by the Engineer.

Any excess material from post footing excavation shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 5-11, "Disposal of Material outside the Highway Right of Way," of these Special Provisions.

Any damage to the new facilities resulting from the installation of new roadside signs shall be repaired by the Contractor at the Contractor's expense, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

Each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit.

Following is a list of new roadside signs to be installed:

Quantity	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
2	SPEED HUMP	W17-1, 36" x 36"

The Contract unit price paid per each for this item, "Install New Roadside Signs," shall include full compensation for furnishing all labor, materials (including galvanized metal mounting parts and foundation concrete), tools, equipment and incidentals necessary for doing all work involved in installing new roadside signs, including, but not limited to, post footing excavation, disposal of excess material, bracing posts, and placing concrete, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment in the Contract bid price will be made for any increase or decrease in the quantities of this item, "Install New Roadside Signs," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

56-2. Remove and Reset Existing Roadside Signs

Existing roadside signs, as shown on the Plans and as directed by the Engineer, shall be removed, set at temporary locations, if necessary and as directed by the Engineer, and reset at permanent locations, as directed by the Engineer, all in conformance with Sections 82-9, "Existing Roadside Signs Markers", of the Standard Specifications, the Plans and these Special Provisions, and the directions of the Engineer.

The Contractor is advised that "Roadside Sign" shall be defined herein for this Section 56-2, "Remove and Reset Existing Roadside Signs," as the entire sign assembly of the post, sign panel and mounting hardware, unless otherwise specified on the Plans, in these Special Provisions, or as directed by the Engineer.

Existing roadside signs to be removed and reset, as shown on the Plans and as directed by the Engineer, shall be removed at the time of sidewalk demolition. Removed roadside signs shall be set at permanent locations at time of removal whenever possible; otherwise removed roadside signs shall be set and maintained at temporary locations, as directed by the Engineer, at the time of removal, until they are reset at permanent locations, as directed by the Engineer.

New locations of roadside signs shall be as determined in the field by the Engineer.

The Contractor is advised that removal of the existing roadside signs shall be accomplished by removing the entire roadside sign assemblies, including the post. Cutting of the existing post will not be allowed. The existing posts are considered to be in serviceable condition and shall either be reused or salvaged in conformance with these Special Provisions.

Existing roadway, street name, and regulatory traffic signs shall be maintained in a location that is visible to motorists at all times. However, any signs that interfere with construction shall be relocated, as necessary, to accommodate the work.

Any damage to new and existing highway facilities resulting from these operations shall be repaired by the Contractor, all at his expense, and no additional compensation will be allowed therefore.

The Contract unit price paid per each for this item, "Remove and Reset Existing Roadside Signs," shall include, but not be limited to, full compensation for furnishing all labor, material (including replacement posts), tools, equipment and incidentals necessary for doing all work involved to remove and reset roadside signs, including, but not limited to, removing and salvaging, if necessary, existing roadside signs, and resetting of roadside signs, complete in place, as shown on the Plans, as specified in the Standard Specifications and

these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, "Remove and Reset Existing Roadside Signs and Markers," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

END OF SECTION

SECTION 64. PLASTIC PIPE

Plastic pipe shall conform to Section 64, "Plastic Pipe," of the Standard Specification and these Special Provisions. Section 4-1.06, "Differing Site Conditions," of the Standard Specifications shall not apply to this item.

The Contractor shall take care not to damage any existing facilities when placing the pipe and making connections. Any damage to existing facilities as a result of the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor to equal or better condition and to the satisfaction of the Engineer, all at the expense of the Contractor, and no additional compensation will be allowed therefore.

Prior to installation and backfilling of new pipe, the Contractor shall verify the locations of utilities or other obstacles and resolve any grade line conflicts.

Structure excavation necessary to comply with the trench depth requirements of the manufacturer, and as approved by the Engineer, shall be disposed of properly outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

The Contractor will not be permitted to backfill trenches to the top of the adjacent pavement before passing required compaction test, and as directed by the Engineer.

Measurement of pipe shall be made from the inside wall of storm drain structure/manhole to inside of wall of storm drain structure/manhole on the horizontal and along the centerline, and rounded up to the nearest foot of pipe installed.

The Contractor is advised that the pipe sizes indicated are based on the inside diameter of the pipe.

Trench safety and protection involved in the construction/installation of storm drain pipes shall be in accordance to Section 7-5, "Trench Safety," of these Special Provisions.

The Contract unit price paid per linear foot for these items, "12" HDPE Storm Drain Pipe," and "24" HDPE Storm Drain Pipe," shall include full

compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in furnishing and installing HDPE pipes, complete in place, including, but not limited to, sawcutting, excavation and backfill including bedding material, imported backfill and aggregate base temporary pavement, disposing of any surplus or unsuitable earth and pavement material outside of the highway right-of-way, providing any trench plates required, removing existing drainage pipe, disposing of existing drainage pipe outside of the highway right-of-way, connecting to new and existing drainage inlets, and restoring surface and existing improvements including placing a layer of 2" asphalt concrete at the pipe T-trench, including pipe with joints and all required fittings, any dewatering required, compaction, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Full compensation for furnishing of trench structural backfill material including compaction and placement of structural backfill at the pipe T-Trench and furnishing of Asphalt Concrete Type A HMA, 1/2" maximum medium grading material including compaction and placement of asphalt concrete to restore pipe trenches are considered included in the unit bid price for these items, "12" HDPE Storm Drain Pipe," and "24" HDPE Storm Drain Pipe," and no separate compensation will be allowed therefore.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of "12" HDPE Storm Drain Pipe," and "24" HDPE Storm Drain Pipe." The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to these items of work.

64-1. High Density Polyethylene (HDPE) Pipe

HDPE pipe shall be Advanced Drainage Systems (ADS) N-12 WT IB pipe, or approved equal, as follows:

- (1) HDPE pipe shall be dual walled, with corrugated exterior and smooth interior, meeting the requirements of AASHTO M294, Type S, or ASTM F2306.
- (2) HDPE pipe and fittings shall be manufactured from a compound with cell

classification 435400C, as specified in ASTM D3350.

- (3) Joints shall be gasketed bell and spigot meeting the requirements AASHTO M294 or ASTM F2306. Band type compression couplers shall not be allowed.
- (4) Gasket shall meet the requirements of ASTM F477.

The pipe and fittings shall be properly stored and handled in accordance with the manufacturer's recommendations and shall be less than two (2) years old at the time of installation.

The HDPE pipe and fittings shall be homogenous throughout and free from visible cracks, holes, foreign inclusions and other injurious defects. The pipe shall be as uniform as commercially practical in color, capacity, density, and other physical properties, and to the full satisfaction of the Engineer.

Handling/Storage:

- (1) The pipe shall be handled carefully with nylon slings. The pipe can be unloaded/transported with construction equipment rigged with an "extra long fork" attachment.
- (2) All pipe and accessories shall be stored on flat, level ground with no rocks or other objects under the pipe.

64-2. Connection to Drainage Inlet

Connection of HDPE pipe to existing drainage inlets shall be made by cutting an opening in the wall of the existing structure, inserting a length of HDPE pipe into the opening and trimming flush with the interior the manhole wall, filling around the pipe with non-shrink grout, and troweling the inside and outside surfaces of the joint to a neat finish. Said opening shall not be greater than two inches (2") larger than the outside diameter of the pipe. Care shall be exercised in cutting these openings to prevent cracking or breaking of said drainage inlets. Pipe openings broken in a ragged and unworkmanlike manner, as determined by the Engineer, shall be rejected and either repaired or replaced, as directed by the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

The rebars and concrete collar connection detail as shown on Plan Sheet No. 10 shall be used for connecting new pipe to existing reinforced concrete pipe.

All HDPE pipe entering or leaving a manhole shall have a rubber sealing gasket, as supplied by the pipe manufacturer, firmly seated around the pipe exterior and perpendicular to the pipe axis. Said rubber sealing gasket shall be cast near the structure wall center as a water stop.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in connection to drainage inlet, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract unit price paid for, "12" HDPE Storm Drain Pipe," and "24" HDPE Storm Drain Pipe," and no additional compensation will be allowed therefore.

END OF SECTION

**SECTION 84.
TRAFFIC STRIPES AND PAVEMENT MARKINGS**

Traffic Stripes and Pavement Markings shall conform to, and be installed in accordance with, the provisions in Section 84, "Markings," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer.

The types, dimensions and approximate locations of the existing traffic stripes and pavement markings shall be as shown on the Plans and as directed by the Engineer.

The Contractor is advised that, prior to slurry sealing and asphalt concrete paving operations, it will be his responsibility to identify and tie-out all existing traffic stripes and pavement markings to be replaced within the Project limits, and to replace such traffic stripes and pavement markings to the existing locations, unless otherwise directed by the Engineer. The Engineer shall inspect and approve the location and tie-outs for all such traffic stripes and pavement markings.

The Contractor is reminded of the importance of public safety and the need to complete all traffic stripes and pavement markings in a timely manner. Therefore, unless otherwise approved in writing by the Engineer, Contractor shall: (1) commence placement of cat-tracks no later than seven (7) working days after completion of paving operations; and (2) commence placement of permanent traffic stripes and pavement markings within two (2) working days after approval of cat-tracks.

The Engineer shall have five (5) working days to review and accept or reject cat-tracks. The Contractor shall not commence installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks by the Engineer.

Should the Contractor proceed with the installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks, Contractor shall remove all incorrectly installed permanent traffic stripes and pavement markings, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the

Contractor's sole expense, and no additional compensation will be allowed therefore.

Should Contractor failure to adhere to the above schedule for traffic stripes and pavements markings, Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until traffic striping and pavement markings have been completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

The Contractor shall be responsible for ensuring that the final traffic stripes and pavement markings match the layout as existing and proposed traffic stripes and pavement markings, unless otherwise shown on the Plans or directed by the Engineer. Traffic stripes and pavement markings not conforming to existing or approved layout shall be removed and re-applied, all at the Contractor's expense, and no additional compensation will be allowed therefore.

All thermoplastic traffic stripes and pavement markings shall be removed prior to any asphalt concrete paving and slurry sealing operations. Locations where existing traffic stripes and pavement markings have been removed by the Contractor to a depth of 3/8" or more when compared to the adjacent pavement surfaces shall be patched by the Contractor with Type A, 1/4" (No. 4, Maximum) fine graded asphalt concrete. Patching required due to grinding operations shall be solely at the Contractor's expense. Immediately following the grinding operation, the Contractor shall remove the grindings from the roadway by sweeping or other methods approved by the Engineer, and said grindings shall be removed and disposed of outside the highway right-of-way in conformance with Section 5-11, "Disposal of Materials Outside the Highway Right-of-Way", of these Special Provisions.

The Contractor shall indicate, on the road, the traffic stripes and pavement marking layouts, including the Standard Plan detail number (with the beginning and end of each detail marked) and shall receive approval of layout (alignment, location, and detail) from the Engineer, in writing, prior to final placement. Methods used by the Contractor for alignment and layout shall not damage the pavement. Any damage to the pavement caused by the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at

Contractor's sole expense, and no additional compensation will be allowed therefore.

84-1. Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic traffic stripes and pavement markings shall be applied hot in conformance with manufacturer's recommended instructions and Section 84-2.03C, "Application of Stripes and Markings," of the Standard Specifications. Thermoplastic material for traffic stripes shall be applied at a thickness of 0.070 inch; and thermoplastic material for pavement markings shall be applied at a thickness of 0.100 to 0.150 inch. The Contractor shall apply glass beads to the surface of the molten thermoplastic in accordance with Section 84-2.02, "Materials", of the Standard Specifications. State Specifications for glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819, (916) 227-7000.

Thermoplastic traffic stripes and pavement markings material shall be accompanied by a Certificate of Compliance in accordance with the provisions of Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications. Said certificates shall certify that the thermoplastic material complies with the specifications and that materials manufactured to the same formulation and process has previously passed State testing.

Thermoplastic traffic stripes and pavement markings shall be placed as shown on the Plans and as directed by the Engineer. Pavement marking quantities for legends shall be as provided for on the Standard Plans. Other pavement marking quantities (including stop bars and crosswalks) will be measured by the square foot for the actual area covered. Traffic stripes will be measured by the linear foot, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes.

Pavement markings for speed humps with crosswalk shall be placed as shown on Figure 3B-30 of the California MUTCD 2014 edition. Speed reduction markings shall be placed in accordance to Section 3B.22 of the California MUTCD 2014 edition, and Table 1 on Sheet 2 of the Plans for spacing requirements. The dimensions for speed reduction markings shall be 12" in width and 18" extended into the lane.

The Contractor is advised that the following existing traffic stripes and

pavement markings, as shown on the Plans, are to be replaced with thermoplastic traffic stripes and pavement markings:

Traffic Stripes and Pavement Markings

6" Wide White Edgeline (Detail 27B).....	12,000 LF
Double Solid Yellow Centerline (Detail 22).....	6050 LF
Speed Hump Markings.....	48 ft ²
Speed Reduction Markings.....	54 ft ²
White Stop Bar (1' wide).....	39 ft ²
Yellow Ladder Crosswalk.....	2,500 ft ²

Legends (Figure A24C of the Standard Plans)

Qty (8) White "Shared Roadway Bicycle Marking" Legends, 11.5 ft ² each.....	92 ft ²
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Legends (Figure A24D of the Standard Plans)

Qty (3) White "STOP" Legends, 22 ft ² each.....	66 ft ²
Qty (1) White "AHEAD" Legends, 31 ft ² each.....	31 ft ²
Qty (1) Yellow "SLOW" Legends, 23 ft ² each.....	23 ft ²
Qty (1) Yellow "SCHOOL" Legends, 35 ft ² each.....	35 ft ²
Qty (1) Yellow "XING" Legends, 21 ft ² each.....	21 ft ²

The Contractor is advised that the quantities listed above are for estimating purposes only, and the County makes no guarantee as to the actual quantity. The Contractor is further advised to physically verify the quantities in the field.

Payment for the removal of all existing traffic stripes and pavement markings within the area of work shall be considered as included in the Contract lump sum price paid for "Remove Pavement Markers, Traffic Stripes, and Pavement Markings," and no additional compensation will be allowed therefore. Reference is made to Section 15-5, "Remove Pavement Markers, Traffic Stripes and Pavement Markings," of these Special Provisions.

The Contract unit prices paid per square foot for the items, "Thermoplastic Pavement Markings and Legends (White)," and "Thermoplastic Pavement

Markings and Legends (Yellow),” shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing thermoplastic pavement markings and legends, complete in place, including, but not limited to, identifying and tying-out all existing and proposed thermoplastic pavement markings within the Project limits for approval by the Engineer, grinding existing traffic pavement markings, patching areas where required, and applying thermoplastic pavement markings, including establishing alignment of pavement markings and layout work (including cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

The Contract unit prices paid per linear foot for the items, “Thermoplastic Traffic Striping, 6” White,” and “Thermoplastic Traffic Striping, 6” Yellow,” shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing thermoplastic stripes, complete in place, including, but not limited to, identifying and tying-out all existing and proposed thermoplastic traffic stripes within the Project limits for approval by the Engineer, and applying thermoplastic traffic stripes, including establishing alignment of traffic stripes and layout work (including cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 85. PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer. All pavement markers removed shall be replaced in kind, unless otherwise directed, in writing, by the Engineer.

The Contractor is reminded of the importance of public safety and the need to complete all pavement markers in a timely manner. Therefore, unless otherwise approved by the Engineer, Contractor shall: (1) complete cat-tracks within five (5) working days after completion of paving operations; and (2) complete installation of all pavement markers on the ten (10) working day after completion of paving operations.

Should the Contractor proceed with the installation of pavement markers prior to approval of cat-tracks, Contractor shall remove all incorrectly installed pavement markers, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the Contractor's sole expense, and no additional compensation will be allowed therefor.

Retro-reflective pavement markers, as shown on the Plans and as specified in these Special Provisions, shall conform to the provisions of Section 81-3.02C, "Retroreflective Pavement Markers," of the Standard Specifications, and shall be placed in accordance with the Standard Plans, the Project Plans and the directions of the Engineer.

Pavement markers shall not be placed on new asphalt concrete or slurry seal surfacing, until authorized, in writing, by the Engineer.

Pavement markers shall be placed on the lines and to the limits established by the Contractor and approved by the Engineer. Establishment of such lines shall consist of points spaced a maximum of two hundred feet (200') on tangents and fifty feet (50') on curves with placement of additional points as necessary. All other work necessary to establish satisfactory lines for markers, including correction of minor irregularities in the line and marker locations, shall

be performed by the Contractor.

The Contractor is advised that the following quantities for pavement markers are to be installed:

- (1) **Type D (Two-way, Yellow, Retroreflective) Markers** **550**
To be placed in accordance with Details 22 of Caltrans Standard Plan A20A.
- (2) **Blue Reflective, Fire Hydrant Markers** **8**
To be placed in accordance with these Special Provisions.

The Contractor is further advised that the quantities listed above are for estimation purposes only, and the County makes no guarantee as to the actual quantity. The Contractor is further advised to physically verify the quantities in the field.

Blue reflective hydrant markers shall be replaced where removed by the Contractor, as shown on the Plans and as approved by the Engineer. All blue reflective fire hydrant markers removed shall be replaced with new two-way blue reflective markers.

In general, blue reflective markers should be placed six inches (6”) from the centerline stripe, or six inches (6”) from the approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All additional work necessary to establish satisfactory locations for blue fire hydrant markers shall be performed by the Contractor. Reference is made to Figure 3B-102 (CA), “Examples of Fire Hydrant Location Pavement Markers,” of the California Manual on Uniform Traffic Control Devices (2014 Edition).

Rapid Set Type Epoxy Adhesive or hot melt bituminous adhesive shall be used to cement markers to the asphalt concrete surfaces. Bituminous adhesive material shall conform to the following:

<u>Specification</u>	<u>ASTM Designation</u>	<u>Requirement</u>
Flash Point, COC, 8F	D 92	550 Min.
Softening Point, 8F	D 36	200 Min.
Brookfield Thermosel Viscosity (centipoises) No. 27 Spindle, 20 RPM, 4008F	D 4402	3,000-6,000
Penetration, dmm, 100g, 5 seconds, 778F	D 5	10-20
Filler Content, percent by weight (insoluble on 1,1,1 trichloromethane)	D 2371	65-75

Filler material used in bituminous adhesive shall be Type PC, Grade III calcium carbonate conforming to the requirements of ASTM Designation D 1199, and shall conform to the following fineness:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°, nor less than 375°.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using hot melt bituminous adhesive shall conform to the requirements in Section 81-3.03, "Construction," of the Standard Specifications, except as follows:

1. Place pavement markers on asphalt concrete or a new seal coat when the pavement and ambient air temperatures are above 50 degrees F.

The Contractor shall take all necessary precautions to protect newly installed pavement markers from disturbance or damage until the Engineer determines the adhesive has set sufficiently to bear traffic. Newly installed pavement markers that are disturbed or damaged shall be reset by the Contractor, entirely at the Contractor's expense, and no additional compensation will be allowed therefore.

Traffic control during pavement marker placement operations shall conform to the provisions of Section 12, "Maintaining Traffic," of these Special Provisions, and compensation shall be considered as included in the Contract lump sum price paid for "Maintaining Traffic," and no additional compensation will be allowed therefore.

Payment for the removal of all existing pavement markers within the area of work shall be included in the Contract lump sum price paid for “Remove Pavement Markers, Traffic Stripes, and Pavement Markings” and no additional compensation will be allowed therefore. Reference is made to Section 15-5, “Remove Pavement Markers, Traffic Stripes, and Pavement Markings” of these Special Provisions.

The Contract unit price paid per each for the various types of pavement markers installed under the items, “Pavement Markers, Type D, Two-way Yellow Retroreflective)”, and “Pavement Markers, Blue Retroreflective Fire Hydrant Marker”, shall include full compensation for furnishing all labor, materials (including adhesive), tools, equipment and incidentals, and for doing all work involved in furnishing and placing pavement markers, complete in place, including, but not limited to, installing pavement markers, establishing alignments and layout work (including paint for cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment of the Contract bid price will be made for any increase or decrease in quantities for the various types of pavement markers required. The provisions in Section 9-1.06, “Changed Quantity Payment Adjustments,” of the Standard Specifications shall not apply to these items of work.

END OF SECTION

SECTION 86.
SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

86-1. Description

The work described in this section shall be done in accordance with Section 86 of the Standard Specifications, Standard Plans, and these Special Provisions except unless otherwise specified.

Traffic signal work and lighting work shall conform to Division X, "Electrical Work" (Sections 86, "General" and 87, "Electrical Systems," of the Standard Specifications and these Special Provisions.

Due to long lead time on certain contract items as specified in this section, the Contractor shall start ordering items with long lead time after submitting a cost break-down and receiving a written authorization from the Engineer. Reference is made to Section 86-2, "Cost Breakdown," of these Special Provisions.

In case of conflict between any of the contract documents, the document, which takes precedence over and shall be used in lieu of such conflicting portions, shall be as specified in Section 5-1.02, "Contract Components," of the Standard Specifications.

86-2. Cost Breakdown

The Contractor shall furnish to the Engineer a cost break-down in accordance with the provision in Section 5-1.27D, "Cost Accounting Records" of the Standard Specifications and the detailed list of components in these special provisions below.

The cost break-down shall be provided for each pay item in Section 86, "Signals, Lighting and Electrical Systems," of these Special Provisions and be submitted to the Engineer for approval within **15 calendar days** after the contract has been approved. The Contractor shall provide a material and labor cost breakdown for furnishing each traffic equipment that may have a long lead time. The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contract unit price bid for the work. The approved cost break-down may be used to determine partial payments during the

progress of the work and as the basis of calculation adjustment in compensation for the term or items of electrical work due to changes ordered by the Project Engineer.

86-3. Equipment List And Drawings

All product submittals shall be provided to the County, 15 calendar days prior to equipment and material orders.

The Contractor shall submit to the County, for approval, all applicable submittals including, but not limited to, name of manufacturer, manufacturer's catalog cut sheets, schematic wiring diagrams, material descriptions, and any other material relevant to the components included in these Special Provisions. These submittals shall be approved by the Engineer, prior to any equipment deliveries to the County. Any equipment that is delivered to the County and rejected by the County shall be removed and replaced at the Contractor's expense.

86-4. Maintaining Existing Electrical Systems

Maintaining existing electrical systems shall conform to the provisions of Section 87-21.03B, "Maintaining Existing Electrical Systems," of the Standard Specifications. Existing traffic signal systems shall be kept in effective operation for the benefit of the traveling public during the progress of the work, except when shut down is permitted. The traffic signal shutdowns shall be limited to the hours of 9:00 a.m. to 3:30 p.m. and shall be permitted only during the switch over from existing to new controller operation, unless prior approval is obtained from the Engineer.

Temporary standards with signal equipment may be required during modification of existing signal systems. The Contractor shall provide temporary equipment if the Engineer deems necessary. A temporary traffic signal set up will be required at the intersection of S. Park Plaza Drive and 87th Street. The contract unit price paid per each shall include a temporary traffic signal, vehicle heads, and pedestrian signals as shown on the plans.

The Contractor shall seek approval for any operational shutdown of the existing signal system no less than 72 hours prior to the shutdown. If approved,

the Contractor shall notify the Engineer 72 hours prior to any operational shutdown of the existing signal system.

Any existing equipment or devices to remain damaged by the Contractor's operations shall be replaced with new ones at the sole expense of the Contractor, and no additional compensation will be allowed therefore. These equipment or devices shall include but not limited to signal cabinet, controller, PPB's, Accessible Pedestrian Signal (APS), loops, wiring, Signal Interconnect Cable (SIC), Battery Backup System (BBS), Accessible Pedestrian Signal (APS), signs, etc.

If temporary changes in striping is required to facilitate the work, the contractor shall be responsible for implementing the temporary striping including restoration to original striping at no cost to the County.

The contractor shall be responsible for cleaning up and restoring the rock sump on any pull boxes (existing or new) that has been adjusted or replaced as part of the project. The contractor shall take extra care to ensure that no debris enter any conduit during construction.

Full compensation for performing the work in these specifications shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

86-5. Scheduling Of Work

The turn-on shall be the first order of work for that day and all facets of the traffic signal installation shall be functional.

Present at the time of the turn-on shall be a representative from the Electrical Contractor, Controller/cabinet Manufacturer (when applicable), Public Works – Maintenance Services Staff. The Contractor shall assume the responsibility of contacting and coordinating all the stake holders as mentioned above.

In the event that the Contractor is unable to respond to a problem that develops during the functional test, or for any reason is unable to correct the problem in a timely fashion, as determined by County staff, the County staff may have its own maintenance personnel work on the problem. Any such work performed by the County shall not invalidate the guarantee provided for in these

Specifications and shall be at the Contractor's expense.

All vehicular and pedestrian signal indications including APS systems shall remain covered with burlap or approved equal during installation of new traffic signals. Those covers shall only be taken off on the day of turn-on. If the turn-on is not successful, all indications described above shall be covered again with burlap or approved equal and remain covered till the successful turn-on of the new traffic signal.

86-6. Standards, Steel Pedestals and Posts

Foundations shall be per Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals" of the Standard Specifications except as modified herein. Schedule 40 PVC or Schedule 80 PVC (as shown on the plans) with bell bushings shall be used in all cabinet and pole foundations (See detail ES-3C in the 2018 Caltrans Standard Plans for additional information). A 5/8-inch, 10-foot ground rod shall be installed in the controller cabinet foundation including service cabinet foundation.

The cabinet foundation shall have a 36"x20"x6" recessed area for all conductors. Edges/corners of the foundation shall use chamfer strip.

Forms exposed portions of the foundation to present a neat appearance and shall be true to line and grade. The top of the posts foundation and standards shall be finished to curb or sidewalk grade except special foundations or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position and to proper height. Anchor bolts shall be installed a maximum of 1:40 from vertical and shall be held in place by rigid top and bottom templates. The bottom template shall be made of steel and shall be at least 1/2 inch thick. The bottom template shall provide proper spacing and alignment of anchor bolts near the embedded bottom end and shall be installed before placing footing concrete.

The mortar shall be no thicker than thickness of the highest leveling nut/nuts leveling plus or minus 1/2 inch. The highest leveling nut shall be set to grade.

Traffic signal poles shall be set back from face of curb no less than 30 inches to face of standard or pole, and the base plate installed parallel to the flow

(direction) of traffic unless otherwise specified by the Engineer or shown on the Plans. All poles shall be leveled using a level. All signal poles and signal standards shall be galvanized.

All holes drilled for wire entry (i.e. pedestrian and vehicle terminal compartments, and APS/pedestrian push button) shall be filed to remove all sharp edges.

Any incorrectly drilled or otherwise damaged poles must be repaired by a certified welder to the manufacture's specifications at the expense of the contractor.

Signal mast arms shall not have a negative angle. If so, the contractor shall contact the manufacturer and correct the negative angle issue.

Signal standard shall be Type 1-B or Type 15 TS as shown on the project plans.

Measurement and Payment

The Contractor shall bid a unit price per each for "Furnish and Install Type 15 TS Pole" and "Furnish and Install Type 1-B Pole" which includes furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, but not limited to, excavation, minor concrete repair, installing anchor bolts, rebar cages, pouring foundations, signal and ped head mounting hardware, foundation, vehicle signal heads, pedestrian signal heads, accessible pedestrian signals, and relocated signs as specified by Caltrans Specifications.

86-7. Not Used

86-8. Conduit

Conduit shall be per Section 86-1.02B, "Conduit and Accessories" of the Standard Specifications except as modified herein. Conduit shall be installed by directional drilling or jacking and boring methods unless otherwise noted. The work shall include trench backfill and restoration per details on the plans. Furthermore, regardless of which method is chosen, the Contractor shall pothole as needed to locate existing utilities. The payment for this work shall be done as incidental to the overall project cost and no additional payment shall be made therefore. The Contractor shall assume all risk associated with chosen method of installation and shall fully locate and verify utilities prior to conduit installation. No

additional compensation shall be allowed due to delays or changes in installation method.

Conduit runs shall have no more than 180° of bends, unless authorized by the Engineer, and shall enter the pull box vertically at 90°. When trenching is allowed for conduit installation, the top of the installed conduit shall be a minimum of 24 inches below finished grade in the street section. Where the asphalt concrete (AC) portion of the roadway cross section is greater than 24 inches in depth, the finished height of the conduit shall be 2 inches below the AC section. The trench shall be back filled with 2 inches of commercial grade sand with the remainder being 2 percent red oxide concrete, 5 sack concrete.

Conduit installed in non-paved areas shall be covered with conductive plastic underground warning tape 6 inches above the conduit.

Schedule 40 Polyvinyl Chloride (PVC) and Schedule 80 High Density Polyethylene (HDPE) shall be used throughout the project as shown on the plans.

All conduits shall be 3 inches minimum or otherwise as shown on the plans or specified in these standard specifications. The contractor at his sole expense may use larger conduit subject to approval by the Engineer. Where larger conduit is used, it shall be for the entire length of the run. No reducing couplings shall be permitted underground.

The ends of conduits in pull boxes shall have Bell Bushings and be a minimum of 2 inches above the surface of the rock, and between 8 and 10 inches below the top of the pull box.

Loop stub outs shall be two-inch PVC with bell bushings on each end.

For all new signal and modified traffic signal (where new cabinet and controller will be installed) project, 3 to 4 inches conduit shall be installed between the controller cabinet base to the adjacent home run pull boxes. Out of three conduits, one conduit shall be exclusively dedicated to run signal interconnect cable only through a separate interconnect pull box. Splicing shall not be allowed in any of the home run pull boxes. The contractor shall install additional 2-inch conduits to run service conductors from controller cabinet to the service cabinet; and from home run pull box to the service cabinet.

Measurement and Payment:

The contract unit price paid per linear foot for “Furnish and Install 3” PVC Conduit” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, determining and installing conduit transitions, placing pull rope and ground wires, backfilling and surface restoration; all in accordance with the Contract Documents and no additional compensation will be allowed therefor.

86-9. Pull Boxes

86-9.1. Materials

Pull boxes shall be per Section 86-1.02C, “Pull Boxes” of the Standard Specifications except as modified herein. All pull boxes shall be of the Quazite “PG” style construction, or approved equal, and shall be gray in color except otherwise specified. Pull box lids shall have a non-skid surface. At locations other than adjacent to the controller cabinet, and at advance loop locations, number 6 (17- by 30-inch) pull boxes shall be used throughout the project unless otherwise specified on the plans. All home run pull boxes adjacent to the cabinet shall be quazite flared wall style (17- by 30-inch) or approved equal with no hold down bolts. No splicing shall be allowed in these pull boxes. Pull boxes near advance loops shall be number 5 (13- by 24-inch) Quazite “PG” style or approved equal. No bolt down lids shall be used.

Pull boxes shall be set square to face of the curb and shall be leveled with the existing grade.

86-9.2. Cover Marking

Marking shall be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover. All pull boxes containing street lighting, interconnect, or service exclusively, shall be supplied with pull box lids that accurately reflect their contents. All pull box lids shall be tier 8 and shall have the words “Traffic Signal,” “Street Lighting,” “Interconnect,” or “Service” on the lid, and shall not be of the bolt-down type. Lids shall be protected or reversed during the course of construction. All lids damaged or scuffed from construction shall be immediately rejected and shall be replaced by the Contractor at no cost to the County.

86-9.3. Installation and Use

Installation and use of pull boxes shall be per Section 87-1.03C, "Installation of Pull Boxes" of the Standard Specifications except as modified herein. Pull boxes in non-paved or asphalt areas shall be constructed with a minimum 4-inch-deep by 12-inch-wide concrete apron. The concrete apron shall be wrapped around with one #4 rebar.

On all runs, the spacing of pull boxes shall not exceed 200 feet measured along the conduit or as shown on the plans. If required, the contractor shall install additional pull boxes to facilitate the work. On those runs exclusively for "interconnect," the spacing of pulling points or pull boxes shall not exceed 300 feet, unless otherwise directed by the Engineer. No drain hole or grout shall be placed in the sump area.

A minimum of 6 inches of 3/4 inch drain rock shall be placed under each pull box. All pull boxes shall be inspected and approved prior to pulling any conductors.

All pull boxes shall have a rodent prevention screen made up of 1/4 inch galvanized wire mesh to be installed over the leveling drain rock sump. The wire mesh shall extend minimum 6 inches on all sides around the pull box.

86-9.4 Measurement and Payment

The Contractor shall bid a unit price per each "Furnish and Install No. 6 Pull Box" and "Furnish and Install No. 5 Pull Box." Compensation shall include all labor, materials, tools, equipment and incidentals, all excavations, bedding, backfill, and concrete removal and replacement (curb, gutter, sidewalk), and for doing all work involved in installing #5 and #6 Pull Boxes, complete in place, as shown on the Plans, as specified in these Special Provisions, and no additional compensation will be allowed therefor.

86-10. Not Used

86-11. Wiring

86-11.1. Installation

Conductor and cable installations shall be per Section 87-1.03F, "Conductor and Cable Installations" of the Standard Specifications except as modified herein. Conductors shall be permanently identified as to function.

Identification shall be placed on each conductor, or each group of conductors comprising a signal phase in each pull box and near the end of terminated conductors.

Identification labels shall be embossed and shall be direct labeling method. Labels shall be fastened to the conductors in such manner that they will not move along the conductors. Labeling shall be performed by mechanical methods. Labeling are required for loops, signal conductors, SIC and any other conductors within cabinet and pull box.

Only poly-based lubricants shall be used. Conductors shall not be pulled into conduits until the pull boxes have been set to grade and 3/4 inch aggregate installed.

Conductors shall not be pulled into conduits unless a representative from County's Traffic Signal Section is present to observe the operation. The end of all unused conductors and cables shall be sealed.

All conductors and cables shall be pulled through the conduits with the same wire pull. Slipping of conductors shall not be allowed. Only mule tape shall be used to pull conductors. Each conduit shall be left with a mule tape.

Separate pull boxes shall be installed to accommodate splicing of loop wires including termination or as shown on the plans.

AWG #10, AWG #12 and AWG #14 conductors shall be solid with 45 mils thickness. AWG #8 conductor shall have 7 strand with 45 mils thickness and AWG #2 conductor shall be stranded with 60 mils thickness.

The signal conductors shall be organized in a bundle to allow for easy identification for wires and cables.

All conductors require bundling inside the cabinet shall be bundled and terminated neatly. Nylon wire tie wraps spacing shall be at 18 inches O/C.

Slack for each conductor shall be as shown in the following table:

Conductor Slack Requirements

Location	Slack (feet)
Signal Standard	1
Lighting Standard	1
Signal and lighting Standard	1

Pull Box	6
Splice	3

86-11.2. Splicing

Splicing shall be per Section 87-1.03H, "Conductor and Cable Splices" of the Standard Specifications except as modified herein. Conductors shall not be spliced in the home run pull box/boxes adjacent to the controller but shall be continued to terminals in the cabinet.

All conductors, including neutrals, shall be spliced by methods shown on State Standard Plan ES 13A. Splices shall be soldered using 60-40 rosin core solder only. Splices shall be insulated by Method "B" as described on State Standard Plan ES-13A.

Separate neutrals shall be used from terminal block to pull boxes for all vehicle, pedestrian and push button assemblies. Separate neutrals shall be used for all mast arm signal heads. No jumpers shall be allowed. All splices and terminals shall be soldered.

86-11.3 Measurement and Payment

The Contractor shall bid a unit price per linear foot for "Furnish and Install Traffic Signal Conductors." The Includes furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, but not limited to, furnishing signal conductors, installing in existing or new conduit, pulling out any existing conduit as required, and making all connections to signal heads, push buttons, safety lights, and the cabinet as specified on the plans.

86-12. Bonding or Grounding

Bonding or grounding shall be per Section 86-1.02F(2)(c)(ii), "Bonding Jumpers and Equipment Grounding Conductors" of the Standard Specifications except as modified herein. The grounding jumper at each pole shall run continuous to the adjacent pull box attached to the bond wire using Copper C Tap, or equivalent, compression connector and shall be soldered with 60 40 rosin core solder. All grounding wire shall be No. 8 bare stranded copper wire.

86-13. Service

Service shall conform to the provisions in Sections 86-1.02P, 87-1.03L, and 87-1.03P of the Standard Specifications and these Special Provisions. Each service shall be suitable for the short circuit current available at its supply terminal.

If service equipment cabinet design deviates in any way from the details shown on the Contract Plans, details of such deviation shall be submitted to the Engineer for review before fabrication of the contract cabinets. If deemed necessary by the Engineer, one complete prototype cabinet shall be delivered to the Engineer for review at least 30 days before fabrication of the contract fixtures. The prototype cabinet will be returned to the Contractor and if permitted by the Engineer, the cabinet may be installed in the work.

The Contractor shall furnish and install Type III AF single meter service equipment. Cabinets (See Standard Plan ES-2C and ES-2D) conforming to these Special Provisions shall be constructed with anodized aluminum and per the Caltrans Specifications Sections 86-1.02Q, 86-1.02P, and 87-1.03Q. A 40 amp, 120 volt, metered circuit shall be furnished to the controller cabinet for traffic signal operation. The Contractor shall confirm and provide all service requirements with Pacific Gas and Electric Company, and the County of San Mateo. Note: 120/240 volt service houses a 4 jaw meter socket, 120/208 volt service houses a 5 jaw meter socket.

Service Cabinet Fabrication:

- Maximum width 12", Maximum height 63" with a minimum of 60" maximum depth 9". Minimum opening to control section 8.25" x 39.25".
- Cabinet shall be fabricated with anodized aluminum.
- Internal part shall be fabricated for 14-gauge cold steel.
- Cabinet shall be welded construction with welding materials specifically designed for material used.
- All fasteners, hinges, latches, and hardware shall be of stainless steel and hinges shall be continuous piano style.
- There shall be no exposed nuts, bolts, screws, rivets, or other fasteners on the exterior.
- Cabinet shall have enclosed swept pull section with removable step.

- Cabinet shall have fully framed ride hinged outer door with swaged close tolerance sides for flush fit with top drip lip and closed cell neoprene flange compressed gaskets.
- Cabinet door shall have 2,000 LB stress rated stainless hasp, welded to cabinet door.
- Base mounting detail shall be identical to existing cabinets for emergency Dead-front Safety Door.
- Distribution and control panel shall have separate hinged dead-front panels with 1/4 turn latch and knotted knobs.
- Breaker compartment shall be safety barriered from the control compartment.
- Dead front shall be hinged on the same side as the front door and shall open a minimum of 120 degrees.
- Removable back-pan shall be mounted on 4 welded 1/4" studs.
- The cabinet shall have a type II lock.

Power Distribution Panel:

- Main breakers shall be available as 1 pole, 2 pole, 3 pole, or 4 pole.
- Provide separate metered main, lighting main and disconnects as required.
- All circuit breakers shall be installed in a vertical position, handle up for "On," handle down for "Off".
- Circuit breaker shall be industrial grade, Westinghouse Quicklag C or equal to match existing.
- There shall be no plug-in circuit breakers.
- All bushing shall be UL approved copper THHN cable bussing, fully rated 125 Amps.

Control Compartment:

- There shall be a minimum 25" from base to circuit breakers.
- All components shall match existing components in use for maintenance of spare parts and known reliability.
- Contactors shall be Westinghouse Class A202 or other to match existing.
- The cabinet shall be wired to include a spare contactor for street lighting (See the wiring diagram detail).
- The cabinet shall be completely pre-wired in the factory.
- Wiring will be to NEMA IIB standards showing external connections and

external equipment.

- All control wiring shall be 19 strand #14 AWG THHN.
- All control wires shall be permanently labeled with matching engraved clip-sleeve nylon markers.
- All terminals shall be permanently labeled.

Nameplates and Drawings:

- The function of all circuit breakers, switches and other components as required shall be identified by laminated engraved plastic nameplates with minimum 1/4 " letters fastened with minimum of two 1/4", #4-40 machine screws.
- Wiring schematics shall be Computer Aided Drafted and include all external equipment and connections per NEMA IIB.
- As built factory drawings shall be enclosed in clear plastic and held inside the outer door by weld hooks.

Certification:

- Manufacturers will be required to furnish independent laboratory certification of material preparation and finish and to confirm that the overall product meets these specifications. If this agency wishes to witness this testing, all costs to be paid by the Contractor.

Photoelectric Control:

- Photoelectric control shall be NEMA Type V, three-prong, twist-lock, and housed inside the service cabinet. Photoelectric control shall have an instant on/delay (5 second) off incorporated as per State Standards, to prevent cycling if struck by vehicle headlights. The photoelectric cell shall be solid-state unit and the photocell sensitivity shall be in compliance with PG&E LS rate requirements. Photocell socket must be made of metal and not plastic. The service cabinet shall be install such that the photoelectric control faces north.
- A secondary photoelectric control system shall be wired from the mast arm street light to the service cabinet. After testing the secondary, the wire will be disconnected, coiled, and secured in the service cabinet until needed at a future date. The mast arm PEU shall have a north orientation. The photoelectric unit shall be a multi-voltage, instant on/ delay (5 sec) off, and

three-prong twist-locking type unit. The photocells sensitivity shall be in compliance with PG&E LS rate requirements.

Measurement and Payment:

The Contractor shall bid a unit price per each “Furnish and Install Type II Service Enclosure” and “Furnish and Install Type III Service Enclosure.” Compensation shall include all labor, materials, tools and equipment, and incidentals for all the work involved in attaching the Type II service pedestal to the traffic signal controller cabinet, connecting to the PG&E service pedestal, and powering up the existing cabinet as shown on the Plans, as specified in these Special Provisions, and no additional compensation will be allowed therefor.

The Battery Backup System (BBS) shall comply with the following specifications:

86-13.1. Enclosure Specifications

The enclosure shall be of aluminum construction weatherproof and shall house BBS and batteries. Enclosure shall be TIG welded construction with welding materials specifically designed for the material to be welded. Enclosure shall have fully framed side hinged outer doors with swaged close tolerance sides for flush fit with drip lip and closed cell neoprene flange compressed gaskets. Front door shall incorporate a full-length piano hinge, Type II keyed lock, pad-lockable draw latch (center area on door-latch side), and a pad lockable welded-in place vandal-proof tab, rated at 2,000 pounds. There shall be no exposed nut, bolts, screws, rivets or other fasteners on the exterior of the enclosure. Maximum cabinet dimensions 46 inches high by 20 inches wide by 10.25 inches deep. Weight 300 pounds with batteries. BBS shall be mounted in an interior tilt out housing with 800-pound rated stops. Battery connectors shall be Anderson Connectors or approved equivalent with silver plated contacts. Batteries shall be installed in fixed position framed shelves for seismic safety and be readily accessible for maintenance. Batteries shall be mounted allowing airflow front and back. Enclosure can include two transfer bypass switches, one for BBS bypass the second for auxiliary generator (optional). All switches must be panel mounted on interior dead front panel board. UV resistant plastic laminated nameplates shall identify all controls and major components. A plastic

covered wiring diagram will be attached to the inside of the front door. All components shall be factory wired and conform to required NEMA, NEC, and UL standards. A chassis ground point shall be provided. Panel shall be UL 508 Industrial Control Panel rated. Shall be a County approved model prior to bid. Must meet the following specifications:

86-13.2. BBS Panel Minimum Features:

- Typical run time is 6 to 12 hours full operation, based on the actual load.
- BBS bypass and BBS isolation switch.
- Deadfront safety panel board with all switches and plugs pre-wired with phenolic nameplates.
- All nameplates shall be phenolic engraved type.
- All wire terminating lugs shall be full wrap around type.
- All batteries shall be captive spaced from external captive sides in earthquake proof shelving.
- Cabinet ventilation shall be by (quantity two) 4 inch by ¼ inch louvers top and bottom with encapsulated bug screens, cleanable filters and a 100 cfm fan to completely exchange air 25 time minimum per minute.
- All DC terminals and connections shall incorporate safety covers such that the safety covers are in place for every normal maintenance mode.
- Event Counters and Total Run Time Counter.

86-13.3. BBS Unit Minimum Specifications

BBS unit shall provide a true sine-wave output with minimum 2,000 Volt-Amp continuous capacity. BBS must provide for utility service isolation when in operation. The minimum rating for wattage output will be 1,200 watts. The BBS shall be capable of running an intersection with LED lights (for Run Time consult manufacturer). The unit shall operate off-line, with transfer time of 2 to 4 ms or less, with battery condition indicator, with automatic test provisions, and with hot-swappable batteries (all batteries in system). BBS will automatically recharge batteries from full discharge to 90 percent capacity within 8 hours. BBS will provide on-line operation for a minimum input of 90 to 150 VAC, provide full load output of 120 VAC – 10 percent/+4 percent at 60 Hz +/- 0.05 percent over a

temperature range of -37°C (-34.6°F) (optional adder) to +74°C (165.2°F) and conform to and be based on a UL Approved Design.

For safety and maintenance, the inverter shall not exceed 40 pounds. The BBS unit will be delivered with maintenance manuals.

86-13.4. BBS Unit Minimum Features

- 2 KVA 1,200 Watts, with quick make/break connectors and plugs. (Systems requiring hard wiring termination to/from the inverter are unacceptable).
- Surge energy – Per IEEE 62.41 (formerly IEEE 587)
- Common mode clamping 0 ns < 5 ns typical UL 1449
- Conditioned power – Computer quality
- Transient lighting protection – Per IEEE 62.41 (formerly IEEE 587)
- Transfer to battery time – 2-4 ms
- Retransfer to utility – 2-4 ms
- Each battery shall be 24 volts at 18 AH with heavy duty Anderson plugs connections to the BBS for greater system reliability and ease of maintenance. Series wiring is unacceptable.
- Fan cooling shall be fused for locked rotor current.
- Cooling air shall be ducted to cool the front and back of each battery with air space on all four sides and top of battery.
- Inverter covers shall be 60 percent open on both sides to diminish the environmental effects of extreme temperatures.
- Includes USB and RS232, DB9 Computer Interface Ports.
- Low voltage safety design at 24 V DC. (Higher voltage DC systems are unacceptable).

86-13.5. BBS Communications Module

- All inverter connections shall be made without the use of tools. This includes: A/C-Input, A/C- Output, Normally-Open, and Normally-Closed programmable contacts.
- Smart Slot Relay I/O Module; Input #1 Turn the BBS on.
- Input #2 Turn the BBS off.
- Input #3 Start the BBS self-test.

•Input #4	Shut down the BBS (when on battery).
•Output #1	The BBS is on-battery (during a power failure, self-test or run time calibration).
•Output #2	BBS has a low battery – Programmable.
•Output #3	The protected load is not receiving power from the BBS.
•Output #4	Replace the BBS batteries.
•Output #5	The BBS is overloaded.
•Output #6	Any BBS fault or self-test failure.

86-13.6. Batteries

Batteries shall be per Section 86-1.02Z, “Batteries” of the Standard Specifications except as modified herein. Batteries shall be maintenance-free, type AGM/VRLA (Absorbed Glass Mat/Valve Regulated Lead Acid). Batteries shall be independently pre-wired and individually fused. Batteries shall be furnished with heavy-duty 50 amp rated silver-plated Anderson Connectors. 100 Amp internal fuse by Battery supplier. Batteries shall be lightweight for personnel safety and protection plus ease of installation and maintenance. Batteries with a weight of over 26 pounds are not acceptable. A minimum of six batteries shall be furnished by the contractor.

86-13.7. Enclosure Temperature Compensation

Operating temperature shall be a minimum 37°C (34.6°F) to +74°C (165.2°F).

86-13.8. Power System Analyzer and Conflict Resolution Module

The inverter incorporates an integrated power system analyzer and conflict resolution system. The analyzer will evaluate and make limited adjustments to the incoming utility power and will automatically transfer load to the battery back-up power if utility power is lost. When utility power becomes

available, the BBS will analyze the power to verify stability and return to normal operation. The system provides automatic BBS failure detection and automatically isolates the failed BBS and locks the unit on to utility power. Once the failure has been corrected, the system will return to normal operation.

86-13.9. Triple Bypass System for Offline BBS

- Power Analyzer with Conflict Monitor Isolation and Transfer Module.
- PCM – Power Conflict Monitor. The PCM is a totally redundant failsafe system. It monitors load bus power available continuously. If load bus power fails for 5 ms the PCM will transfer and isolate the BBS and guarantee that commercial power will be locked on.
- Timer – Redundant 5 ms delay and hard transfer to utility power.
- The outboard Transfer Switch shall not interrupt the normal controller function. Transfer time shall be 2 ms.
- Onboard I/O module will execute lockout of battery backup system upon detection of any inverter BBS fault. If BBS resets itself, it will automatically be available for backup.
- ON Inverter to timed relay for Full Time control of Output, 0 to 10 hours.

86-13.10. Battery Charger

Shall charge from shut off discharge to 90 percent fully charged in less than 8 hours. The battery charger shall utilize Advanced Battery Management to extend battery life.

86-13.11. Advanced Battery Management

Protection at the cellular level means longer battery life – Improved reliability results from a precision battery charging system, and automatic true-load battery tests. Redundant overcharge protection contributes to longer battery life. Under Voltage Boost and Overvoltage Buck regulates under and over voltages without switching to battery.

Battery Replacement Warning prevents downtime – The Inverter is capable of performing a self- test every two weeks. This ensures that you will be alerted to degrading batteries before they wear out. Through software, or the

push of a button, self-tests may be performed at any time. Faster Recharge Time – The inverter battery charging systems are microprocessor controlled to precisely charge batteries in less time than legacy BBS systems. This makes the system available more quickly for subsequent power disturbance.

86-13.12. Hot-Swappable Battery Replacement

The 60 second, user friendly, hot-swappable battery replacement system – Saves the time and expense of returning the BBS to the factory for battery service and allows safe and easy replacement of batteries while your system is up and running. Replacement battery packs ship in a reusable box for convenient return of exhausted batteries to a recycling center.

86-13.13. Additional Requirements

- Manual transfer switch with BBS bypass and generator plug
- Automatic transfer switch (ATS) and generator plug
- 30 amp or 50 amp external reverse service generator plug
- Keyed lock (Core or #2 Corbin)
- 3-pt latch
- Web SMNP/Ethernet (IP addressable communication)
- On Battery external indicating light
- Combination metering, distribution, BBS combination cabinets available

86-13.14. Warranty

Manufacturers shall provide a 2 year factory-replacement parts warranty on the BBS. Batteries shall be warranted for full replacement for 2 years. The warranty shall be included in the total bid price of the BBS.

86-14. Testing

Prior to field installation of the traffic signal cabinet and controller, the Contractor shall deliver (F.O.B.) the Model 2070L controller, fully wired Type “P” TS2-Type 1 cabinet or approved equivalent including all auxiliary control equipment required for the controller and cabinet assembly to be operational as specified in these Special Provisions to the County of San Mateo for the designated 21-day operational testing period.

The Contractor shall be responsible for transport of the equipment to Bear Electrical for testing prior to installation. The Contractor shall coordinate with Brent Paulson at 408-707-0395.

All shipping cartons and cabinets shall be externally labeled with the name of the final installation location.

The manufacturer of the controller and cabinet system shall certify to the Engineer that the controller hardware and software has been thoroughly bench and operationally tested and that as a controller system, all components are operating in conformance with these Special Provisions.

County staff will test the controller and cabinet equipment for continuous satisfactory operation (without failure) for 21 consecutive calendar days. Delivery of controller equipment for testing shall occur a minimum of 30 calendar days prior to being picked up by the contractor for installation. If equipment is rejected, the contractor shall allow additional 30 days for retesting.

When the controller cabinet has been satisfactorily shop tested, a representative from Public Works (PW) Maintenance Department will notify the Contractor that the cabinet is available for pick up. The Contractor shall provide equipment and personnel, as necessary, to safely load the controller cabinet.

County staff will develop signal timing data sheet and the Contractor will program the controller and also install the controller at the project location.

The contractor shall bear the full cost all shipping, handling, and related transportation costs associated with testing and retesting (if applicable).

86-15. Documentation

Two manuals shall be supplied for all equipment and components of the system. Documentation shall be supplied explaining the operation of all system features. Additionally, the contractor shall provide one laminated copy (17 by 11 inch) of signal plan to County staff.

86-16. Painting

The exterior of the controller cabinet shall be powder coated (minimum two coats) Bel Tel Green.

The interior of the controller Cabinet, combined service and BBS cabinet

shall be powder coated gloss appliance white.

The factory powder coat finish for the controller cabinet, combined service and BBS cabinet shall be applied as described below:

- A. Acid etch degreasing bath
- B. Clean water rinse
- C. Iron Phosphate adhesion bath
- D. Clean water rinse
- E. Non-chromate acidulated seal batch
- F. Thermal Set Process
- G. Convey parts through drying oven for then minutes at 300 to 400° Fahrenheit
- H. Apply polyester or epoxy based dry powder coating at 75 to 90 KV
- I. Convey parts through drying oven for thermal setting for 20 minutes at 400° Fahrenheit

86-17 (86 1.02Q(3)). Controller Assemblies

86-17.1 General

Work under this section shall include the installation of 2070LX traffic signal controllers or approved equivalent as indicated on the project plans (TS Sheet(s)).

86-17.2 Technical and Functional Requirements

Model 2070LX Controller shall be used for this project.

The Contractor shall supply the McCain Model 2070LX Controller with the following modules from the County's existing purchase contract #1793.

- 2070-1B CPU with 10-Mb Ethernet
- 2070-2B Field I/O Card
- 2070-8 NEMA Adaptor
- 2070-3B High Resolution Display Panel Assembly (8 Line x 40 Char) backlit panel with dual keypad.
- 2070-4B Power Supply, 3-Ampere Output
- 2070-6B Modem Card
- 2070-2A Card

- McCain's Latest OMNI Intersection Control Software
- Linux Operating System
- McCain Input File Test Card
- Any and all auxiliary equipment necessary to operate both intersections and railroad preempt as shown on the plans.
- The entire controller assembly shall be warranted to be free from defects from workmanship and material for one year from the date of shipment by the manufacturer. Any parts found to be defective within the warranty period shall be replaced free of charge by the contractor.

86-17.3 Traffic Signal Controller Software

The Contractor shall bench test with the specified controller cabinet and install the latest version of McCain's OMNI program in McCain Model 2070LX controllers to be compatible and completely functional with County's ATMS.NOW central traffic signal controller communication software prior to delivering controller to the County for testing. The most current version of McCain OMNI, at the time of project advertising, shall be fully configured in the Model 2070LX controller.

The Contractor shall provide licenses, which include the basic support and integration for use of this software, if necessary.

86-17.4 Telemetry

The external telemetry to and from the controller shall be via the communications module on the controller. An adapter cable shall be constructed and provided as necessary to interface the controller's communications module to the cabinet's telemetry interface.

86-17.5 Measurement and Payment

Measurement and payment for traffic signal controllers will be made at the contract unit price paid per each for "Furnish and Install Model 2070 Traffic Signal Controller". Compensation shall include all labor, materials, tools, equipment, and incidentals for doing all work involved in installing the traffic

signal controller in the proposed cabinet, testing, and signal activation as shown on the Plans, as specified in these Special Provisions, and no additional compensation will be allowed therefor.

86-18. (86-1.02Q(3)) Controller Cabinet

86-18.1 General

Work under this section shall include the installation of Type 332 traffic signal cabinets or approved equivalents as shown on the plans.

86-18.2 Technical and Functional Requirements

86-18.2.1 Cabinet Assembly

The contractor shall furnish a bench tested Cabinet assembly Type 332 cabinet delivered with all required peripherals capable of operating a sixteen – vehicle phase, eight – pedestrian phase and 4 overlap phase intersection as shown on the plans, and shall include the following:

- The cabinet shall be capable to house a McCain model 2070LX controller assembly, operating latest Omni local intersection software.
- Detailed shop drawings of the cabinets showing dimensions, equipment placement layout, auxiliary panel placement and dimensions, and labeling shall be submitted upon request for review and approval prior to manufacture.
- The cabinet shall be designed for 16 channel operation.
- Load switches 1-8 shall be for vehicle phases 1-8.
- Load switches 9-12 shall be for overlap phases A, B, C, and D.
- Load switches 13-16 shall be for pedestrian phases 2, 4, 6, and 8.
- All load switch sockets shall be configured in a manner as described above without rewiring the back side of the load-bay.
- BIU load switch drivers 1-16 shall be wired to appropriate load switch sockets via a terminal block located on the front side of the load-bay as to allow checking voltage inputs to the load switch sockets without dropping the load-bay
- The cabinet shall have 0.125-inch-thick (minimum) Aluminum enclosure with minimum exterior dimensions: 55 inches high by 44.5 inches wide by 26 inches deep.

- The cabinet shall have powder coating finish free from scratches and weld flash. The welds shall be neatly formed, smooth and continuous.
- The top of the cabinet shall incorporate a 5- to 10-degree crown or slope from front to rear to prevent rain from accumulation.
- A rain resistant air flow exhaust channel shall be present along the entire width of the cabinet body, located above the door. The cabinet exhaust channel shall include a screen, and lack any slots or cavities, which would allow flying insects to build nests.
- Prior to delivery, the surface of the cabinet shall be cleaned to remove oil film, weld black, mill ink marks and leave the surface clean, bright, smooth, and non- sticky to the touch.
- The cabinet shall be designed for mounting on a concrete foundation using contractor furnished anchor bolts. The height of the foundation shall be 18 inches from finished grade for a standard Type 332 cabinet and or as shown on the plans.
- The cabinet foundation shall fit Type 332 Cabinet dimensions of 30.3" x 24.3" with a 21" x 15" recessed area for conductors. All edges/corners of the foundation shall use $\frac{3}{4}$ -inch chamfer strip.
- The cabinet door shall be equipped with a 3 – point latching mechanism to firmly secure the door at the top, bottom and center of the cabinet with stainless steel handle, and Corbin #2 lock or approved equivalent. Two keys shall be supplied.
- The cabinet door shall be hinged on the right side of the cabinet as viewed facing the cabinet door opening. The door hinge shall be a one-piece continuous stainless piano hinge, with a stainless-steel pin, running the entire length of the door.
- The cabinet shall include an auxiliary switch panel mounted to the interior side of the police compartment on the cabinet door. The panel shall be secured to the police compartment by two screws and shall be hinged at the bottom to allow access to the soldered side of the switches with the use of only a Philips screwdriver. Both sides of the panel shall be silk-screened. Silk-screening on the back side of the switch panel shall be upside down so that

when the panel is opened for maintenance, the silk-screening will be right side up. All of the switches shall be protected by a hinged see-through Plexiglas cover. At a minimum, the following switches shall be included: Controller ON/OFF Switch, Signals ON/OFF Switch, Stop Time Switch, Manual Advance Switch, 8 -Vehicular Phases Test Switches, 4 – Pedestrian Phases Test Switches, 4 – Preemption Test Switches and Auto/Off/Flash Switch with protective covers or shields.

- A hinge police compartment door shall be provided on the outside face of the cabinet door to permit access to a switch panel. There shall be no exposed electrical terminals accessible from the police compartment. The size of the police compartment and door shall be as needed to accommodate the required switches, plugs, and/or jacks and to provide storage of the coiled, handheld manual push button switch cable.
- The police compartment door shall be provided with a treasury type police lock or exact equivalent. Two keys shall be supplied.
- The police compartment door shall close against a weatherproof and dust-tight, closed-cell neoprene gasket seal. The gaskets shall be attached to the cabinet door with a permanent adhesive bond.
- The police door must contain a metal rear cover on the inside of the cabinet to protect the switches and connections.
- The police panel shall include 2¼-inch RCA phone plug clearly labeled as #1 and #2. #1 shall be “Stop Time” and wired to the stop timer for all pre-programmed standard ring structures #2 shall be a manual advance. The cabinet shall also include a stop timer switch fully insulated ergonomic push button with 6-foot coil extension.
- The cabinet shall be equipped with two individually temperature-controlled fans. The lighting fixture installed in cabinet shall use the Type B door actuated “On- Off” switch and shall use two LED lights bars: one shall be installed between the two fans and the other shall be installed underneath the document drawer; and shall not hinder the operation of the drawer.
- The cabinet shall contain a pleated paper filter, to filter the incoming air. The filter shall be non-corrosive, vermin and insect proof, removable, and

replaceable shall be secured to the louvered air entrance on the cabinet assembly door.

- The cabinet shall be provided with a thermostat to control the operation of the ventilation fan. The removable cabinet light, thermostat and fan panel is to be located on the top of the cabinet plenum. The thermostat shall be adjustable between 27°C (80.6°F) to 66°C (150.8°F).
- The cabinet shall be equipped with two adjustable equipment shelves
- The top shelf shall be dedicated for detector racks.
- The bottom shelf shall be dedicated for the controller assembly, power supply unit and a 32 Channel CMU with CMU Display Unit.
- The cabinet shall be equipped with a 2216-24 cabinet power supply, DC power/communication assembly, and an AC power assembly with 50A line filter, 20A equipment circuit breaker, and 50A signal circuit breaker.
- The cabinet shall be equipped with one duplex non-GFI power receptacle mounted on top left inside corner of the cabinet, and one duplex GFI power receptacle mounted on lower right side of the power supply panel immediately below the circuit breakers.
- The cabinet shall be equipped with pull-out document drawer.
- The cabinet shall be equipped with one 16 – Position load bay, with terminal block silkscreen on both sides of all panels.
- The cabinet shall be equipped with two racks. Each rack with eight slots – two channel detectors (for a total of 32 channel detectors), one-inch single slot detector card, and two optical detector units. Each detector channel shall include an associated 3-position toggle switch for “Normal/Momentary/ON” operation installed on the detector lead-in cable (DLC) input panel.
- The cabinet shall be equipped with a single 32-channel detector panel with integrated test switches for each channel.
- The cabinet shall be equipped with two NEMA TS2 power supply, rated a 5A output.
- The cabinet shall be equipped with one 32 Channel Conflict Monitor Unit (CMU) with Ethernet and RS 232 or approved equal. The CMU shall be capable for monitoring up to 32 traffic signal indications (channels) for conflict,

improper sequencing, incorrect timing, and improper voltage levels. The CMU shall be fully compliant with McCain 2070LX Controller and Type 332 Cabinet.

- Traffic signal controller shall have the ability to activate a response to the advance preempt, simultaneous preempt, advance pedestrian preempt, gate down input, and provide an output regarding the traffic signal health.
- The cabinet shall be equipped with six TS2 Bus Interface units (BIU), with RS-232 diagnostic ports and socket mounted IC's for ease of repair.
- The cabinet shall be equipped with 16 Model 200 load switches, dual indicating (I/O).
- The cabinet shall be equipped with one Model 204 flasher, dual circuit.
- The cabinet shall be equipped with six Model 430 flash transfer relays.
- The cabinet shall be equipped with 16 EDI Oracle 2E (dual channel) loop detector amplifiers or approved equal, 1-inch single slot per detector.
- The cabinet shall be equipped with eight load bay jumpers.
- The cabinet shall be equipped with one McCain 2070-8 interface adaptor, with front-mounted RS-232 data ports, SDLC interface to the Model 2070LX and TS2 power supply connection to the CU.
- The cabinet shall be equipped with a single RS-232 data communications serial cable from Controller Unit (CU) 2070-7A, two Opticom phase discriminator cards and the MMU event log data devices to allow data transfer into the Model 2070LX CU.
- The cabinet shall be equipped with Type full size 66B4-25 telephone termination block (25 pair).
- All CU, BIUs and CMU cables shall be sufficient length to allow the movement of the CU and the CMU.
- The traffic signal controller assembly shall be equipped with relays in the cabinet to monitor and activate a response within the traffic signal controller for the advance preempt, simultaneous preempt, advance pedestrian preempt, gate down input, and traffic signal health output.

- All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices shall not be accepted.
- All connecting cables and wire runs shall be secured by mechanical clamps or nylon wire tie wraps. Stick on type clamps shall not be accepted.
- The Cabinet/Controller Unit (CU) and Opticom phase discriminator cards (minimum two) shall be Contractor furnished.
- The cabinet shall have a test panel mounted on inside of the door with momentary buttons.
- The test panel shall be equipped with LED lighting bars.
- The stop time toggle switch shall have three-way positions, auto, off and on. On shall be the momentary position.
- The cabinet shall have a feature so that CMU or CU can be replaced without the signal reverting to flash operation only when the door is open.
- The Cabinet foundation shall include all required anchor bolts and PVC conduit(s), as shown on plans, from cabinet to home run pull boxes.
- The cabinet shall be assembled and tested by the manufacturer or by the authorized representative to ensure proper component integration and operation.
- The exterior of the cabinet shall be powder coated (minimum two coats) Bel Tel Green
- The interior of the cabinet shall be powder coated gloss appliance white.
- The cabinet supplier or their authorized representative shall be available within 48 hours' notice to assist in locating and correcting any operational problems with the cabinets during County's test operation and providing turn-on technical support assistance.
- The entire cabinet assembly shall be warranted to be free from defects from workmanship and material for one year from the date of shipment by the manufacturer.
- Any parts found to be defective within the warranty period shall be replaced free of charge by the contractor.

Measurement and Payment

The Contractor shall bid a unit price per each for "Furnish and Install Type 332L Cabinet and Foundation with Battery Backup System." Compensation shall include all labor, materials, tools, equipment and incidentals and for doing all work involved in supplying the controller cabinet with racks, load bays, plug ins, attached battery backup system cabinet, inverters, batteries, cables and all other ancillary equipment for a fully functioning cabinet assembly and battery backup system; installation of new controller cabinet assemblies; traffic signal start up and testing; complete in place, removal of existing Type 336 cabinet and foundation, removal of existing Type II service enclosure, as shown in the Plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

86-19. Vehicle Signal Faces/Heads and Fittings

Until ready for use, signal faces shall be securely covered so that no signal indications are visible. A flash hole no larger than 1 inch in diameter may be placed in front of each lens. Traffic signal heads shall be of polycarbonate construction with matte black. Pedestrian signal housing shall be of aluminum construction with matte black. Mounting hardware shall be as per State Standard Plan (ES 4A), unless otherwise indicated on the Project Plans.

Terminal compartments, Mast Arm Side (MAS) mount, curved washers, and slip fitters shall be bronze. Traffic signal frameworks, heads, framework, pedestrian housings, clamshell, and pedestrian button housing shall be factory powder coated matte black per these special provisions and all shall be furnished and installed by the contractor.

"Knock Out" type seals are not acceptable for sealing unused pipe thread connections to terminal compartments, or top/bottom of signal heads. Connections shall be sealed with threaded fittings with a rubber gasket, or by the use of an "ornamental cap" designed for such purpose.

The Contractor shall exercise care at the time the signal heads are installed to ensure that the gaskets provided for the mounting of the heads are installed on the outside of the housing to provide a watertight seal. Gaskets shall not be placed on the inside of the housing.

All back plates shall be louvered with 5 inch border and shall be aluminum, unless otherwise indicated on the Project Plans. All back plates shall

be powder coated flat black or matte black. Signal head backplates shall have 3” wide yellow Type XI retroreflective tape.

Signal visors shall be aluminum (12 inches in diameter by 12 inches in depth), shall be tunnel type and shall be powder coated flat black or matte black.

Signal heads and framework, as a unit, shall be installed by the Contractor at the job site. Extreme care shall be taken by the Contractor’s workers during the installation of the signals, frame works, and heads. Any scarred marks or cosmetic damage to the equipment caused from tools or installation processes shall be cause for rejection and shall be replaced at the expense of the Contractor.

86-19.1 Light Emitting Diode Signal Module Specifications

86-19.1.1 Purpose

LED countdown pedestrian signal face modules shall be per Section 86-1.02S(3)(c), “LED Countdown Pedestrian Signal Face Modules” of the Standard Specifications except as modified herein. The purpose of this specification is to provide the minimum performance requirements for 12 inch circular (ball and arrow), “walking person,” “upraised hand” icons and 16 by 18 inch countdown pedestrian signal modules. This specification refers to definitions and practices described in “Vehicle Traffic Control Signal Heads (VTCSH): Light Emitting Diode (LED) Circular Signal Supplement,” “Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement” and “Pedestrian Traffic Control Signal Indicators” (PTCSI): Light Emitting Diode (LED) Signal Modules, as published by The Institute of Transportation Engineers. They may be purchased online from www.ite.org. The contractor shall furnish and install all LED modules as shown on the plans.

86-19.1.2 General

- Referenced vehicle type LED modules shall fit in all standard, incandescent vehicle traffic signal housings.
- Circular ball LED signal modules shall contain no more than 18 LEDs.
- The modules may be used for the replacement of the reflector, socket, gasket, and lens assembly of existing warranty expired LED vehicle signal indication or may be used for new installations.

- Each module shall consist of smooth lens with the same appearance and color as incandescent lenses.
- Each module shall consist of LED circuit board inclusive of all the LEDs and required circuit components.
- Each module shall have a rigid housing for protection in shipping, handling and installation.
- Each module shall have a one-piece neoprene gasket.
- The power supply shall be integral to the LED module and shall be one piece.
- 36 inch 16 18 AWG wire shall have leads with quick connect insulated terminals and also be provided with quick connect to fork terminal adapters.
- Lens type for green, yellow and red vehicular indications (ball and arrow) shall be tinted.

LED modules covered by this specification include the following types and all modules shall be "Dialight Hi-Flux LED" type or approved equal.

- 12-inch Circular Red
- 12-inch Circular Yellow
- 12-inch Circular Green
- 12-inch Circular Red Arrow
- 12-inch Circular Yellow Arrow
- 12-inch Circular Green Arrow
- 16-inch by 18-inch Countdown Pedestrian Modules, walking person, upraised hand

Contractor shall provide exact catalog number for each module provided.

86-19.1.3 Identification and Labeling

Each individual LED signal module shall be identified for Warranty purposes and clearly marked with:

- Manufacturer's name
- Date of manufacture
- Nominal operating voltage
- Unit serial number
- Operating voltage
- Power consumption in Watts. No indication may exceed 20 watts
- Manufactured in Conformance with the latest ITE LED Circular Signal

Supplement

- Manufactured in Conformance with the latest ITE LED Vehicle Arrow Traffic Signal Supplement
- Manufactured in Conformance with the latest ITE LED Pedestrian Traffic Signal Modules

86-19.1.4 Certification and Testing Standards

- All 12-inch circular LED Signal Indications shall fully and completely comply with all sections of the latest ITE VTCSH LED Circular Supplement specifications
- All 12-inch Arrow LED Signal Indications shall fully and completely comply with all sections of the latest ITE VTCSH LED Vehicle NTOW Traffic Signal Supplement
- All 16-inch by 18-inch Countdown Pedestrian Signal Modules shall fully and completely comply with all sections of the latest ITE PTSCI LED Pedestrian Traffic Signal Module Specifications. Modules shall be fully compliant with CAMUTCD 2003 Section 4E.07 and be fully preemption compatible. The modules shall include a 6-inch visor. The modules shall countdown the flashing “Don’t Walk” prior to clearance interval and shall fit into existing 16-inch traffic signal housing built to PTSCI standards without modification to the housing. They shall require no special wiring or electronic modules to operate.
- All indications shall be tested to be in full compliance to all sections of the ITE VTCSH and PTSCI standards without exceptions and reports for each module shall be provided by the third party tester. Test report must list the LED manufacturer’s model number and the model number must match the bid model number.

86-19.1.5 Optical Visibility

All LED Arrow modules shall be OMNI-DIRECTIONAL. That is, an LED traffic signal module that provides the same luminous intensity signal to the driver regardless of the orientation of the arrow icon or placement of the circular indication.

86-19.1.6 Warranty

- All LED traffic signal modules supplied shall be warranted for 5 years against manufacturing defects.

- Failures due to acts of God, abuse, and accidents are excluded from warranty coverage.
- Vendors expressly warrant that all modules furnished shall be new and shall be free from defects in material or workmanship.
- Vendor shall replace or correct defects if any modules not conforming to the foregoing warranty promptly, without expense to the County, when notified of such non-conformity by the County.
- In the event of failure of Vendor to correct defects in or replace non-conforming modules promptly, County, after reasonable notice to the Vendor, may take such corrections or replace such modules and charge Vendor for the cost incurred by the County in doing so.
- For each defective module returned, one new module shall be returned to the County. Vendor shall pay shipping for both ways for modules found to be defective and under warranty.
- Warranty shall commence from date of receipt of the modules by the County.

86-20 Programmed Visibility Vehicle Signal Faces

Programmed visibility signal face and its installation shall comply with Section 86 1.02R(4)(a)(ii), and the following requirements:

- Power to signal heads shall be automatically removed when rear door is opened.
- Have a nominal 12 inch-diameter circular or arrow indication.
- Comply with ITE publication ST 017B for color and arrow configuration.
- Shall have a cap visor.
- Shall be mountable with ordinary tools and capable of servicing without tools.
- Shall have an adjustable connection that provides incremental tilting from 0 to 10 degrees above or below the horizontal while maintaining a common vertical axis through couplers and mountings.
- Visibility of each programmed visibility signal face shall be capable of adjustment or programming, within the face. When programmed, each signal face's indication must be visible only in those areas or lenses to be controlled except that during dusk and darkness a faint glow to each side is allowed.
- A signal technician qualified to program the programmed visibility signal heads

shall be present when signal heads installed, adjusted and are placed in operation.

- Programmed visibility signal heads shall be programmed as recommended by the manufacturer and provide the visibility as shown on the plans.

86-21 Vehicle Detectors

Vehicle detectors shall be per Section 87-1.03V, "Detectors" of the Standard Specifications except as modified herein. Vehicle detectors shall comply with the following requirements:

- A minimum of one sensor unit shall be provided for each traffic phase shown on the plans. In addition, separate sensor unit lead-in cable shall be provided for each advance loop, exclusive right-turn lane, and call loop set.
- Loop wire shall be Type 2 with THWN insulation (IMSA 51 5 or equivalent). Lead-in cable shall be Type C, 16 AWG stranded (IMSA 50 2 or equivalent).
- All front-line loops shall be Type "D" loop detector and the remaining loops shall be "Type E loop detector Configuration," per Caltrans Standard Plan ES 5B. All front line loops shall be placed 1 foot behind stop bar/limit line. Additional loops behind the stop bar loop shall be spaced at 16 feet center to center, unless otherwise specified on the plans or specifications.
- All advance loops shall be Type "E."
- Bike loop shall be placed 1 foot behind stop bar/limit line.
- Detector handholes shall be Type A.
- All circular loops shall be saw-cut. The sides of the slot shall be vertical with a maximum width of $\frac{5}{8}$ inch.
- All loop saw cuts shall be filled with Crafcoc or approved equivalent hot applied modified asphalt sealant for pavement cracks and joints. Excess loop filler shall not exceed 1.5 inches on each side of saw cut.
- All loop sealant when installed in the final lift of the asphalt, the sealant shall be placed in a neat bead like a manner, not to exceed 1/16 of an inch above the new asphalt. Special care shall be taken not to spill over the edge of the loop saw cut.
- Curb terminations shall be per Type A Curb Termination Detail, ES 5D of the State Standard Plans.

- Splicing of loop wires/DLCs shall not be allowed in pull boxes that contain traffic signal conductors. Separate pull boxes shall be installed for loop wires/DLCs.
- Insulation resistance of the loops shall be measured prior to sealing. Final resistance to ground shall be greater than 500 Megohms.

Measurement and Payment

The contract unit price paid per each for “Furnish and Install Type A Loop Detectors” and “Furnish and Install Type D Loop Detectors” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for doing all work involved in installing loop detectors including wires, conduits, and splicings to lead in cables, detector lead in cable in proposed conduit, connecting to existing pull boxes, detector handholes, excavating for detector handholes, any splicing required between detector lead in cable and loops as specified in these Special Provisions, and no additional compensation will be allowed therefor.

86-22 Pedestrian Push Button Assemblies

Pedestrian push button assemblies shall be per Section 86 1.02U, “Push Button Assemblies” of the Standard Specifications except as modified herein.

Pedestrian push button assemblies shall comply with the following requirements:

- Push button shall be toucheless “Polara iDetect Accessible Pedestrian Signal (APS)” or approved equal.
- Shall meet or exceed all ADA and latest CAMUTCD accessibility guidelines.
- Shall have 2-inch (minimum) activator button.
- Shall be furnished and installed by the contractor with all required fixtures and accessories to operate in momentary or latching mode.
- Operating temperature range: -34°C to +74°C (-30°F to +165°F)
- Operating force of less than 2.5 pounds and a minimum release force of 3 pounds.
- Telescoping, tamper-proof design.
- Stainless steel plunger and components.
- Dustproof, water resistant switch tested to 10 million cycles.
- Shall require no additional wiring to each button (only two wires).
- Powder coated black finish on switch housing unless otherwise specified by the

Engineer.

9" x 15" touchless Pedestrian Push Button Frame Assembly: The following requirements shall apply:

- House pedestrian push button cap and switch and most brands of pedestrian push buttons.
- House a standard 9-inch by 15-inch pedestrian push button sign as shown on the plans.
- Manufactured of die cast aluminum.
- Provide with Philips head mounting screws.
- Powder coated black
- Fits traffic signal poles and pedestrian push button posts with diameter of 2½ inch or greater.

86-23 2-Wire-Accessible Pedestrian Signal (APS System)

Pedestrian signals and pedestrian detectors (pushbuttons) shall conform to the accessible pedestrian signal (APS) requirements of these Technical Specifications and shall be installed as shown on the plans. All APS and push buttons shall be furnished and installed by the Contractor. For all new signal project, signal modification project, curb ramp enhancement project, and any project involving replacement of existing pedestrian push button shall use APS system only. All APS and push buttons shall be Polara brand or approved equal.

86-23.1 System Description

The touchless Accessible Pedestrian Signal System shall consist of all electronic control equipment, mounting hardware, push buttons and signs, which are designed to provide both a push button with a raised vibrating tactile arrow on the button, along with a variety of audible sounds for different pedestrian signal functions.

Substantiating documentation for meeting ISO, NEMA, IEC, and FCC requirements must be supplied from an outside Testing Services Laboratory.

86-23.1.1 General Description

- A. The System shall consist of a Central Control Unit (CCU) and Pedestrian Push Button Stations (PBS), as described below, and an iOS device with the iOS client application or Windows PC with BLE dongle and Windows client

- application, for programming the system settings.
- B. The System shall be manufactured by an ISO 9001:2008 (minimum) registered company.
 - C. The System shall meet the requirements of Made in America and/or The Buy American Act.

86-23.1.2 Design Compliance

- A. The System shall meet the functionality requirements of CAMUTCD (latest edition).
- B. The System shall meet NEMA TS 2 Section 2.1 Temperature and Humidity requirements, or TS4 equivalent.
- C. The System shall meet NEMA TS 2 Section 2.1 Transient Voltage Protection requirements, or TS4 equivalent.
- D. The System shall meet NEMA TS 2 Section 2.1 Mechanical Shock and Vibration requirements, or TS4 equivalent.
- E. The System shall meet IEC 61000 4 4, IEC 61000 4 5 Transient Suppression requirements.
- F. The System shall meet FCC Title 47, Part 15, Class A Electronic Noise requirements.
- G. The Push Button Station (PBS) Enclosure shall meet NEMA 250 – Type 4X requirements.
- H. The Central Control Unit (CCU) Enclosure shall meet NEMA 250 – Type 1 requirements.

86-23.1.3 Functional Requirements

- A. The System shall support at least 16 PBSs per intersection (on at least one channel) controlled by a single base unit located in the traffic control cabinet.
- B. The System shall be able to be set to vibrate a tactile arrow button during the WALK interval following a button push and/or every time the walk comes up.
- C. The System shall have the field-selectable function known as “LOCATE TONE.” This means that during the FLASHING DON’T WALK and the DON’T WALK intervals, the system shall provide a locating tone that emanates from the Pedestrian Push Button Station. The system shall provide at least three different sounds to choose from.
- D. The System shall have the field selectable function known as “Extended Push

- Activation.” This is defined as the audible WALK message shall only be activated and audible during the WALK interval if the button is depressed for a field selectable minimum period of time (from 0.5 to 6 seconds). Also, for the following walk and clearance intervals, the volumes have a separately settable minimum and maximum volume level.
- E. The System shall have the field selectable function known as “Informational Message.” This means that a custom message giving the location of the street to cross and the intersection (or other information) will be vocalized only when the button is depressed for a minimum field selectable time.
 - F. The System shall provide a “Wait” message that plays once the button is activated until the Walk cycle goes into effect. This message must have the field selectable option of OFF or repeating every 4, 6, 8, or 10 seconds.
 - G. The System shall have standard “Travel Direction” options that may be selected at the time of installation.
 - H. The System shall have at least 10 field selectable WALK sound options including a cuckoo, a chirp, an MUTCD rapid tick or custom voice message.
 - I. The System shall provide at least seven Ped-clearance sound choices including audible countdown (field selectable). The audible countdown shall represent the time remaining during the pedestrian Clearance interval. Timing is automatically adjusted to the CLEARANCE INTERVAL timing, provided by the traffic controller.
 - J. The System shall provide two language capabilities, selectable by user (as a field selectable feature).
 - K. The System shall provide an Emergency preemption message in conjunction with a preemption system (selectable feature).
 - L. The system LOCATE TONE, WALK, and DON’T WALK audible features shall have independent assignable minimum and maximum volume limits. CLEARANCE volume level shall be controlled by WALK volume setting.
 - M. All sounds for all PBSs shall be synchronized.
 - N. The system shall have a non-visible, ambient sensing microphone located in the pedestrian station in an environmentally protected housing.
 - O. The LOCATE TONE volume shall adjust automatically in response to ambient noise with field selectable adjustment levels from -30 dB below to +20 dB

- above ambient in 2.5 dB increments.
- P. All other sounds volumes shall adjust automatically in response to ambient noise with field selectable adjustment levels from -30 dB below to +20 dB above ambient in 5 dB increments.
 - Q. The system shall utilize high quality digital audio technology, with a minimum 16 bit sample at a 48 kHz sample rate.
 - R. The PBS firmware and voice messages shall be updatable via Bluetooth. There shall be no requirement for the IC chips or module hardware to be removed or exchanged in order to complete a firmware or audio update.
 - S. The System shall have the option to mute sounds on all crosswalks except activated crosswalk (selectable feature).
 - T. The System shall have a real time clock capable of keeping time when there is no system power, for at least 2 years from the date of manufacture.
 - U. The System shall have the ability to have four separate program configurations with all features available, and any single configuration can be selected through an external input.
 - V. The System shall provide a user settable calendar function, allowing four separate configuration profiles to be configured to become active at different times of the day on a daily, weekly, or holiday basis.
 - W. The entire System shall be configurable from any PBS over Bluetooth.
 - X. The entire System shall be configurable from the CCU over Wi Fi or Ethernet.
 - Y. All field access to selectable options using a Bluetooth, Wi Fi or Ethernet devices shall be protected using password security.

86-23.1.4 Central Control Unit (CCU)

- A. The CCU S shall be installed inside the Traffic Cabinet and powered by the AC supply mains (115 VAC).
- B. The CCU will provide data for the push buttons.
- C. The CCU shall be either a shelf mount (CCU S) or rack mount (CCU C) assembly
- D. The CCU C shall be installed inside the 300 series Traffic Cabinet's Input File, replacing two PED isolator boards and receiving power from the rack (24 VDC).
- E. The CCU S shall provide internal power to operate up to 16 PBSs.

- F. A 24-volt power brick shall power up to 16 PBSs in a CCU C configuration.
- G. The CCU shall control at least 16 PBSs.
- H. The CCU shall be logically configurable to assign any PBS to one of 16 traffic phases.
- I. The CCU S shall receive pedestrian phase Walk, Don't Walk and Clearance inputs from either the traffic cabinet load switches or an SDLC input.
- J. The CCU C shall receive pedestrian phase Walk, Don't Walk and Clearance inputs from a Transport Electrical Equipment Specification (TEES) C4S connector.
- K. The CCU shall be able to self-test all PBSs and put a corresponding phase into recall should a PBS assigned to a phase fail the self-test.
- L. The CCU S shall provide optically isolated general purpose inputs.
- M. The CCU S shall be used with a 4 cable interface harness assembly.
- N. The CCU shall have internal storage to log several hundred events with a date-time stamp for each event.
- O. The CCU shall have an internal real-time clock capable of being set in the field and propagating the time to each connected PBS.
- P. The CCU firmware shall be updatable via either Wi Fi or Ethernet. There shall be no requirement for the IC chips or module hardware to be removed or exchanged in order to complete the firmware update.
- Q. The CCU shall monitor PED interval conflicts and signal affected PBSs to an off state when a conflict occurs.
- R. The CCU S shall meet NEMA 250 – Type 1 enclosures requirements.
- S. The CCU shall have a backlit LCD screen and button interface to allow placing test calls and display status.

86-23.1.5 Pedestrian Push Button Station (PBS)

- A. The PBS shall be mounted to a pole by banding or bolting.
- B. The PBS will allow the pedestrian to place calls to the traffic controller and provides vibro-tactile feedback during the Walk cycle.
- C. This equipment shall be typically mounted on a pole, near the start of the crossing.
- D. The PBS shall be a single fixture that contains a 2 inch activation area, in which resides an ADA compliant vibro-tactile push button with a raised

- directional tactile arrow, and a sign mounted above the button.
- E. The PBS Speaker shall be 8 Ohms, 6 Watt, and weather-proof.
 - F. The button shall be cast aluminum, nickel-plated and powder coated black around the arrow, to provide high contrast to arrow color. The PBS arrow shall allow for change in orientation to one of four directions.
 - G. The PBS Arrow Button Actuation shall use Hall Effect Sensor technology rated to greater than 20 million operations.
 - H. The PBS Arrow Button Push Force shall have three adjustable pressure settings between approximately 1 and 3 pounds to activate a button push.
 - I. The PBS Arrow Button shall pulse and vibrate at approximately 20 Hz with displacement factor based on pounds of force used to actuate.
 - J. The PBS shall have a rear facing speaker projecting sound from front and back, providing 360° omnidirectional sound performance.
 - K. The PBS shall include internal Conflict Monitoring that monitors WALK, and DON'T WALK input signals for conflict conditions; disables system operation and logs errors if conflict occurs.
 - L. The PBS firmware and voice messages shall be updatable via Bluetooth. There shall be no requirement for the hardware to be changed out to update.
 - M. The system shall operate with the vendor's client application to record and upload cumulative ped count and call data.
 - N. The PBS shall meet or exceed NEMA 250 Type 4X enclosure requirements.
 - O. The PBS Construction shall be:
 - 1. FRAME: Cast Aluminum, Powder Coated Black.
 - 2. HOUSING: Reinforced, UL listed Thermoplastic.
 - 3. MESSAGE SIGN: Aluminum, Powder Coated, Ink Markings, or Reflective Vinyl Sheeting
 - 4. PUSH BUTTON: Aluminum, Powder Coated.
 - P. Electronic circuits (printed circuit board assemblies) shall be in a water-tight housing/enclosure or encapsulated with a thermoplastic polyamide having a UL94 V0 flammability rating and allowing light and RF transmissions (i.e. over-molded), for environmental protection. The housing/closure or encapsulation shall be capable of providing NEMA 250 4X protection to all covered components.

- Q. The PBS Message Marking at the time of order may specify the Message Sign Markings to be the International Walking Person or the Informational Explanations for the three distinct pedestrian displays (WALK, DON'T WALK, and PED CLEAR) that a pedestrian would see on an active pedestrian signal.
- R. Push button station frame shall be capable of holding a 5 inch by 7¾ inch or larger pedestrian sign or as shown on the project plans.
- S. The clearance between center of the installed push button and finished grade shall be 40 inches or as shown on the project plans.

86-23.1.6 Field Programming via Client Application (Apple iOS v8.0 or higher devices or a PC with Windows 7, 8, or 10)

- A. The iOS and PC applications shall be upgradable.
- B. The iOS and PC applications shall notify the user when a newer version of the client application is available.
- C. The iOS and PC applications shall notify the user when newer PBS and CCU firmware is available.
- D. The iOS and PC applications shall provide the mechanism to download the latest PBS and CCU firmware.
- E. The iOS and PC applications shall be capable of setting all volumes and features of the APS system specific to the PBSs.
- F. The iOS and PC applications shall be capable of setting/updating configuration options for a single PBS or all PBSs on the intersection for most functions from a single PBS or CCU. (Global updating).
- G. The iOS and PC applications shall be capable of storing, modifying, loading, and emailing PBS configuration settings.

86-23.1.7 Warranty

Each piece of APS equipment shall have a full 3 years warranty from the date of delivery to the County. This includes all associated fixtures. The Contractor shall be responsible for replacement or repair of any defective part of the APS for the entire period of the warranty.

86-24 Lighting

Lighting shall be per section 86-1.02K, "Luminaires" of the Standard Specifications except as modified herein.

86-24.1.1 Light Emitting Diode (LED) Streetlight Luminaires at Traffic Signals

These specifications applied to supply and install complete functional new LED luminaire lighting fixtures (cobra head style) with cut-off optics mounted on traffic signal poles and shall be installed to provide lighting on streets only.

86-24.1.2 LED Equipment at Traffic Signals (Safety Lighting)

- The new LED luminaire lighting fixtures shall be completely new (no refurbish) including flat lens and all required accessories to be fully functional.
- Shall consist of a heat sink with no fans, pumps, or liquids and shall be resistant to debris buildup that does not degrade heat dissipation performance.
- Shall provide option for field installable house side light control.
- Driver shall be mounted internally, shall be replaceable and shall be accessible without tools.
- All screws shall be stainless steel. Captive screws or use of latches are needed on any compartments that require maintenance after installation.
- No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty)
- Spectrum shall have no Ultra Violet (UV).
- Turn on time shall be <0.1 second.
- Total Harmonic Distortion (THD) shall be less than 10 percent.
- The lamps shall be rated to last 100,000 hours.
- The Kelvin color temperature for full spectrum lighting shall be between the ranges of 3,200 and 5,600 K.
- The color rendering index shall be minimum 70.
- The lumens per watt shall be minimum 90 or as approved by the Engineer.
- The power supply shall operate between 40 degrees F and 165 degrees F.
- The voltage shall be 100 V/277 VAC.
- The lamp wattage shall be 100 W or as shown on the plans.
- Power factor shall be minimum 0.90.
- Power supply shall have a Class A sound rating per ANSI Standard C63.4. Assembly or compartment shall be rated a minimum of IP54.
- Output operating frequency shall be greater than or equal to 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.

- Transient protection shall be per IEEE C.62.41 2 2002, Class A operation. The line transient shall consist of seven strikes of a 100 KHZ ring wave, minimum 10 kV level, for both common mode and differential mode.
- The power draw of the luminaire (including PE or remote-control devices) shall not exceed 2.50 watts when in the off state.
- Power supplies shall meet FCC 47 CFR Part 15/18 (consumer Emission Limits).
- Power supply shall have a Class A sound rating per ANSI Standard C63.4.
- LED module(s)/array(s) shall deliver at least 70 percent of initial lumens. When installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.
- Lighting distribution shall be Type II or Type III in accordance with IESNA Lighting Distributions or as approved by the Engineer.
- Each luminaire shall have a Bar Code identifying its catalog number, wattage and current settings of 700 mA, 525 mA, or 350 mA. Bar Code is required to be attached on the inside of housing door and must be easily visible once door is opened.
- Photocell shall be specifically designed for use with LED luminaires. 120 to 277 V, fail on energy saver turn-on, ANSI category C surge protection.
- All safety lightings shall be fused in the pull box using a Copper Bussman fuse holder with rubber boots and 10 amp fuses.
- Warranty
- Each piece of induction lighting equipment shall have a full 10 year warranty. This includes all associated fixtures. The Contractor shall be responsible for replacement or repair of any defective part of the induction lighting fixture for the entire period of the warranty.

86-24.1.3 Installation

- All streetlight poles, mast arms, pole foundations, conduits, pull lines, wiring, induction luminaries, and pull boxes shall be subject to inspection by the County.
- All streetlight poles, mast arms, pole foundations, conduits, pull lines, wiring, induction luminaries, and pull boxes shall be furnished and installed by the contractor.

- The contractor shall install streetlights and underground service to the PG&E service point and terminate conduit and wiring in pull boxes as shown on the project plans.
- All streetlight fixtures shall have a Type IV photoelectric control (minimum rated life of 12 years) mounted on top of each luminaire, the top of each pole or as specified by the Engineer.
- A certificate of compliance shall be required for all material prior to delivery at the project site.
- All streetlight poles shall be galvanized.
- All street lighting/safety lighting wiring shall Type THW AWG #8 copper wire.
- All streetlight standards shall have a No. 3.5 pull box adjacent to the foundation facing away from the traffic unless otherwise shown in the plans.
- Anchor bolts shall be set as close as possible to the finish grade, while still maintaining a level pole.
- The contractor shall be responsible for receiving (from PG&E) and attaching reflective identification to each installed pole

86-24.2 Light Emitting Diode (LED) Luminaires

These specifications applied to supply and install complete functional new LED luminaire lighting fixtures with cut-off optics. LED luminaires shall be PHILIPS LUMEC brand or approved equal.

86-24.2.1 LED Equipment (Street and Safety Lighting)

- Luminaire shall not weigh more than 58 pounds or as approved by the Engineer.
- Shall consist of a heat sink with no fans, pumps, or liquids and shall be resistant to debris buildup that does not degrade heat dissipation performance.
- Shall provide option for filed installable house side light control.
- Shall be primarily constructed of metal (aluminum). Finish shall be rust in color (RAL 3011), powder coated, and rust resistant. Contractor to submit a minimum of three (3) color samples (including RAL 3011) for County to review and select preferred color prior to Contractor ordering light fixtures.
- Driver shall be mounted internally, shall be replaceable and shall be accessible without tools.

- All screws shall be stainless steel. Captive screws or use of latches are needed on any compartments that require maintenance after installation.
- No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty)
- Spectrum shall have no Ultra Violet (UV).
- Turn on time shall be <0.1 second.
- Total Harmonic Distortion (THD) shall be less than 10 percent.
- The lamps shall be rated to last 100,000 hours.
- The Kelvin color temperature for full spectrum lighting shall be between the ranges of 3,200 and 5,600 K.
- The color rendering index shall be minimum 70.
- The lumens per watt shall be minimum 90 or as approved by the Engineer.
- The power supply shall operate between 40°F and 165°F.
- The voltage shall be 100 V/277 VAC.
- The lamp wattage shall be 100 W or as shown on the plans.
- Power factor shall be minimum 0.90.
- Power supply shall have a Class A sound rating per ANSI Standard C63.4. Assembly or compartment shall be rated a minimum of IP54.
- Output operating frequency shall be greater than or equal to 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
- Transient protection shall be per IEEE C.62.41 2 2002, Class A operation. The line transient shall consist of seven strikes of a 100 KHZ ring wave, minimum 10 kV level, for both common mode and differential mode.
- The power draw of the luminaire (including PE or remote-control devices) shall not exceed 2.50 watts when in the off state.
- Power supplies shall meet FCC 47 CFR Part 15/18 (consumer Emission Limits).
- Power supply shall have a Class A sound rating per ANSI Standard C63.4.
- LED module(s)/array(s) shall deliver at least 70 percent of initial lumens. When installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.
- Lighting distribution shall be Type II or Type III in accordance with IESNA Lighting Distributions or as approved by the Engineer.

- Each luminaire shall have a Bar Code identifying its catalog number, wattage and current settings of 700 mA, 525 mA, or 350 mA. Bar Code is required to be attached on the inside of housing door and must be easily visible once door is opened.
- Photocell shall be specifically designed for use with LED luminaires. 120 to-277 V, fail on energy saver turn-on, ANSI category C surge protection.
- All safety lightings shall be fused in the pull box using a Copper Bussman fuse holder with rubber boots and 10 amp fuses.

86-24.2.2 Warranty

- Each piece of LED safety lighting equipment shall have a full 10-year warranty. This includes all associated fixtures. The Contractor shall be responsible for replacement or repair of any defective part of the LED safety lighting fixture for the entire period of the warranty.

86-24.2.3 Photo Electric Controls

Photoelectric control shall be Type IV weatherproof single voltage photoelectric relay with instant on/off twist lock receptacle integral with the luminaire head rated at 120 volts, 2.6 fc turn on level, and 2,160 joules surge protection with a 12-year service life. Photo cell receptacle for LED luminaires shall have a 7 pin per ANSI C136.41. Warranty for photo electric control shall be minimum 10 years.

86-25 Removal and Disposal of Electrical Equipment

Removing and disposing of electrical equipment shall conform to the provisions in 87-21.03A "General" and 87-21.03D "Removing Existing Electrical Systems" of the Caltrans Specifications and these Special Provisions.

Existing facilities that are removed (i.e., streetlights, electroliers, frames, grates, covers, roadside signs, etc.) shall be disposed wherever shown on the plans and as determined by the Engineer.

All equipment to be disposed shall be handled as follows: All signal equipment (signal heads, pedestrian heads, push buttons, etc.) shall be removed from the poles and stacked on pallets. This includes signal hardware, conductors, and terminal compartments.

All conductors shall be removed from abandoned conduits. Where noted

on the plans, removed items to be salvaged shall become the property of the Contractor. Other items to be removed shall be disposed of as provided in Section 14 and Section 5-1.20B(4) of the Caltrans Specifications and these Special Provisions.

Measurement and Payment

The Contract unit price paid per each for “Remove and Dispose of Existing Traffic Signal Pole and Foundation” and “Remove and Dispose Existing Type III Service Enclosure and Foundation” includes furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, but not limited to, removing and disposing of all elements associated with the equipment to be removed as including foundations as noted on the Plans, specified in these Special Provisions, Caltrans Standards, and no additional payments shall be made thereof.

86-26 Removing or Modifying Existing Fence

Wherever the existing fence within County of San Mateo right of way must be modified to accommodate proposed traffic signals, the Contractor must remove and repair existing fence. Full compensation for all work involved for this item, “Removing or Modifying Existing Fence” shall be considered as included in the Contract lump sum price paid in the item, “Clearing and Grubbing,” and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 88. RECTANGULAR RAPID FLASHING BEACON ASSEMBLY

Rectangular Rapid Flashing Beacon Assembly (RRFB) shall conform to Section 86 of the Standard Specifications, the Plans, these Special Provisions, and the direction of the Engineer.

RRFB work shall consist of the installation of two (2) RRFB with solar-powered wireless pedestrian push button systems, including, but not limited to, the per site installation of a wireless transmitter, a solar cell and battery equipment enclosure, solar-battery powered and wirelessly activated light emitting diode (LED) enhanced pedestrian crossing symbol signs, activation mechanism, and any other equipment necessary for a complete operational system, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

The RRFB shall be installed to the manufacturer's recommended specifications and conform to federal, state or local regulations.

RRFB shall be installed at the crosswalk locations as shown on the Plans. Each RRFB assembly shall consist of signage and flashing beacon unit for the front and back of the mounting pole, facing perpendicular to both directions of vehicular traffic.

Solar Power

Each RRFB shall be solar-powered, and shall provide an uninterruptible power supply with a backup system.

The backup system shall be a self-contained battery backup system that maintains uninterrupted operation during cloudy/night periods, and be designed to operate for at least thirty (30) days of four hundred (400) activations per day.

Signal Control

Wireless Interface

The transmitter unit and lighting fixture shall be based on a high-speed embedded micro-controller with radio interface, and shall include system operation software that works with user adjustable parameters and collects operational status and usage data that can be accessed wirelessly by a portable computer.

The Contractor shall provide all the software licenses for the RRFB locations, as

indicated in these Special Provisions and the attached Plans, and the wireless card necessary to enable a portable computer to communicate wirelessly with the transmitter unit and lighting fixtures.

Transmitter Unit

A wireless transmitter unit shall be activated by push button, and shall control LED Enhanced Pedestrian Symbol Signs.

The Contractor is advised that wireless transmitter units, when used on mounting poles where an LED Enhanced Pedestrian Sign is also mounted, may be either pole-mounted or built-in.

The transmitter shall operate in an FCC approved, license-free, frequency band.

The transmitter shall not interfere with other installations or external devices.

Transmitter Battery

The transmitter battery shall be compatible with solar operations, shall be sealed, requiring no maintenance, and be guaranteed for five (5) years upon completion of installation.

The transmitter battery shall be replaceable without the necessity to replace the entire transmitter unit.

Transmitter Unit Enclosure

The transmitter enclosure shall meet or exceed NEMA 4X rating.

Pedestrian Push Button

The Pedestrian Push Button assembly shall be as follows:

Assembly Size:	No greater than 12-inches high and 6-inches wide
Faceplate:	7- ³ / ₄ -inches high by 5-inches wide
Push Button:	ADA Compliant Pedestrian Push Button (Yellow)

The push button assembly shall be attached to the pole in conformance with the height (no more than 42 inches above the sidewalk), location and activation force (no greater than 5 pounds) provisions of the Americans with Disabilities Act (ADA).

Mounting Pole

Mounting Poles shall be installed in conformance with these Special Provisions. Locations of mounting poles of new roadside signs shall be mounted 2-feet off edge of pavement and as determined by the Engineer.

Foundation

Foundation for mounting poles shall conform to the provisions of Section 86-2.03,

“Foundations,” of the Standard Specifications, and to these Special Provisions.

Standards, Steel Pedestals and Posts

Standards, steel pedestals and posts shall conform to the provisions of Section 86-2.04, “Standards, steel Pedestals and Posts,” of the Standard Specifications, and to these Special Provisions.

Mounting poles shall be galvanized steel, 2.5-inches inside diameter, with length as specified in the Plans and Details.

Signage

Crossing signage shall be an LED Enhanced School Crosswalk Warning Assembly B SW24-2 (CA) (LED Enhanced), and shall conform to the following specifications:

- i. Sizes: SW24-2 (CA) shall be 36-inches by 48-inches
- ii. Color: Fluorescent Green (MUTCD FYG)
- iii. SW24-2 (CA) shall be self-powered by a solar battery and shall include amber LED lights flash synchronized with the in-pavement lighting fixtures.
- iv. Mounting bracket assembly shall use tamper resistant hardware.

The Contractor is advised that wireless transmitter units, when used on mounting poles where an LED Enhanced Pedestrian Sign is also mounted, may be either pole-mounted or built-in.

RRFB shall be mounted onto 2.5” inside diameter galvanized steel pipes and installed in locations that are visible to motorists at all times, as shown on the Plans and as determined by the Engineer.

Any excess material from post footing excavation shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 5-11, “Disposal of Material outside the Highway Right of Way,” of these Special Provisions.

Any damage to the new facilities resulting from the installation of RRFB shall be repaired by the Contractor at the Contractor’s expense, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

Each multi-post or single post sign with one or more sign panels and beacon mounted on the post shall be considered a single unit.

Following is a list of signs to be installed:

Assembly / Sign	CA MUTCD Sign Code	Panel Size	Qty
RRFB / School Warning – Assembly B (SW24-2(CA))	SW24-2 (CA)	36" x 48"	4

Beacon Dimensions and Placement in the Sign Assembly:

Each flashing beacon unit shall consist of two rectangular-shaped yellow indications, each with an LED-array-based light source. The size of each flashing beacon unit indication shall be at least 5 inches wide by at least 2 inches high.

The two RRFB indications for each RRFB unit shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of at least 7 inches, measured from the nearest edge of one indication to the nearest edge of the other indication.

The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2, S1-1, W11-15, or SW24-2 (CA) sign that it supplements.

Beacon Flashing Requirements:

When actuated, the two yellow indications in each RRFB unit shall flash in a rapidly flashing sequence.

As a specific exception to the requirements for the flash rate of beacons provided in Paragraph 3 of Section 4L.01 of the California MUTCD (2014 Edition), RRFBs shall use a much faster flash rate and shall provide 75 flashing sequences per minute. Except as provided in the last paragraph of this section, during each 800-millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 250 milliseconds.

The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.

To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.

Existing RRFB units that use the flashing sequence that was specified in the Interim Approval 11 memorandum and a subsequent interpretation (the RRFB indication on the left-hand side emits two slow pulses of light after which the RRFB indication on the right-hand side emits four rapid pulses of light followed by one long pulse of light) should be reprogrammed to the flash pattern specified above in Condition Sb as part of a systematic upgrading process, such as when the units are serviced or when the existing signs are replaced.

Beacon Operation:

The RRFB shall be normally dark, shall initiate operation only upon pedestrian

actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.

All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.

If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a PUSH BUTTON TO TURN ON WARNING LIGHTS (RI0-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector.

The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.

The predetermined flash period shall be immediately initiated each and every time that a pedestrian is detected either through passive detection or as a result of a pedestrian pressing a pushbutton detector, including when pedestrians are detected while the RRFBs are already flashing and when pedestrians are detected immediately after the RRFBs have ceased flashing.

A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

Accessible Pedestrian Features:

If a speech pushbutton information message is used in conjunction with an RRFB, a locator tone shall be provided.

If a speech pushbutton information message is used in conjunction with an RRFB, the audible information device shall not use vibrotactile indications or percussive indications.

If a speech pushbutton information message is used in conjunction with an RRFB, the message should say, "Yellow lights are flashing." The message should be spoken twice.

The Contract lump sum price paid for this item, "RRFB Assembly System" shall include full compensation for furnishing all labor, materials, tools, equipment (including, but not limited to, transmitters, LED lighting fixtures, LED enhanced pedestrian crossing symbol sign, steel poles (including foundation), pedestrian push button assemblies, and mounting hardware, and the computer software for system updating and data collection

and wireless card for portable computer), and incidentals necessary for doing all work involved in the installation of RRFB, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 100. CONSTRUCTION STAKING

Section 5-1.26, "Construction Surveys," of the Standard Specifications shall not apply to this section.

The Contractor shall be responsible for all land surveying and shall provide construction stakes or marks necessary to establish the limits, lines, alignments, and grades required for proper construction staking layout and completion of the work as shown on the drawings, as specified in these Special Provisions, and as directed by the Engineer. All construction staking shall be provided under the direction of either a professional land surveyor licensed by the State of California or an Engineer qualified to perform land surveying.

The survey datum used for the project shall be in accordance or tied-in with the County datum, as referenced on the Plans.

The Contractor shall provide and establish the construction staking of principal structures, and set grades and benchmarks as required. It will be the Contractor's responsibility to layout the work from the lines and grades, and to transfer elevations from the benchmarks set. All staking, locating, and layout work required for construction purposes shall be performed by the Contractor. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location of existing facilities prior to construction of new facilities.

When using construction stakes to establish alignment, the Contractor shall use a minimum of three (3) stakes to check horizontal alignments, and a minimum of two (2) stakes to check vertical alignments.

Should an occasion arise where the validity of a stake is questionable, either as to its location, or the elevation marked thereon, the Contractor shall check the stake or stakes in question. The Contractor shall be responsible for correcting any alignment or elevation errors that resulted from incorrect staking.

The Contractor shall maintain a complete and accurate log of all control and survey work as it progresses. On completion of site improvements, the contractor's surveyor shall prepare a certified survey drawing showing all dimensions, locations, angles, and elevations of construction.

The Contractor shall set or establish the necessary construction layout stakes and markings a minimum of **two (2) working days** in advance of the work and shall notify the Engineer when such markings have been set.

The Contractor shall protect all monumentation and survey points in their undisturbed location and condition. Damage, as a result of the Contractor's operations, to the existing monuments, survey markers, or reference points that are not part of this Contract, shall be repaired and replaced at the Contractor's expense.

The Contractor's attention is directed to Section 100-1, "As-Built Drawings," of these Special Provisions for additional requirement for submittal of As-Built Drawings upon completion of this project.

The Contract lump sum price paid for this item, "Construction Staking," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

The County reserves the right to eliminate this item, "Construction Staking," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any costs. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

100-1. As-Built Drawings

In order for the County to produce As-Built Drawings for this project, the Contractor shall submit a PDF copy of the Plans with appropriate as-built information mark-ups, which Plans shall be signed by the Contractor certifying the accuracy of the as-built drawings, including that elevations and locations of improvements are in accordance with the contract Documents. Should the Engineer determine that additional information is required to produce accurate As-Built Drawings, the Contractor shall provide such information within **ten (10) calendar days** after receiving the written request for said additional information. The cost for providing this additional information shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

Full payment for conformance with this Special Provision shall be considered as included in the Contract price paid for Construction Staking, and no additional compensation will be allowed therefore.

The Contractor is advised that Final Progress Payment may be withheld until satisfactory as-builts plans, as determined by the Engineer, are submitted to the County. Payment maybe withheld upon the determination by the County that the withholding of such amount is no longer necessary.

END OF SECTION

SECTION 101. INLET TRASH CAPTURE DEVICE

Trash capture devices shall be installed in storm drain inlets as indicated on the Plans, or as directed by the Engineer. The type of inlet trash capture device should be Bio Clean Grate Inlet Filter (Model BC-GRATE-24-24-24) or approved equal. Bio Clean can be reached at:

Corporate Headquarters
398 Via El Centro
Oceanside, CA 92058
Phone: (855) 566-3938
Fax: (760) 433-3176

The contractor shall verify the dimensions of trash capture device prior to ordering to ensure that the devices will fit in each drainage inlets.

Submittals

- Shop drawings are to be submitted with each order to the Engineer
- Shop drawings are to detail the inlet trash capture device, its components and the sequence for installation and maintenance, including
 - Configuration with primary dimensions
 - Various components
 - Any accessory equipment
- Manufacturer warranty information

Materials

Screens for the filter basket shall be manufactured in 304 stainless steel mesh constructed per ASTM E2016-99(2004). All other components and accessories shall be 100% non-corrosive metal, including mounting hardware, mounting flange, and any additional accessories not provided by the manufacturer, but are required to complete the installation of inlet trash capture device. Concrete filler and sealant shall be made of Acrylic Emulsion and have a minimum service temperature range of -30°F to 150°F.

Installation

Inlet trash capture devices shall be installed to the manufacturer's recommended specifications and per the directions of the Engineer. The filter basket will be inserted through the inlet grate opening and tightly secured. For removable filter baskets, the dimensions of the filter basket must be less than the inlet opening.

Any damage to the drainage structures caused by the contractor shall be

repaired at the contractor's expense.

Payment

The Contract unit price paid per each for this item, "Inlet Trash Capture Device," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in furnishing and installing inlet trash capture devices, complete in place, including, but not limited to, verifying dimensions for each device, trimming or modifying the mounting flange to fit, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

The County reserves the right to eliminate this item, "Inlet Trash Capture Device," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any costs. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

END OF SECTION

**FEDERAL REQUIREMENTS
FOR
FEDERAL-AID CONSTRUCTION PROJECTS**

- FR-1 Federal Forms, Posters and Data Required of Contractor During Construction
- FR-2 Federal Wage Rates (North County)
- FR-3 Federal-Aid Construction Projects Forms:
- **CEM-2401** – Substitution Report for Disadvantaged Business Enterprises (DBE) or Underutilized Disadvantaged Business Enterprises (UDBE)
 - **CEM-2402F** – Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors
 - **CEM-2403F** – Disadvantaged Business Enterprises (DBE) Certification Status Change
 - **CEM-2404F** – Monthly DBE/UDBE Trucking Verification
 - **FHWA-1391** – Federal-Aid Highway Construction Contractor’s Annual EEO Report (Exhibit 16-O, Local Assistance Procedure Manual)
- FR-4 Required Federal-Aid Contract Language:
- **LAPM Exhibit 12-G** – includes FHWA Form-1273
 - **Appendix E, Title VI Assurances in Contracts** – US DOT Order 1050.2A

**FEDERAL FORMS, POSTERS AND DATA
REQUIRED OF CONTRACTOR
DURING CONSTRUCTION**

Reference is made to Section 7-0.10, "Federal Forms Required To Be Submitted By Contractor," of these Special Provisions.

The Contractor will be required to submit a number of standard forms and information during construction in conformance with Federal requirements. The Contractor is reminded that, should Contractor fail to provide the Federal forms in a timely manner without due cause, as determined by the Engineer, the Engineer shall have the option, at his discretion, to either withhold the progress payment or issue a stop work order until such forms have been submitted to the Engineer.

Item	Comment
Certified Payrolls	Provided by Contractor, for self and Subcontractors.
Non-Performance Certifications	Provided by Contractor, for self and Subcontractors.
Daily Personnel and Equipment Log	Reference Appendix D.
Federal-Aid Contract (Pre-job Checklist)	Reference Appendix G
Federal Posters	<p>Download at: https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters)</p> <p><u>Posting Requirements:</u></p> <ul style="list-style-type: none"> - Must be at all active job sites during work, - Must be in plain view for work crew. - Must be in common area (i.e. break room, porta-potty) or, for mobile operations, mounted on a board and moved with crew.
Federal-Aid Construction Project Forms	Reference Section FR-3, "Federal-Aid Construction Project Forms", for a list of forms required during construction.

FEDERAL WAGE RATES (NORTH COUNTY)

Incorporated herein are the most-current Federal Wage Rates data for San Mateo County which is **General Decision CA20220018, dated 02/24/2023**, which can also be found at the following government website:

<https://sam.gov/content/home>

To obtain the data:

- (1) Go to the website at the link above.
- (2) Click on "Wage Determinations"
- (3) Click "Public Building or Works" under "I do not know the number"
- (4) From the Drop-down choose **State: CALIFORNIA**
- (5) **County: San Mateo**
- (6) **Construction Type: HIGHWAY**
- (7) The **WD Number** should set automatically
- (8) Search or click the WD number

CONTRACTOR is advised of the Federal "10-day rule" requiring local agencies to access the "Federal Wage Rates" ten (10) days prior to bid opening to see if updated Federal wage rates have been posted; and, if updated Federal wage rates have been posted, to issue an addendum informing all plan holders of said updated Federal wage rates.

"General Decision Number: CA20230018 02/24/2023

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

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 08/01/2022

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 81.16	23.57
Area 2.....	\$ 62.51	23.57

 BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates	Fringes
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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
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BRCA0003-003 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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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 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot
 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
 Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

 CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82

Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
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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
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 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 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 84.50	3%+40.315

ELEC0100-002 09/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.00	26.84

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 02/28/2022

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 65.54	31.57
ELECTRICIAN.....	\$ 58.26	31.35

 ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
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 06/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 92.20	42.316
ELECTRICIAN.....	\$ 80.17	41.955

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 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 72.80	3%+39.94
ELECTRICIAN.....	\$ 63.30	3%+39.94

 * 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 06/01/2022

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 74.00	43.76

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 06/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.25	3%+26.63
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 06/28/2021

""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.....	\$ 53.92	31.54
GROUP 2.....	\$ 52.39	31.54
GROUP 3.....	\$ 50.91	31.54
GROUP 4.....	\$ 49.53	31.54
GROUP 5.....	\$ 48.26	31.54
GROUP 6.....	\$ 46.94	31.54
GROUP 7.....	\$ 45.80	31.54
GROUP 8.....	\$ 44.66	31.54
GROUP 8-A.....	\$ 42.45	31.54
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15

Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator,

asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;

Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46
AREA 2:		
(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

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: 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

LABO0067-002 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 27.05	13.50
LABORER (Lead Removal)		
Area A.....	\$ 35.37	26.95
Area B.....	\$ 34.37	26.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB00073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; 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 nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

 LAB00073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

 LAB00261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21

Traffic Control Person I....\$ 34.78	26.21
Traffic Control Person II...\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 42.00	42.00	25.71
GROUP 2.....\$ 41.77	41.77	25.71
GROUP 3.....\$ 41.52	41.52	25.71
GROUP 4.....\$ 41.07	41.07	25.71
GROUP 5.....\$ 40.53	40.53	25.71
Shotcrete Specialist.....\$ 42.52	42.52	25.71

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 pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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	31.49	23.20
GROUP 1.....\$ 30.79	30.79	23.20
GROUP 1-a.....\$ 31.01	31.01	23.20
GROUP 1-c.....\$ 30.84	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 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: 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)

LAB00261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 34.85	26.32

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2022

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 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2022

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 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: 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)

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 (GUNITES - 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 scalars (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)

LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2022

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 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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: 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)

LAB00294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete 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

LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
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(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 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 shotcrete

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 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

 LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

 LAB00324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	34.48	26.21
Traffic Control Person I...\$	34.78	26.21
Traffic Control Person II...\$	32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	37.82	24.11
GROUP 2.....\$	37.59	24.11
GROUP 3.....\$	37.34	24.11
GROUP 4.....\$	36.89	24.11
GROUP 5.....\$	36.35	24.11
Shotcrete Specialist.....\$	38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete 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 nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		

Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place

manhole form setters

LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 38.28	29.43

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LABO1130-007 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 (GUNITITE - 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: 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)

LAB01130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2022

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 46.37	26.33

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 07/01/2022

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 57.16	30.24
AREA 2.....	\$ 53.03	28.84

PAIN0016-012 07/01/2022

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 54.25	32.28

PAIN0016-015 01/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 35.88	21.16

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 49.99	26.33

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

PAIN0169-005 01/01/2022		

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 54.77	31.45

PAIN0294-004 01/01/2021		

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 31.36	20.33
Drywall Finisher/Taper.....	\$ 40.10	25.00

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 08/01/2022

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.12	22.10

PAIN0767-001 01/01/2022		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 41.78	33.09

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 08/01/2022

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.72	24.98

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 01/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.00	39.35

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(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 COUNIES

	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 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 72.00	45.70

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 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.75	35.14

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 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.83	21.14

ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 50.27	20.66

ROOF0081-004 08/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 43.13	19.71

ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 55.16	20.82
Journeyman.....	\$ 51.16	20.82
Kettle person (2 kettles)...	\$ 53.16	20.82

SFCA0483-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 72.59	36.95

SFCA0669-011 01/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.30	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

	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); Lowbedk Heavy

Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** 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 DECISIO"

FEDERAL-AID CONSTRUCTION PROJECT FORMS

Reference is made to Sections 7-0.17, "Subcontractor and DBE Records," and 7-0.18, "DBE Certification Status," of these Special Provisions for the requirements governing submittal of the following forms, which are attached herein.

- (1) CEM-2401 – Substitution Report for
Disadvantaged Business Enterprise (DBE) or Underutilized
Disadvantaged Business Enterprise (UDBE)
- (2) CEM-2402F – Final Report – Utilization of Disadvantaged Business Enterprises
(DBE),
First Tier Subcontractors
- (3) CEM-2403F – Disadvantaged Business Enterprises (DBE) Certification Status
Change
- (4) CEM-2404F – Monthly DBE/UDBE Trucking Verification
- (5) FHWA-1391 Federal-Aid Highway Construction Contractor's Annual EEO Report
(Exhibit 16-O, Local Assistance Procedure Manual)

**SUBSTITUTION REPORT FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) OR
UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE (UDBE)**

CEM-2401 (REV 02/2018)

For contracts advertised on or before June 15, 2012, a contractor may only substitute one UDBE for another UDBE or perform a good faith effort to do so. For contracts advertised after June 15, 2012, a contractor may substitute one DBE for another DBE or perform a good faith effort to do so.

The resident engineer must complete the substitution report upon receipt of a written request for substitution of a listed Disadvantaged Business Enterprise (DBE) or Underutilized Disadvantaged Business Enterprise (UDBE).

The resident engineer can solely approve the substitution request if:

- 1) One DBE/UDBE is to be substituted for another DBE/UDBE if the same items of work are involved or, if different items, the dollar value is equal to or greater than the original proposal;
- 2) The new DBE/UDBE is certified at the time of substitution; and
- 3) The reason for substitution is based on one or more of the eleven listed reasons.

If the request involves a good faith effort to substitute a listed DBE/UDBE with a firm that is not certified as a DBE/UDBE, the resident engineer must forward the request to the deputy district director for construction for additional approval.

Provide the names of the firms involved. Check the box for DBE, UDBE, or non-DBE/UDBE, as applicable.

Provide the original item number, work description, completed dollar amount, remaining dollar amount and the proposed item number, work description and dollar amount. If a portion of the work has already been completed by the listed or previously approved firm, provide an explanation in the remarks section.

Upon approval of the substitution, provide the original to the contractor and a copy to the Office of Business and Economic Opportunity as provided on the form.

**FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 9/2014)

Instructions

Contracts advertised on or before June 15, 2012 may contain Underutilized Disadvantaged Business Enterprise goals (UDBE). Participation for UDBE firms must be reported in the UDBE column. Contracts advertised after June 15, 2012 may contain Disadvantaged Business Enterprise (DBE) goals. Participation for contracts advertised after June 15, 2012 must be reported as DBE.

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified as a DBE or UDBE.

The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

If a firm performing work as a DBE or UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this firm under the appropriate DBE and UDBE identification column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403F.

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime contractors are required to show the date of work performed by their own forces.

Use the comments section to explain any differences in the original commitment and the final utilization of DBE and UDBE firms.

The contractor and the resident engineer sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

CERTIFICATION STATUS CHANGE

CEM-2403F (REV 7/2012)

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency (Caltrans), the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a change in certification status during the course of the completion of the contract. The two situations that are being addressed by CEM 2403F are if a firm certified as a DBE and doing construction work on the contract during the course of the project becomes decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes certified as a DBE.

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

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

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

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

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MONTHLY DBE/UDBE TRUCKING VERIFICATION
 CEM-2404F (REV 7/2012)

Lock Data on Form

CONTRACT NO.	MONTH			YEAR					
	Trucking Company or Owner Operator	DBE Cert. No. (if certified)	Company Name and Address Telephone Number	Truck No.	CA No.	Amount paid to DBE and UDBE Truckers	Amount paid to DBE and UDBE for lease arrangement with non-DBE and UDBE	Date Paid	Transportation Arrangement (✓ all that apply)
						\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
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Instructions

Contracts advertised on or before June 15, 2012 may contain UDBE contract goals. UDBE trucking participation must be reported on contracts with UDBE goals only. All other trucking participation must be reported as DBE or non-DBE.

In the "Amount paid to DBE and UDBE Truckers" column, the contractor must show the dollar amount paid to:

1. DBE and UDBE trucking companies using trucks it owns, insures and operates. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.
2. DBE and UDBE trucking companies who lease from other UDBE and DBE trucking companies or owner operators. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.

To ensure proper crediting of participation on contracts advertised on or before June 15, 2012, identify the firm as a DBE or UDBE in the "Transportation Arrangement" column.

In the "Amount paid to DBE/UDBE for lease arrangement with non-DBE/UDBE" column, the contractor must show the dollar amount paid to the DBE and UDBE who leases trucks from non-DBE firms. Include only the amount for the fee or commission received as a result of the lease arrangement.

In the "Transportation Arrangement" column check all that apply for each firm listed. Use the DBE check box for all DBE trucking participation on contracts advertised after June 15, 2012.

The prime contractor or its representative must sign, including the individual's title and the date, certifying that the information provided on the form is complete and accurate.

The form must be submitted to the Department of Transportation before the 15th of each month.

EXHIBIT 16-O FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
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This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2016.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR)

TABLE A																		TABLE B				
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C (Table B data by racial status)

APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY: <i>(Signature and Title of State Highway Official)</i>	11. DATE
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REQUIRED FEDERAL-AID CONTRACT LANGUAGE

Incorporated herein are the most-current versions of:

- (1) **Exhibit 12-G** (FHWA Form-1273) from the Local Assistance Procedures Manual.
- (2) **Appendix E of the Title VI Assurances** from US DOT Order 1050.2A.

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 to meet this goal.

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>.

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

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

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 Substitution 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 substitute 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.

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. 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.
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.
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.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

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. A copy of a DBE's quote serves as written confirmation. 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 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

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 business (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. DBE RUNNING TALLY OF ATTAINMENTS

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 shall 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 the Agency.

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 (Public Contract Code §10164).
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

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:

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

\$2,500, materials produced outside the U.S. may be used.

Production includes:

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

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 FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the 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. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. 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 request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[The following 12 pages 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]*

FHWA-1273 -- [Revised July 5, 2022](#)

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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, 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. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, 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. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA 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
	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. 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).

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees:

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

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is_____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor’s equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor’s needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used

3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

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

The prime contractor shall not employ as an apprentice or trainee an employee:

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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

16. 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 E of the Title VI Assurances

(US DOT Order 1050.2A)

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 nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients 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 at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination 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).

Appendix A

County of San Mateo Waste Management Plan Form Waste Management Daily Transport Report



County of San Mateo WASTE MANAGEMENT PLAN

Case/group number(s):
BLD _____ - _____

Project address:
Street: _____

City: _____

Zip Code: _____

Green Halo number(s):

WMP required because project is a:

- Residential Demolition
- Nonresidential New Construction
- Addition

Submit to:

County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

Information and support: 888-442-2666
www.smcsustainability.org/waste-reduction/construction-demolition

Section One: Permit Application

This Waste Management Plan (WMP) must be completed, submitted for review, and approved to obtain a permit. Separate WMPs are required for demolition and construction at the same site unless the Building Department requires only one permit. Need for a WMP is at the discretion of the Building Official or designee.

Applicant's Name: _____ Owner's Name: _____

Phone Number: _____ Email: _____

Applicant is (please check one): Owner Architect Builder Owner/Builder Other _____

Contractor (if applicable): _____ Contact Phone Number: _____

Project Description: _____

Project Square Footage: _____ Estimated Completion Date: _____

Waste Management Requirements:

You are required to recycle or re-use all inert solids (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and 65% of all construction and demolition debris.

I understand that I am required by San Mateo County Building Regulations Section 9210 - Adoption Of 2016 California Green Building Standards Code (Building Regulations) to salvage, reuse, or recycle **all inert solids** (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and a **minimum of 65%** of all construction and demolition debris (C&D). _____ (Initial)

I understand that failure to meet the requirements of the Building Regulations shall constitute a misdemeanor, and shall be punishable by imprisonment in the county jail for up to 6 months and/or a fine of up to \$1,000, calculated as a percentage of the required 65% diversion of C&D debris, and that the fine must be paid as a condition of final approval. _____ (Initial)

At the completion of this project, or more frequently if required, all weight tags or other equivalent documentation from salvage, recycling and waste facilities will be provided and I understand that I may not be issued my final inspection unless all original receipts and documentation are submitted to the County of San Mateo Department of Public Works. _____ (Initial)

Recycling and waste facilities ask for the correct origin of the materials generated as they come through the scale house. These tons are reported to the State of California. I understand that I need to advise my debris box company, waste haulers, and my drivers that the materials generated on this project originated in Unincorporated County of San Mateo. _____ (Initial)

1) Deconstruction/salvage/reuse:

What materials will be salvaged/reused? _____

Deconstruction or salvage company (if applicable): _____

What materials will be reused on site? _____

How will this be documented? _____

2) Material transportation:

Will you be using a hauling company, debris box company or hauling the material yourself?

Hauler Debris Box Self-haul

If using a hauling or debris box company, which company? _____

Have they been notified that the diversion of 65% mixed debris and all inert solids is required? Yes No

3) Waste management plan:

Check the materials you anticipate generating and fill in the facilities that you plan to use.

Category	Material	√	Reuse, Recycling or Disposal Facility
Mixed C&D	Mixed Debris		
Inerts	Asphalt		
	Bricks		
	Concrete		
	Dirt		
	Other inert solids		
Source Separated	Cardboard		
	Metals		
	Wood		
	Roofing		
	Carpet		
	Drywall		
	Yard trimmings		
	Other		
Disposal	Waste		

The undersigned hereby agrees to comply with the Waste Management Plan as submitted and is the owner or authorized agent to sign for the owner of this project.

Applicant Signature _____ **Date** _____

County Approval: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with comments <input type="checkbox"/> Denied All receipts, weight tags and documentation for salvage, recycling, and disposal must be submitted: <input type="checkbox"/> On completion of project <input type="checkbox"/> Other _____ Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Case/Group Number(s):
 BLD _____ - _____
 Project Address:
 Street: _____
 City: _____

Section Two: Final Report Approval

Please complete, submit, and get this section approved by the Department of Public Works, prior to obtaining final approval by the Department of Public Works no later than 30 days after completion of the demolition or construction project. Please provide weight of materials in **tons**. If needed, please use the conversion table on the next page to convert cubic yards to tons.

This section must be completed and signed, and all receipts or other supporting documentation must be attached in order to receive final project approval.

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
Mixed C&D					
Salvage/Reuse					
Inerts Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
Source Separated Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
Disposal (Waste)					

- All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.
- This project has recycled all of the inert solids and at least 65% of all debris generated.

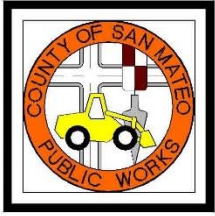
Applicant Signature _____ **Date** _____

County Approval: Approved Approved with Comments Fine Payment Required

Comments:

Fine Calculation: $1 - (\text{C\&D Diversion \% Achieved} \text{ ____} / 65\%) \times \$1000 = \$$ _____

Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Cubic Yards to Tons Conversion Table

Category	Material	Cubic Yards	Pounds	Tons
Mixed C&D	Mixed load C&D	1	500	0.25
Inerts	Asphalt	1	1380	0.69
	Bricks	1	3000	1.5
	Concrete	1	1860	0.93
	Dirt	1	2000	1
	Other inert solids	1	1240	0.62
Source Separated	Cardboard	1	100	0.05
	Metals	1	900	0.45
	Wood	1	300	0.15
	Asphalt roofing	1	1188	0.59
	Carpet	1	600	0.3
	Drywall	1	400	0.2
	Green waste	1	300	0.15
	Gravel	1	2600	1.3
Disposal	Waste	1	300	0.15

WASTE MANAGEMENT DAILY TRANSPORT REPORT				
Date :		Day :		Multiple Pages : Yes ___ No ___
Project :			Contractor Representative :	
			County Inspector :	
	Transport Vehicle Type	Vehicle License/I.D.	Load Destination	
			Inert Material	Non-Inert Material
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
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25				

Note : Inert material shall be as defined in the Construction Waste Management Section of these specifications.

Comments :

Appendix B

Sanitary Sewer Monitoring and Reporting Requirements:

**State Water Resources Control Board
Order No. WQ 2013-0058-EXEC**

STATE OF CALIFORNIA
WATER RESOURCES CONTROL BOARD
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM
FOR
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"¹ (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information² to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

¹ Available for download at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf

² Cal OES Hazardous Materials Spill Reports available Online at:

[http://w3.calema.ca.gov/operational/mal haz.nsf/\\$defaultview](http://w3.calema.ca.gov/operational/mal haz.nsf/$defaultview) and <http://w3.calema.ca.gov/operational/mal haz.nsf>

and Cal OES is duplicative. To address this, the SSO notification requirements added by the February 20, 2008 MRP revision are being removed in this MRP revision.

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS³ Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.
9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.
10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program⁴ objectives, assess compliance, and enforce the requirements of the SSS WDRs.

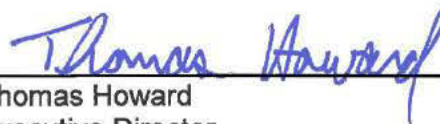
IT IS HEREBY ORDERED THAT:

Pursuant to the authority delegated by Water Code section 13267(f), Resolution 2002-0104, and Order 2006-0003-DWQ, the MRP for the SSS WDRs (Order 2006-0003-DWQ) is hereby amended as shown in Attachment A and shall be effective on 07/26/2013.

Date

7/30/13

Thomas Howard
Executive Director



³ California Integrated Water Quality System (CIWQS) publicly available at <http://www.waterboards.ca.gov/ciwqs/publicreports.shtml>

⁴ Statewide Sanitary Sewer Overflow Reduction Program information is available at: http://www.waterboards.ca.gov/water_issues/programs/ssso/

ATTACHMENT A

STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none">• Reach surface water and/or reach a drainage channel tributary to a surface water; or• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements

ELEMENT	REQUIREMENT	METHOD
<p>NOTIFICATION (see section B of MRP)</p>	<ul style="list-style-type: none"> • Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number. 	<p>Call Cal OES at: (800) 852-7550</p>
<p>REPORTING (see section C of MRP)</p>	<ul style="list-style-type: none"> • Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. • Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. • Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. • SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. • "No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. • Collection System Questionnaire: Update and certify every 12 months. 	<p>Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee's Legally Responsible Official(s).</p>
<p>WATER QUALITY MONITORING (see section D of MRP)</p>	<ul style="list-style-type: none"> • Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters. 	<p>Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</p>
<p>RECORD KEEPING (see section E of MRP)</p>	<ul style="list-style-type: none"> • SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume. 	<p>Self-maintained records shall be available during inspections or upon request.</p>

B. NOTIFICATION REQUIREMENTS

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
 - i. Name of person notifying Cal OES and direct return phone number.
 - ii. Estimated SSO volume discharged (gallons).
 - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
 - iv. SSO Incident Description:
 - a. Brief narrative.
 - b. On-scene point of contact for additional information (name and cell phone number).
 - c. Date and time enrollee became aware of the SSO.
 - d. Name of sanitary sewer system agency causing the SSO.
 - e. SSO cause (if known).
 - v. Indication of whether the SSO has been contained.
 - vi. Indication of whether surface water is impacted.
 - vii. Name of surface water impacted by the SSO, if applicable.
 - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
 - ix. Any other known SSO impacts.
 - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

C. REPORTING REQUIREMENTS

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
 - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
 - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
 - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
 - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
 - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
 - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
 - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
 - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.

If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
 - a. Complete and detailed explanation of how and when the SSO was discovered.
 - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - d. Detailed description of the cause(s) of the SSO.
 - e. Copies of original field crew records used to document the SSO.
 - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
 - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at CIWQS@waterboards.ca.gov or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
 2. SSO Location Name.
 3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
 4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
 5. Whether or not the SSO reached a municipal separate storm drain system.
 6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
 7. Estimate of the SSO volume, inclusive of all discharge point(s).
 8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
 9. Estimate of the SSO volume recovered (if applicable).
 10. Number of SSO appearance point(s).
 11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
 12. SSO start date and time.
 13. Date and time the enrollee was notified of, or self-discovered, the SSO.
 14. Estimated operator arrival time.
 15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
 16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
 2. SSO end date and time.
 3. SSO causes (mainline blockage, roots, etc.).
 4. SSO failure point (main, lateral, etc.).
 5. Whether or not the spill was associated with a storm event.
 6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
 7. Description of spill response activities.
 8. Spill response completion date.
 9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
 11. Whether or not health warnings were posted as a result of the SSO.
 12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
 13. Name of surface water(s) impacted.
 14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
 15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
 16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
 17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-6, and 17 in section 8.i.b above for Certified Category 1 SSO.

ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.

iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board
Division of Water Quality
Attn: SSO Program Manager
1001 I Street, 15th Floor, Sacramento, CA 95814

D. WATER QUALITY MONITORING REQUIREMENTS:

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
 - i. Ammonia
 - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

E. RECORD KEEPING REQUIREMENTS:

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
 - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
 - b. Date and time the complainant or informant first noticed the SSO.
 - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
 - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
 - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
 - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
 4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
 - i. Supervisory Control and Data Acquisition (SCADA) systems
 - ii. Alarm system(s)
 - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

F. CERTIFICATION

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing help@ciwqs.waterboards.ca.gov.

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13

Date



Jeanine Townsend
Clerk to the Board

Appendix C

Sample “Payment Bond” Form

Sample “Performance Bond” Form

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That **WHEREAS**, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated
(Contractor's Name)
as the "Principal," a contract dated _____, hereinafter designated
(Contract Award Date)
as the "Contract," which Contract is by this reference made a part hereof, for the work described as _____.
(Project Name, Location & Number)

And WHEREAS, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____
(Surety's Name)
as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or

their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That **WHEREAS**, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated
(Contractor's Name)
as the "Principal," a contract dated _____, hereinafter designated
(Contract Award Date)
as the "Contract," which Contract is by this reference made a part hereof, for the work described as _____.
(Project Name, Location & Number)

And WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____,
(Surety's Name)
as corporate Surety, are held and firmly bound unto the County in the sum of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, except that no change will be made which increases the total

Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

Appendix D

Daily Personnel and Equipment Log

DAILY PERSONNEL AND EQUIPMENT LOG

Using as many copies of this form necessary, the Contractor shall provide the Engineer with a list of all personnel and their title and, if applicable, equipment said employee is operating. This information is required of the Prime and their Subcontractors.

This form, if used in lieu of Contractor's Daily Dispatch Report, shall be submitted to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per day for every day hence until submittal is made. Reference is made to Section 7-4.1., "Payroll Records," of the Project Special Provisions.

Date: _____

Project No.: RW940

Project: _____

Contractor: _____

Is this log for Subcontractor? Yes No

If yes, Name of Subcontractor: _____

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

Appendix E

**Public Contract Code
Sections 9204 and 20104 et seq.**

Public Contract Code Section 9204 et seq.

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code

who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes

under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Public Contract Code Section 20104 et seq.

20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

(Amended by Stats. 2010, Ch. 697, Sec. 47. Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting

the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant 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. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

Appendix F

Encroachment Permit



CITY OF DALY CITY
 333 90th Street
 DALY CITY, CA 94015
 (650) 991-8064
 www.dalycity.org

PERMIT: ENGINEERING

PERMIT NUMBER: **TC-04-22-091034** VALUATION: \$0.00
 JOB SITE ADDRESS: **701 87TH ST & SOUTHGATE AVE #**

PERMIT TYPE: ENG - Traffic Control APPLICATION DATE: 04/20/2022
 WORK CLASS: Fixed, Long-Term Setup w/ Plan ISSUED DATE: 04/21/2022
 PERMIT STATUS: **ISSUED** EXPIRATION DATE: 12/21/2023

JOB DESCRIPTION

Updated Date Range: 06/2023 - 09/2023
 Broadmoor Safe Routes to school Pedestrian Improvements Project
 87th St from Southgate Ave to City/County limit

Install Pedestrian safety improvements and traffic calming features on 87th St from Southgate Ave to Sullivan Ave, and S. Park Plaza Dr from County limit to 87th St. Edge lines will be installed on the road and extended beyond City/County limit on 87th St, up to Southgate Ave.

Start 11/2022 End 1/2023

CONTACT

CONTACT TYPE	COMPANY	NAME	PHONE NUMBER
Applicant	County of San Mateo	Wency Ng	(650) 599-1432

ENGINEERING INVOICE

INVOICE NUMBER: **INV-04-22-00703980**

FEE NAME	FEE AMOUNT	PAID	BALANCE	NOTES
ENG - Processing Fee	\$0.01	\$0.01	\$0.00	
TOTAL	\$0.01	\$0.01	\$0.00	

CONTRACTOR IS REMINDED TO CONTACT "USA" AT (800) 227-2600 TO MARK EXISTING UTILITIES BEFORE DIGGING. CONTRACTOR SHALL FURNISH CITY INSPECTOR WITH THE "USA REQUISITION NUMBER" AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.

All work shall be per the City's General Conditions of Approval, Standard Specifications and Standard Drawings available at www.dalycity.org

All materials shall be on-site prior to start of job. No material substitution will be allowed unless specifically approved. Contractor shall contact City Inspector at (650) 991-8064 a minimum of 24 hours prior to start of job and before backfilling or placing concrete.

Appendix G

Pre-Construction Handout Packet for Federal-Aid Projects

Appendix G Enclosures:

- (1) Federal-Aid Contract (Labor Compliance Pre-job Checklist)**
- (2) Federal Posters (To be provided at Pre-Construction Meeting)**



FEDERAL-AID CONTRACT

Contract Number:	Federal-Aid Number:	Date:
Date Advertised for Bids:	Bid Opening Date:	
Contract Bid Amount:	Working Days:	Contract Type: Construction
Description of Project: Enter project description here.		
Labor Compliance Contact Information:		
Prime Contractor:		
Resident Engineer:	Pre-job performed by:	

CONTRACTOR REQUIREMENTS

All contractor(s) and subcontractor(s) will comply with State and Federal employment laws including, but not limited to, prevailing wage laws and DIR registration requirements.

POSTERS/NOTICES

Contractors are required to post all required state and federal posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom **do not** meet the posting requirement. Resident engineers, contract managers, and other delegated Caltrans staff will verify the prime contractor has posted the following:

State General Prevailing Wage Determinations

General Prevailing Wage Determination:

Journeyman and Apprentice prevailing wage rates can be accessed at the CA Department of Industrial Relations (DIR) Web site:

DIR Prevailing Wage Determinations – <https://www.dir.ca.gov/opri/DPreWageDetermination.htm>

Public Works Apprenticeship Requirements – <https://www.dir.ca.gov/Public-Works/Apprentices.html>

Reference: California Labor Code §1773.2

Federal Prevailing Wage Determinations

General Decision Number: **Modification Number:** **Publication Date:**

Federal prevailing wage rates can be accessed at the Department of Labor Web site:

Federal Prevailing Wage Determinations for California – <https://beta.sam.gov/search?index=wd>

Select the county where the work will be performed.

Reference: Davis-Bacon Act

- Company Equal Employment Opportunity (EEO) policy.
- Department of Fair Employment and Housing DFEH E07P-ENG (English) and DFEH E07P-SP (Spanish) – *California Law Prohibits Workplace Discrimination and Harassment*.
- Pay Day Notice.
- Notice of Labor Compliance Program Approval, English and Spanish.
Reference: California Code of Regulations (CCR) §16429
- Equal Employment Opportunity Commission EEOC-P/E-1 – *Equal Employment Opportunity is THE LAW*, English and Spanish.
- Federal Highway Administration FHWA-1022, NOTICE – *False Statement Notice*.
- Davis Bacon Act poster WH 1321 – *Employee Rights Under the Davis Bacon Act*, English and Spanish. Federal wage rates must be posted with WH 1321.

Posters may be printed from the Labor Compliance page on the Caltrans Web site at:
Caltrans Division of Construction Labor Compliance Posters –

<https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters>

Reference: Standard Specifications

PREVAILING WAGE REQUIREMENTS

- All workers employed in the execution of this public works project, including sole proprietors, partners, and corporate officers, owner operators must be paid not less than the specified prevailing wage rates for the type of work performed.
Reference: California Labor Code §1774
- Contractors utilizing an entity for the purpose of hauling or delivery of ready-mixed concrete are required to enter into a written subcontract agreement with the entity.
Reference: California Labor Code §1720.9
 - ⇒ Workers employed in the hauling and delivery of ready-mixed concrete must be paid not less than the specified prevailing wage for the type of work performed in the geographic location of the plant/batch facility.
Reference: California Labor Code §1720.9
- Overtime must be paid for all hours over eight in a calendar day and 40 hours in a week. Violations may subject the contractor to state and federal penalties.
Reference: California Labor Code §1810-1815; Contract Work Hours & Safety Standards Act (CWHSSA)
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required, shift differential rates must be paid for classifications which include a shift determination.
- For building contracts, state and federal building wage rates are applicable.
- State Prevailing Wages**
A Single * indicates that the wage determination can be used for the life of the contract.
A Double ** indicates that the wage determination includes predetermined increases.
- Federal Prevailing Wages** – in effect for the life of the contract.
- If there is a difference between the predetermined federal prevailing wage rates and the state prevailing wage rates for similar classifications of labor, the higher rate must be paid.
Reference: CCR §16001(b)
- Caltrans will not accept state wage classifications not specifically included in the federal minimum wage determinations. This includes “helper” or other classifications based on hours of experience.
- Subsistence/Zone pay must be shown on the fringe benefit statement.

- ⇒ The contractor must make applicable travel, subsistence and zone payments in accordance with information on file with DIR for classifications utilized. **For more information contact the Prevailing Wage Unit at (415) 703-4774 or visit D I R's Web site at: [DIR Prevailing Wage Determinations – https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm](https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)**
Reference: California Labor Code §1773.1

- Contractors violating prevailing wage requirements are subject to a penalty to be paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply.
Reference: California Labor Code §1775 and §1742.1

PAYROLL REQUIREMENTS

- All labor compliance documents submitted must be complete, accurate, and require the correct Caltrans contract number:
- Certified payrolls must be submitted weekly and documents (including electronic) not previously submitted are due on or before the 15th of the month for the previous month's work.
Reference: California Labor Code §1771.5
- Certified payrolls must include ALL information as required by California Labor Code Section 1776, and all other elements contained in Caltrans form CEM-2502, *Contractor/Subcontractor Payroll*.
Reference: California Labor Code §1776
- Classification and group numbers are required on all payrolls (i.e., Laborer-Group 1, Plumber-Pipefitter, etc.). When work classification is not shown, or a misclassification is identified, Caltrans will determine the wage rate based on duties performed.
Reference: Standard Specifications, California Labor Code §1776
- Payrolls must clearly show how gross and net wages are calculated, including fringe benefits.
- Caltrans form CEM-2503, *Statement of Compliance*, is due with each weekly payroll. Boxes must be marked indicating if benefits are paid to a fund and/or to the employee/employees.
Reference: Standard Specifications, California Labor Code §1776
- All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Documents to confirm the "other" deduction that meet requirements of an authorized deduction are to be submitted with the first payroll on which the deduction appears.
- Caltrans form CEM-2501, *Fringe Benefit Statement*, must be completed and signed showing hourly rates and the name and address of plan/plans whenever any portion of the fringe benefits are paid to a plan, fund, or program. The form must be submitted with the first payroll and when fringe benefits or subsistence amounts change. Fringe Benefit Statements must be specific to the contract.
Reference: California Labor Code §1773.1
- All contractors are required to provide itemized wage statements (check stubs) to employees.
- Failure by the prime contractor to submit the required reports or documents will result in up to a 10 percent progress payment withhold for the month (minimum \$1,000 - maximum \$10,000). For Minor B and Emergency contracts, all payments due to the contractor will be withheld. Withholds will be released on the next progress payment after compliance.
Reference: California Labor Code §1771.5, Standard Specifications
- Whenever an entity is used in the hauling or delivery of ready-mix concrete the following documentation must be provided:
- ⇒ A copy of the written agreement between the entity hauling/delivering ready-mix concrete and the contractor is required to be submitted with the first payroll which the entity performed work.
- ⇒ The contractor is required to submit a copy the driver's certified time records to Caltrans with the payroll submission.

Reference: California Labor Code §1720.9

- Certified payrolls may be maintained and submitted electronically. Reference: CCR §16404
 - ⇒ Submissions must be in an unmodifiable PDF format and contain all information required by California Labor Code Section 1776.
 - ⇒ The prime contractor and each subcontractor must complete a *Contractor's Acknowledgement Form* prior to submitting electronic payroll records. **The form can be downloaded at:**
Caltrans Division of Construction Labor Compliance-
<https://dot.ca.gov/programs/construction/labor-compliance>
 - ⇒ **Instructions for electronic submittal of certified payroll records can be downloaded at:**
Caltrans Division of Construction Labor Compliance –
<https://dot.ca.gov/programs/construction/labor-compliance>
 - ⇒ The prime contractor should require all subcontractors to notify the prime when submitting electronic payroll records.
- Payroll records must be preserved for three years after the final voucher.
Reference: Standard Specifications

APPRENTICES

- All requirements of California Labor Code section 1777.5 apply for classifications which DIR has identified as an apprenticeable craft, including the following:
 - ⇒ Submit DIR's Division of Apprenticeship Standards form DAS-140, *Public Works Contract Award Information*, and DAS-142, *Request for Dispatch of an Apprentice*, to the applicable apprenticeship committee, and a copy to Caltrans, prior to start of work.
The form may be downloaded from DIR's Web site at:
Division of Apprenticeship Standards Public Works Information –
<https://www.dir.ca.gov/Public-Works/Apprentices.html>
 - ⇒ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement.
 - ⇒ Apprentices must be paid the prevailing wage rate applicable to the classification in which they are registered and employed.
- Complaints or violations regarding apprentice ratios will be referred to the Division of Apprenticeship Standards. Reference: 8 CCR §16434
- Proof of registration in a state and federally approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear.
Reference: California Labor Code §1777.5; Standard Specifications; 29 Code of Federal Regulations (CFR) §5.5
- The required number of trainees or apprentices is:
 - ⇒ Submit the required training plan to the resident engineer for approval before the start of work.
 - ⇒ Submit periodic reports to the resident engineer to demonstrate compliance with the training plan, including an explanation when an apprentice or a trainee quits the project.
 - ⇒ Prior to reimbursement, reports are reviewed for compliance with the training plan.

SUBCONTRACTING

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work for more than one-half of one percent of the total bid amount or \$10,000, whichever is greater. For building projects, subcontractors who will perform work for more than one-half of one percent must be listed. The prime must use those subcontractors as listed at bid

time unless a written substitution is requested and approved in writing by the resident engineer **before** substitution. **This section does not apply to emergency force account projects.**

Reference: California Public Contract Code (PCC) §4100-4114; Standard Specifications

- The resident engineer must approve all first-tier subcontractors on Caltrans form CEM-1201, *Subcontracting Request*, before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.
- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of zero to ten percent of the subcontract involved and a referral to the Contractors State License Board.

Reference: PCC §4110-4111

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- All DBEs must perform a commercially useful function to count for contract participation.
- Compliance with the Subletting and Subcontracting Fair Practices Act applies for all listed DBE subcontractors.
- The prime contractor must notify the resident engineer in writing of anticipated substitutions of listed DBEs before starting the affected work.
- DBE contract goal: percent.
- Total claimed participation: percent.
- The DBE goal applicable to this project is percent.
 - Reference: Standard Specifications*
 - ⇒ Contractor must ensure that the listed DBE performs the item/items of work specified.
 - ⇒ If prime contractor fails to achieve committed DBE participation, the dollar value of the proposed DBE participation to date is withheld from payment.
 - ⇒ The fact that a DBE is certified will not determine whether the DBE is performing a commercially useful function.
 - ⇒ The prime contractor must submit a request for substitution in writing, citing one of the reasons listed in the contract. Caltrans will not allow improper substitutions.
 - ⇒ Replace listed DBE with another certified DBE or perform a good faith effort.
 - ⇒ If replaced without approval, payment for item/items of work committed to the DBE is withheld.
 - ⇒ Caltrans form CEM-2406, *Monthly Disadvantaged Business Enterprise (DBE) Payment*, must be submitted monthly. Contractors are required to submit form to the resident engineer no later than the 15th of the month for the previous month. Failure by the prime to submit the required form will result in up to a 100 percent progress payment withhold (25 percent for 1 performance failure – 100 percent for multiple performance failures) but not more than 10 percent of the total bid. Withholds will be released on the next progress payment after compliance.

Reference: Standard Specifications

- Caltrans form CEM-2407, *Disadvantaged Business Enterprise (DBE) Joint Check Agreement Request*, must be submitted to and approved by Caltrans prior to use of a joint check. Failure to comply with procedures will disqualify DBE participation and will result in no credit and no payment to the contractor for DBE participation.

Reference: Standard Specifications

- Submit Caltrans form CEM-2402(F), *Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors*. Failure to submit this report will result in a \$10,000 withhold. Withholds will be released on the next progress payment after compliance.
Reference: Standard Specifications
- If applicable, prime contractor must submit form CEM-2403(F), *Disadvantaged Business Enterprise (DBE), Certification Status Change*, and/or CEM-2404(F), *Monthly DBE/UDBE Trucking Verification*. Failure to submit this report will result in a progress payment withhold. Withholds will be released on the next progress payment after compliance.
Reference: Standard Specifications

EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

- Contractor must comply with the nondiscrimination requirements provided in the contract.
- EEO requirements are applicable to all federal-aid construction contracts and to all subcontracts of \$10,000 or more.
Reference: Standard Specifications
- Contractor will permit interviews of employees and owner-operators on the project during working hours.
- Contractor's EEO Officer must be identified in posted policy.
Name of Company EEO Officer:
- The prime contractor is required to submit form, *Federal-Aid Highway Construction Contractors Annual EEO Report*, for themselves and lower-tier subcontractors with subcontracts for more than \$10,000 if work is performed the last full week of July. Failure to submit the forms by August 15th will result in a progress payment withhold. Withholds will be released on the next progress payment after compliance.
Reference: Standard Specifications
- Caltrans provides contractor employees a *Discrimination Complaint Procedures* brochure (DFEH-151) upon receipt of an EEO complaint.

TRUCKING

- Are the trucking items/materials coming from a commercial source? Yes No
- ⇒ Was the commercial source established prior to bid opening? Yes No
- Who will pick up or deliver items/material?
- ⇒ Will there be stockpile/stockpiles for this project? Yes No
- If so, list stockpile location/locations:

ADDITIONAL CONTRACT INFORMATION

- Will there be Plant Establishment on this project? Yes No
- ⇒ Start Date:
- *NOTE: The subtrade Plumber: Landscape Tradesman classification may not be used in some counties.
- Are there any lane closure restrictions that prevent the prime contractor or any subcontractors from working a normal work week? Yes No
- ⇒ Special/Night Shifts: Yes No
- ⇒ Multiple Shifts: Yes No
- ⇒ Weekends: Yes No
- ⇒ Shift differential rates must be paid for classifications with a shift determination.
- Caltrans Labor Compliance routinely conducts audits of contractor and subcontractor payroll records as indicated in the contract provisions.

Project Start Date:

I acknowledge that I have been informed and am aware of the Caltrans Public Works requirements listed above and that I am authorized to make this certification.

PRIME CONTRACTOR'S SIGNATURE BELOW

PHYSICAL ADDRESS

Print Name & Title

Date

 Signature (If joint venture, make sure both sign)

PAYROLL CONTACT NAME, EMAIL ADDRESS AND FAX NUMBER
(to receive Labor Compliance Letters/Notices)

Print Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Fax Number: _____

ADDITIONAL LABOR COMPLIANCE INFORMATION/SUBSISTENCE INFORMATION:

PROPOSAL SECTION

Contractor's Check-Off List:

1. Complete **Bidder's Information Sheet**..... 1
2. Complete **Bid Proposal Sheet** 4
3. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond) 9
4. Complete **Principal(s) and Title(s) Sheet** 11
5. Complete **State Contractor's License No. and Department of Industrial Relations Registration No.** 12
6. Complete **Subcontractor List Sheets** 13
7. Complete **Certification of Intent Sheet** 18
8. **Equal Employment Opportunity Sheets:**
 - i. Complete **Questionnaire for Bidder Sheet** 19
 - ii. Complete **Contractor Report Form** 22
9. Complete **Equal Benefits Compliance Declaration Form** 28
10. Complete **Employee Jury Service Compliance Declaration Form** 32
11. Complete **Non-Collusion Declaration Form** 32
12. Complete **Equal Employment Opportunity Certification (Federal Requirement)** 34
13. Complete **Public Contract Code Section 10285.1 Statement** 35
14. Complete **Public Contract Code Section 10162 Questionnaire** 36
15. Complete **Debarment And Suspension Certification** 39
16. Complete **Disclosure of Lobbying Activities** 40
17. Complete the following **DBE Forms:**
 - i. **Construction Contract DBE Commitment – Exhibit 15-G**
 - ii. **Proposer/Contractor Good Faith Efforts – Exhibit 15-H**
(*Note: Exhibit 15-H may be submitted with the bid but shall be submitted no later than 4 p.m. on the 4th business day after bid opening.*)
 - iii. **Bidder's List of Subcontractor (DBE and Non-DBE) – Exhibit 12-B**

**PROPOSAL TO THE COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

**BROADMOOR SAFE ROUTES TO SCHOOL
PEDESTRIAN IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050**

FEDERAL-AID PROJECT NO. STPL-5935 (087)

NAME OF BIDDER: _____
STREET ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE NUMBER: (_____) _____
FAX NUMBER: (_____) _____
EMAIL FOR OFFICIAL NOTIFICATIONS: _____

The work for which this proposal is submitted is for construction in accordance with the Special Provisions and Agreement annexed hereto, the project plans described below, and the Department of Transportation Standard Plans, Revised Standard Plans, Standard Specifications, Revised Standard Specifications, 2018 edition, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

<https://www.smchealth.org/health-orders-updates>

LOCATION OF WORK

The work will be done in accordance with the Special Provisions and Agreement annexed hereto, and in accordance with the Standard Specifications of the County of San Mateo.

The location and details of said work are further shown on the Plans titled **“Broadmoor Safe Routes to School Pedestrian Improvements Project,”** File E5050 in the Department of Public Works.

**TO THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

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 and Specifications therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of San Mateo, 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 accept in full payment therefor the following unit prices, to wit:

PROPOSAL TO THE COUNTY OF SAN MATEO

**BROADMOOR SAFE ROUTES TO SCHOOL
PEDESTRIAN IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050**

FEDERAL-AID PROJECT NO. STPL-5935 (087)

NOTICE TO CONTRACTORS:

THE FOLLOWING FORMS MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID:

- 1. Construction Contract DBE Commitment, Exhibit 15-G**
- 2. Proposer/Contractor Good Faith Efforts, Exhibit 15-H**
- 3. Bidder's List of Subcontractors (DBE and Non-DBE), Exhibit 12-B**

FAILURE TO COMPLETE AND SUBMIT THE REQUIRED FORMS SHALL BE CONSIDERED AS REASON FOR DISQUALIFICATION FROM BIDDING.

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	11	1	LS	Mobilization	\$	\$
2	12	1	LS	Maintaining Traffic	\$	\$
3	13	1	LS	Water Pollution Control	\$	\$
4	14	1	LS	Construction Waste Management	\$	\$
5	15-1	4	EA	North San Mateo County Sanitation District – Adjust Sanitary Sewer Manhole to Grade (ALT) (Non-Participating)	\$	\$
6	15-1	1	EA	Adjust Storm Drain Manhole to Grade	\$	\$

Continued on Next Page

*Broadmoor Safe Routes to School Project
Engineer's Estimate – Continued from Previous Page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
7	15-2	5	EA	Modify Drainage Inlets to Manholes	\$	\$
8	15-3	8	EA	California Water Service Company – Adjust Water Valve Box to Grade (ALT) (Non-Participating)	\$	\$
9	15-4	2	EA	Adjust Monument Box Covers to Grade	\$	\$
10	15-5	1	LS	Remove Pavement Markers, Traffic Stripes, and Pavement Markings	\$	\$
11	15-6	250	SY	Remove Portland Cement Concrete	\$	\$
12	15-7	10	EA	Pothole and Protect Existing Utilities	\$	\$
13	17	1	LS	Clearing and Grubbing	\$	\$
14	19-1	55	CY	Roadway Excavation	\$	\$
15	26	78	CY	Aggregate Base (Class 2)	\$	\$
16	37	19,000	SY	Slurry Seal	\$	\$
17	37-1	1	LS	Crack Seal	\$	\$
18	39	15	TON	Asphalt Concrete (Type A HMA, 1/2" Maximum, Medium Grading)	\$	\$
19	39-3	980	SY	Grind and Overlay 3" Asphalt Concrete Pavement	\$	\$
20	39-4	56	SY	Place Asphalt Concrete (Raised Crosswalk)	\$	\$
21	51-1	10	CY	Class 2 Concrete (Minor Structures)	\$	\$

Continued on Next Page

*Broadmoor Safe Routes to School Project
Engineer's Estimate – Continued from Previous Page*

Item	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
22	51-3	55	CY	Class 3 Concrete	\$	\$
23	51-4	13	EA	Install New Curb Ramps	\$	\$
24	51-5	320	SF	Detectable Warning Surfaces	\$	\$
25	56-1	2	EA	Install New Roadside Sign	\$	\$
26	56-2	11	EA	Remove and Reset Existing Roadside Signs	\$	\$
27	64	125	LF	12" HDPE Storm Drain Pipe	\$	\$
28	64	16	LF	24" HDPE Storm Drain Pipe	\$	\$
29	81	26	EA	Delineators	\$	\$
30	84-1	300	SF	Thermoplastic Pavement Markings and Legends (White)	\$	\$
31	84-1	2,650	SF	Thermoplastic Pavement Markings and Legends (Yellow)	\$	\$
32	84-1	12,500	LF	Thermoplastic Traffic Striping, 6" White	\$	\$
33	84-1	7,000	LF	Thermoplastic Traffic Striping, 6" Yellow	\$	\$
34	85	550	EA	Pavement Markers, Type D, Two-way Yellow Retroreflective	\$	\$

Continued on Next Page

*Broadmoor Safe Routes to School Project
Engineer's Estimate – Continued from Previous Page*

Item	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
35	85	8	EA	Pavement Markers, Blue Retroreflective Fire Hydrant Marker	\$	\$
36	86	540	LF	Furnish and Install 3" PVC Conduit	\$	\$
37	86	2	EA	Furnish and Install Type 332L with Battery Backup System Cabinet and Foundation	\$	\$
38	86	2	EA	Furnish and Install Model 2070 Traffic Signal Controller	\$	\$
39	86	1	EA	Furnish and Install Type II Service Enclosure	\$	\$
40	86	1	EA	Furnish and Install Type III Service Enclosure	\$	\$
41	86	2	EA	Furnish and Install Type 15TS Pole Assembly	\$	\$
42	86	13	EA	Furnish and Install Type 1-B Pole Assembly	\$	\$
43	86	2	EA	Furnish and Install No. 6 Pull Box	\$	\$
44	86	16	EA	Furnish and Install No. 5 Pull Box	\$	\$
45	86	24	EA	Furnish and Install Type A Loop Detectors	\$	\$
46	86	8	EA	Furnish and Install Type D Loop Detectors	\$	\$
47	86	20,065	LF	Furnish and Install Traffic Signal Conductors	\$	\$
48	86	6	EA	Remove and Dispose of Existing Traffic Signal Pole and Foundation	\$	\$

Continued on Next Page

*Broadmoor Safe Routes to School Project
Engineer's Estimate – Continued from Previous Page*

Item	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
49	86	1	EA	Remove and Dispose Existing Type III Service Enclosure and Foundation	\$	\$
50	86	1	EA	Furnish and Install Temporary Signal Pole	\$	\$
51	88	1	LS	RRFB Assembly System	\$	\$
52	100	1	LS	Construction Staking	\$	\$
53(R)	101	9	EA	Inlet Trash Capture Device	\$	\$
TOTAL						\$

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.
(R) Revocable Item. See Special Provision section for additional information.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

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

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus

obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, 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 become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- Cash
- A Cashier's Check (made payable to the "County of San Mateo")
- A Certified Check (made payable to the "County of San Mateo")
- A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo") in the amount equal to at least ten percent (10%) of the total bid.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

PROVISIONS OF LABOR CODE

The Contractor shall be required to comply with all the payroll and apprenticeship provisions of Chapter 1, Division 2, Section 1776 and 1777.5 of the California Labor Code.

**BIDDER'S FINANCIAL RESPONSIBILITY
TECHNICAL ABILITY & EXPERIENCE**

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

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

(Name of Corporation, Co-partnership, Individual)	
(Name and Title)	(Name and Title)
(Name and Title)	(Name and Title)
(Authorized Signature of Bidder)	(Authorized Signature of Bidder)

***(NOTICE:** If the Bidder is a corporation, the legal name of the corporation and the names of the president, secretary, treasurer, and manager thereof shall be set forth together with the signature of the officer or officers authorized to sign Contracts in behalf of the corporation; if the Bidder is a co-partnership, the true name of the firm and the names of the principal partners shall be set forth together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and, if the Bidder is an individual, his full name shall be set forth and his signature shall be as the authorized officer. If the signature is by an agent, other than by an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.)

Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents.

The undersigned is licensed by the Contractor's State License Board of the State of California to perform the work hereinafter described, which State Contractor's License No. is:

State Contractor's License No.: _____
(Expires: _____)

Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Department of Industrial Relations Registration No.: _____
(Expires: _____)

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address and telephone number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 5-1.13, "Subcontracting", of the Standard Specifications.

SUBCONTRACTORS

1. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

2. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

3. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

4. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

SUBCONTRACTORS

(Continued)

5. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (_____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____
6. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (_____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____
7. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (_____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____
8. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (_____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____
9. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (_____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____
10. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (_____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION) PROGRAM**

CONTRACT COMPLIANCE PROGRAM

The purpose of the **Contract Compliance Program** is two-fold:

1. **To prohibit and eliminate employment discrimination; and**
2. **To further the opportunities for minority persons to be gainfully employed in County construction contracts.**

The program requires equal employment opportunity efforts by Contractors to employ minority workers on the County's construction projects. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. The Contractor will take equal employment opportunity actions to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex; with the goal that the ethnic composition of the Contractor's work force will approximate the ethnic composition of the population of San Mateo County. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training.

The **San Mateo County Equal Employment Opportunity Program** requires the Contractor to make two certifications. The first assures compliance with laws prohibiting discrimination. The second concerns the intent to develop and implement an equal employment opportunity program.

The Contractor is further required to:

1. Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement: "**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;
2. Permit access by County and State compliance officials to his employment records; and
3. File monthly reports on prescribed forms:
 - A. **Monthly Manpower-Utilization Report**

- B. **Weekly payroll Form WH-347** (which form can be found on the U.S. Department of Labor, Wage & Hour Division website, which website is addressed as <http://www.dir.ca.gov/dlsr/PWD/Northern.html>)
- C. **Statement of Compliance** (which form is on the back of payroll form WH-347 or separate form WH-348, as requested by the County's contract compliance representative)
- D. Assign an equal opportunity officer full time or as additional duty.

Union employees are to be recruited according to applicable labor agreements. If non-union employees are recruited for the project, the Contractor shall make use of minority-oriented news media and referral sources. The Contractor shall inform all subcontractors hired by him on the project(s) of their obligations under this program; and Contractor **will be responsible for the compliance with these regulations by his subcontractors.**

For failure to comply with the non-discrimination section, the Contractor is subject to a penalty of **two percent (2%) of the total amount payable for each working day during which he was found to be in non-compliance, or the cancellation of the contract in part or whole.**

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, Redwood City, CA, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

CERTIFICATION OF INTENT

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

Signature and Title of Authorized Representative or Bidder

Date

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

QUESTIONNAIRE FOR BIDDER

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID.

PROJECT: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

1. _____ Yes _____ No Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.50** of the San Mateo County Ordinance Code?

2. _____ Yes _____ No Does your employment advertising state that you are an Equal Opportunity Employer?

3. _____ Yes _____ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?

4. _____ Yes _____ No Were any employees hired by means other than the union hiring hall in the past year?

How many? _____

What positions? _____

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

6. How many apprentices do you employ? _____

How many of these are minorities? _____

7. _____ Yes _____ No Do you have a program for upgrading and counseling present employees?

Describe: _____

8. _____ Yes _____ No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups _____

9. What percentage of your work force is covered by union agreement? _____

10. _____ Yes _____ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. _____ Yes _____ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM
(To Be Submitted with Original Bid)**

PROJECT: _____ DATE: _____

NAME OF BIDDER: _____

NAME OF PERSON SUBMITTING REPORT: _____

RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

Minority Employees										
Job Classification	Total (All Employee s)	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispani c or Latino (1)	Other (2)	Unidentifie d (3)
Total (s)										

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.
 (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.
 (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**SECTION III-A. GENERAL EQUAL EMPLOYMENT
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026**CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

Chapter 2.84 CONTRACTS – EQUAL BENEFITS**2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
(Ord. 4324, 08/15/06)

2.84.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Executive Officer may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Executive Officer.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Executive Officer, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

2.84.040 Powers and duties of the County Executive Officer.

The County Executive Officer's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.

(b) Receive notification from employees of contractors regarding violations of this chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.
3. Liquidated damages in the amount of \$2,500.

(d) Examine contractors' benefit programs covered by this chapter;

- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.84.050 Date of Application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

Section 2. Severability – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
 (To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

Does the Contractor provide benefits to spouses of employees? _____ Yes _____

_____ No

*If the answer to one or both of the above is no, please skip to Section IV. *

III Equal Benefits Compliance (Check One) Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.84, to its employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits. No, the Contractor does not comply. *(NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before July 1, 2001. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*The Contractor is under a collective bargaining agreement which began **on or before July 1, 2001** and expires on _____ (date). (Section 2.84.050)**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20__ at _____, _____.
(City) (State)_____
Signature_____
Name (Please Print)_____
Title_____
Contractor Tax Identification Number

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269
CHAPTER 2.85**

ORDINANCE NO 04269

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2,
ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS
TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE

2.85.010 Definitions

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Executive Officer, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor jury service policy

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Executive Officer.
- (e) The County Executive Officer may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 Powers and duties of the County Executive Officer

The County Executive Officer's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
 - (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of non-compliance;

- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

THIS FORM SHALL BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

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 _____ [Date], at _____ [City], _____ [State].

“Contractor”

(Print)

(Signature)

(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 10285.1 STATEMENT

In conformance 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.

Notes:

- (1) 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.
- (2) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

Notes:

- (1) 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.
- (2) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

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

To the COUNTY of SAN MATEO, *DEPARTMENT OF PUBLIC WORKS*.

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

Notes:

- (1) The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.
- (2) 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 judgement 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:

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

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite 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 sub-recipients shall certify and disclose accordingly.

Notes:

- (1) The above Non-Lobbying Certification for Federal-Aid Contracts is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
- (2) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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	\$ 0.00
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____			0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 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 _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

X		
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
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			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:

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must 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>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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 & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
					DIR Reg Number				
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		
NAME								< \$1 million	
								< \$5 million	
City, State								< \$10 million	
								< \$15 million	
							Age of Firm In years		

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	
NAME							< \$1 million	
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							Age of Firm In years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and _____, hereinafter called the "Contractor,"

W I T N E S S E T H:

THAT, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. Services to be performed by Contractor: The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Public Works of the County of San Mateo, hereinafter called "Engineer," for the project

BROADMOOR SAFE ROUTES TO SCHOOL PEDESTRIAN IMPROVEMENTS PROJECT

**TOTAL PROJECT APPROXIMATELY 1.25 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW940
PROJECT FILE NO. E5050**

FEDERAL-AID PROJECT NO. STPL-5935 (087)

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

II. Payments: The Contractor will receive and accept and the County will

pay the prices specified in the Contractor's Proposal, dated _____, 2022, on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

III. Term: Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

Forty (40) WORKING DAYS

from the date of commencement of the work, which commencement shall be within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Engineer.

IV. Termination: This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

V. Relationship of Parties: Contractor agrees and understands that the work/services performed under this Agreement are performed as independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

VI. Merger Clause: This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, 2018 edition, and are on file with the County Executive Officer/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

VII. Surety Bonds: The performance of this Contract is secured by a “Payment” Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a “Performance” Surety Bond in the sum of one hundred percent (100%) of the Contract bid. “Payment” and “Performance” Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

VIII. Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions

before commencing the performance of the work of this Contract.”

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the “X, C and U” exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, City of Daly City, North San Mateo County Sanitation District, California Water Service Company, and their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, City of Daly City, North San Mateo County Sanitation District, California Water Service Company, and their officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, City of Daly City, North San Mateo County Sanitation District, California Water Service Company, and their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

Such statements, mentioned above, shall be included on a separate

endorsement to be submitted to the County with the Certificate of Insurance.

Such insurance shall include:

1) Comprehensive General Liability \$1,000,000

2) Motor Vehicle Liability Insurance \$1,000,000

C. In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or subcontractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

D. Hold Harmless

The Contractor's attention is directed to Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, City of Daly City, North San Mateo County Sanitation District, California Water Service Company, and their officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo, City of Daly City, North San Mateo County Sanitation District, and California Water Service Company.

The provisions of Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description,

brought for, or on account of:

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or
3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
4. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

E. Compensation

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at Contractor's own expense and County shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

F. Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract

as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

X. California Labor Code: The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California limiting the hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1776 and 1777.5 of the California Labor Code.

XI. Non-Discrimination and Other Requirements:**a. General Non-discrimination:**

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance:

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days

such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to:

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation; and/or
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this paragraph, the County Executive Officer shall have the authority to:

- i) Examine Contractor's employment records with respect to compliance with this paragraph;
- ii) Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Executive Officer the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its

response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

XII. Compliance with County Employee Jury Service Ordinance:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

XIII. Termination of Agreement: The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed

on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

XIV. Compliance with Laws: The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Controlling Law: The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

XV. Contract Assignability: Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County. .

XVI. COVID-19: This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

Although this Project is proceeding as an Essential Infrastructure Project as determined by the County Board of Supervisors/County Executive Officer, this determination could change in the future based on Health Orders issued by the San Mateo County Health Officer or State of California, or future determinations of the County Board of Supervisors/County Executive Officer. Should future Health Orders or the County Board of Supervisors/County Executive Officer directives preclude the Project from proceeding as scheduled, the County reserves the right to:

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**
- The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Executive Officer.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the

County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

<https://www.smchealth.org/post/health-officer-statements-and-orders>

XVII. Contract Materials: The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

XVIII. Retention of Records, Right to Monitor and Audit:

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and

local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

XIX. Notices: Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ann M. Stillman, Director of Public Works
 County of San Mateo
 555 County Center, 5th Floor
 Redwood City, CA 94063-1665
 Facsimile: 650-361-8220
 Email: astillman@smcgov.org

In the case of Contractor, to:

(Contractor Name)
 (Contractor Address)
 (City, State Zip)
 Facsimile:
 Email:

XX. Contract Amount and Change Orders:

A. Contract Amount

The amount payable to Contractor under the terms of this agreement is _____ DOLLARS (\$_____).

B. Change Orders

The Board of Supervisors has authorized the Director of Public Works to execute change orders to modify the scope of work provided under this agreement, and to increase the County's maximum fiscal obligation to correspond to those changes. The Board of Supervisors has directed that in the event of change orders, the County's maximum fiscal obligation shall not exceed

_____ DOLLARS (\$_____). Any payments in excess of the amount authorized by the Board of Supervisors will require additional approval of the Board of Supervisors.

XXI. Proprietary Rights and Confidentiality: The requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

XXII. Electronic Signature: Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic and Facsimile Signatures Administrative Memo (B-29). Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

“County”

COUNTY OF SAN MATEO
State of California

BY: _____
**President, Board of Supervisors
County of San Mateo**

ATTEST:

Michael Callagy, County Executive Officer/
Clerk of the Board of Supervisors

“Contractor”

Name of Contractor

BY: _____
(Authorized Signature and Seal of Bidder)