

LOCATION MAP

BENCHMARK & BASIS OF BEARINGS:

THE ELEVATIONS SHOWN HEREON WERE DERIVED FROM THE TRIMBLE VSN RTK NETWORK AND ARE BASED ON NAVD 88 ELEVATIONS. THE BEARINGS SHOWN HEREON WERE DERIVED FROM THE TRIMBLE VSN RTK NETWORK AND ARE BASED ON THE NAD 83 CALIFORNIA COORDINATE SYSTEM.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY OR UNDER THE DIRECTION OF ROBERT J. DAINS, PLS 8227 IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT ON AUGUST 9, 2021.



UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.



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Date:	8/13/2024	
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AUGUST 2024

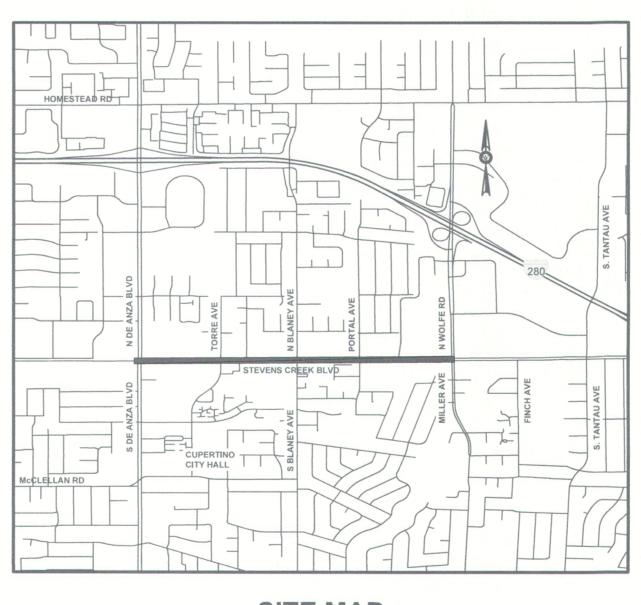
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ING THE COURSE OF CONSTRUCTIO 1 TO NORMAL WORKING HOURS, AND OR ALLEGED, IN CONNECTION WITH

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSI SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPL SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLES ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGEN



STEVENS CREEK BOULEVARD **CLASS IV BIKEWAY PHASE 2A PROJECT NO. 2022-15**



SITE MAP NOT TO SCALE

UTILITY NOTE:

THE UTILITIES EXISTING ON THE SURFACE AND SHOWN ON THIS DRAWING HAVE BEEN LOCATED BY FIELD SURVEY. ALL UNDERGROUND UTILITIES SHOWN ON THIS DRAWING ARE BASED ON RECORD INFORMATION PROVIDED. THE SURVEYOR/ENGINEER DOES NOT ASSUME RESPONSIBILITY FOR THEIR COMPLETENESS, INDICATED LOCATION, OR SIZE. RECORD UTILITY LOCATION SHOULD BE CONFIRMED BY EXPOSING THE UTILITY.

	1	1	1	1				
					PROFISIONAL	IMPROVEMENT PLANS FOR		CITY OF
					Real Road			
								CUPERTINO
						STEVENS CREEK BOULEVARD CLASS IV BIKEWAY PHASE 2A		
					× 10, 31, 155	DE ANZA BOULEVARD TO WOLFE ROAD/MILLER AVENUE	3.78	C 1
								G-I
	DESIGN	DESIGN	CITY	APPR	OF CALLFORT	TITLE SHEET	51.190	
REVISIONS	BY	DATE	APPR.	DATE	Unit	CUPERTINO CALIFORNIA		SHEET 1 OF 17
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17	B-1	CITY CONSTRUCTION BEST MANAGEMENT PRACTICES

DIRECTOR OF PUBLIC WORKS SIGNATURE CHAD MOSLEY 10/28/2024 APPROVED BY: DATE PUBLIC WORKS DIRECTOR

ABBREVIATIONS

BFPBABOLBOICBCACBXCOICMHCOICOCLECONC.COIDSDOIDWYDRI(E)EXI	CCESSIBLE PEDESTRIAN SIGNAL ACKFLOW PREVENTER OLLARD ATCH BASIN OMMUNICATION BOX OMMUNICATION MANHOLE EANOUT ONCRETE	MB MH (N) O.C. PIV PPB PTT	MAILBOX MANHOLE NEW ON CENTER POST INDICATOR VALVE PEDESTRIAN PUSH BUTTON
BOLBOICBCACBXCOICMHCOICOCLECONC.COIDSDOIDWYDRI(E)EXI	OLLARD ATCH BASIN OMMUNICATION BOX OMMUNICATION MANHOLE EANOUT	(N) O.C. PIV PPB	NEW ON CENTER POST INDICATOR VALVE
CBCACBXCOICMHCOICOCLECONC.COIDSDOIDWYDRI(E)EXI	ATCH BASIN DMMUNICATION BOX DMMUNICATION MANHOLE EANOUT	O.C. PIV PPB	ON CENTER POST INDICATOR VALVE
CBX CONC CMH CONC CONC. CONC DS DO DWY DRI (E) EXI	OMMUNICATION BOX OMMUNICATION MANHOLE EANOUT	PIV PPB	POST INDICATOR VALVE
CMHCOICOCLECONC.COIDSDO'DWYDRI(E)EXI	DMMUNICATION MANHOLE	PPB	
CO CLE CONC. CO DS DO DWY DRI (E) EXI	EANOUT		PEDESTRIAN PUSH BUTTON
CONC. COU DS DO DWY DRI (E) EXI		PTT	
DS DO' DWY DRI (E) EXI	DNCRETE		PACIFIC TELEPHONE AND TELEGRAPH
DWY DRI (E) EXI		RP	REFLECTOR POST
(E) EXI)WNSPOUT	RT	RIGHT
	RIVEWAY	SDMH	STORM DRAIN MANHOLE
	ISTING	SLBX	STREET LIGHT BOX
	ECTRIC BOX	SSBX	SANITARY SEWER BOX
FDC FIR	RE DEPARTMENT CONNECTION	SSCO	SANITARY SEWER CLEANOUT
FH FIR	RE HYDRANT	SSMH	SANITARY SEWER MANHOLE
FL FLC	OWLINE	STA	STATION
FOC FAC	CE OF CURB	ТВХ	TRAFFIC BOX
FP FLA	AG POLE	TC	TOP OF CURB
GA GU	JY ANCHOR	TD	TRENCH DRAIN
GM GAS	AS METER	TG	TOP OF GRATE
GV 🛛 GAS	AS VALVE	TRS	TRANSFORMER
нма но	DT MIX ASPHALT	TSBX	TRAFFIC SIGNAL BOX
ICBX IRR	RIGATION CONTROL BOX	TSP	TRAFFIC SIGNAL POLE
INV. INV	VERT	TSP RR	TRAFFIC SIGNAL POLE RAILROAD
	INT UTILITY POLE	TYP	TYPICAL
		UBX	UTILITY BOX
LP☆ LIG	P OF GUTTER		

LEGEND

X		
		X
	— W —	

PROPERTY LINE
CENTERLINE
EASEMENT LINE
FENCE
COMMUNICATION LINE
ELECTRIC LINE
GAS LINE
SANITARY SEWER LINE
STORM DRAIN LINE
WATER LINE

• ^{12"}	TREE W/ SIZE
Ō	MANHOLE
	STORM DRAIN DROP INLET (CURB OPENING)
\forall	FIRE HYDRANT
പ	JOINT UTILITY POLE
¢	STREET LIGHT
-0	GUY ANCHOR
	TRUNCATED DOMES
	PRECAST CONCRETE BLOCK
	PRECAST CONCRETE END BLOCK
۲	CITY MONUMENT
	NEW CONCRETE
	NEW ASPHALT CONCRETE
*	GROUTED COBBLESTONE
	TRENCH DRAIN FRAME AND GRATE







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AUGUST 2024

CITY OF CUPERTINO GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2023), AND STANDARD PLANS (2023), AND CITY OF CUPERTINO STANDARD DETAILS 26. GEOTECHNICAL INVESTIGATION REPORT: A GEOTECHNICAL INVESTIGATION REPORT WAS NOT PREPARED UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL PERFORM THE WORK DESCRIBED IN THE TECHNICAL SPECIFICATION, AND AS SHOWN ON THE DRAWINGS, AND TO THE SATISFACTION OF THE CITY ENGINEER.
- 2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE APPROVED PLANS OR THE LATEST REVISED PLANS ARE FURNISHED TO ITS SUBCONTRACTORS, AND TO ENSURE THE LATEST APPROVED PLANS ARE ONSITE AT ALL TIMES DURING CONSTRUCTION.
- 3. THE CONTRACTOR SHALL NOTIFY THE CITY OF CUPERTINO PUBLIC WORKS INSPECTOR TWO (2) WORKING DAYS PRIOR TO REQUIRING AN INSPECTION. CALL (408) 777-3215 TO SCHEDULE PUBLIC WORKS INSPECTIONS.
- 4. CONSTRUCTION AREA TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO BEGINNING OF WORK.
- 5. THE CONTRACTOR SHALL LOCATE UNDERGROUND FACILITIES IN THE AREA OF WORK. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811 OR (800) 227-2600 TWO (2) WORKING DAYS IN ADVANCE OF ANY WORK FOR LOCATION OF THE UNDERGROUND FACILITIES.
- 6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND BACKFILLED BEFORE PLACEMENT OF THE BASE MATERIAL AND SURFACE STRUCTURES. IF UTILITIES ARE TO BE INSTALLED SUBSEQUENTLY. A WRITTEN NOTIFICATION FROM THE AFFECTED UTILITY COMPANY INDICATING ITS COMMITMENT TO BORE OR TUNNEL SHALL BE SUBMITTED TO THE CITY ENGINEER BEFORE PROCEEDING WITH THE WORK. UNDERGROUND UTILITIES. EXCEPT STORM DRAINS AND SANITARY SEWERS. SHALL NOT BE PERMITTED IN PAVEMENT AREA. WITH THE EXCEPTION OF STREET CROSSINGS, UNLESS APPROVED BY THE CITY ENGINEER.
- 7. ALL TRENCH BACKFILL, FILL AREAS, AND BASE MATERIAL SHALL ATTAIN A MINIMUM 95% RELATIVE COMPACTION. FOR TYPICAL TRENCH SECTIONS, EXCEPT FOR SANITARY SEWERS, REFER TO THE CITY STANDARD DETAILS.
- 8. UNSUITABLE MATERIAL, AS DEFINED BY CALTRANS STANDARD SPECIFICATIONS SECTION 1-1.07 "DEFINITIONS". INCLUDING TREES, ROOTS, AND FOREIGN MATTER IN EXISTING OR PROPOSED RIGHT-OF-WAY SHALL BE REMOVED TO A DEPTH OF TWO (2) FEET BELOW SUBGRADE AND DISPOSED OF PER CALTRANS STANDARDS. IN THE CASE OF LIVE TREE ROOTS FROM CITY STREET TREES, CONTRACTOR SHALL CONTACT THE CITY FOR FIELD OBSERVATION PRIOR TO REMOVING TREE ROOTS.
- 9. TRENCH PLATES IN THE TRAVELED WAY SHALL BE TRAFFIC RATED WITH A NON-SKID SURFACE, PROPERLY SECURED, TACK WELDED, AND SHALL BE RECESSED UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS.
- 10. ALL TRENCHES LOCATED WITHIN 5' OF THE EDGE OF PAVEMENT (IE. CURB, LIP OF GUTTER, EDGE OF PAVEMENT, ETC.) SHALL BE REPAVED TO THE EDGE OF PAVEMENT.
- 11. ALL NEW PAVEMENT SHALL MATCH THE EXISTING PAVEMENT SECTION. A MINIMUM PAVEMENT SECTION OF 4" HMA/8" CLASS 2 AB IS REQUIRED.
- 12. EXISTING LANDSCAPE IMPROVEMENTS, CURB AND GUTTER, SIDEWALK AND PAVEMENT THAT IS REMOVED OR DAMAGED RESULTING FROM CONSTRUCTION OPERATIONS AND IS NOT SHOWN TO BE REMOVED ON THESE PLANS SHALL BE REPLACED OR REPAIRED AS REQUIRED BY THE PROJECT INSPECTOR AT THE CONTRACTOR'S EXPENSE TO CITY OF CUPERTINO STANDARDS ..
- 13. MANHOLE FRAMES AND COVERS SHALL BE BROUGHT TO FINISH GRADE PRIOR TO FINAL ACCEPTANCE.
- 14. FIVE (5) WORKING DAYS PRIOR TO INSTALLING PERMANENT STRIPING. THE CONTRACTOR SHALL CAT TRACK THE STRIPING AND REQUEST REVIEW OF THE CAT TRACKS BY THE CITY TRAFFIC ENGINEER. THE CITY ENGINEER SHALL HAVE THE RIGHT TO MAKE CHANGES IN THE LOCATION OF THE ALIGNMENT OF TRAFFIC STRIPES. PAVEMENT MARKINGS. AND PAVEMENT MARKERS.
- 15. CONCRETE FOR USE IN ALL CONCRETE CURBS. CURB AND GUTTERS, AND SIDEWALKS SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 73 AND SECTION 90. CONCRETE SHALL CONTAIN ONE POUND OF DISPERSING BLACK MIXED WITH EACH CUBIC YARD OF CONCRETE AT THE BATCH PLANT, CONTAIN 463 LBS. OF CEMENT PER CUBIC YARD AND SHALL ATTAIN A MINIMUM STRENGTH OF 3,000 PSI IN 28 DAYS.
- 16. CONCRETE FOR USE IN CONCRETE BUS PAD SHALL CONFORM TO SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) BUS STOP PAVEMENT DETAILS AND CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 40 AND SECTION 90. CEMENTITIOUS MATERIAL SHALL BE DETERMINED PER STANDARD SPECIFICATIONS SECTION 40-1.1D(5) MIX DESIGNS AND SHALL CONTAIN ONE POUND OF DISPERSING BLACK MIXED WITH EACH CUBIC YARD AT THE BATCH PLANT.
- 17. CONCRETE FOR PRECAST CONCRETE BLOCKS SHALL ATTAIN A MINIMUM STRENGTH OF 5,000 PSI IN 28 DAYS.
- 18. DURING CONSTRUCTION OPERATIONS, TEMPORARY STREET LIGHTING SHALL BE PROVIDED AS NECESSARY TO ENSURE THE PUBLIC SAFETY. TEMPORARY STREET LIGHTS SHALL BE INSTALLED AT THE DISCRETION OF, AND TO THE SATISFACTION OF, THE DIRECTOR OF PUBLIC WORKS.
- 19. CONSTRUCTION SURVEY STAKES OR MARKS (CONTROL STAKES) TO ESTABLISH LINES AND GRADES SHALL BE SET BY THE CONTRACTOR'S SURVEYOR OR ENGINEER.
- 20. NOTIFY THE CITY INSPECTOR TWO (2) WORKING DAYS IN ADVANCE OF REQUIRING SERVICES FOR CHECKING FIELD STAKING. THREE (3) COPIES OF THE CUT SHEETS SHALL BE FURNISHED TO THE CITY INSPECTOR.
- 21. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND ENSURING THE AREA ADJACENT TO THE WORK IS LEFT IN A CLEAN CONDITION.
- 22. CONTRACTOR SHALL REVIEW CITY DETAIL 6-4 ON TREE PROTECTION PRIOR TO ACCOMPLISHING ANY WORK OR REMOVING ANY TREES.
- 23. UTILIZE BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD, FOR ANY ACTIVITY, WHICH DISTURBS THE SOIL.
- 24. WHERE REMOVAL AND REPLACEMENT OF CURBS, CURB AND GUTTERS, CURB RAMPS, SIDEWALKS, OR DRAINAGE INLETS ARE PROPOSED, INSTALL 1.5' WIDE 12" THICK FULL DEPTH AC DEEP LIFT ADJACENT TO NEW IMPROVEMENT.
- 25. CONTRACTOR SHALL TRIM EXISTING TREES/BUSHES/SHRUBS AS NECESSARY SO THAT NO LANDSCAPING OVERHANGS BIKE LANES OR SIDEWALK.

- SHOWN ON THESES PLANS.
- FAULTY MATERIALS AND/OR WORKMANSHIP.

- FOR ADDITIONAL INFORMATION).
- REQUIREMENTS.
- BUSINESSES.
- ADVANCE IN WRITING FROM THE CITY.
- (ADA) FOR ALL AFFECTED PAVEMENT AND SIDEWALK FEATURES.
- REMOVAL.
- FENCING, MAIL BOXES, SIGNS, ETC.
- FOUNDATIONS RELATING TO THE JOB
- SAFETY DEVICES.
- EXPANSION, ETC.) PER CITY STANDARDS
- CONFIRMED BY THE CITY PRIOR TO INSTALLATION.

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IMPROVEMENT PLANS FOR

STEVENS CREEK BOULEVARD CLASS IV BIKEWAY PHASE 2A DE ANZA BOULEVARD TO WOLFE ROAD/MILLER AVENUE **GENERAL NOTES, ABBREVIATIONS & LEGEND** CUPERTINO CALIFORNIA

FOR THIS PROJECT. (FOR CITY RECORD DOCUMENT INFORMATION REFER TO TECHNICAL SPECIFICATIONS, SECTION 31 20 00 - EARTHWORK, "SUMMARY - REFERENCES.")

27. CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK

28. IT SHALL BE THE RESPONSIBILITY OF THE VARIOUS CONTRACTORS TO COORDINATE THEIR WORK SO AS TO ELIMINATE CONFLICTS AND WORK TOWARDS THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT

29. ALL WORKMANSHIP AND MATERIALS FURNISHED BY THE CONTRACTOR SHALL BE THE KIND AND QUALITY DESCRIBED IN THE TECHNICAL SPECIFICATIONS AND SHALL BE FIRST CLASS THROUGHOUT. NEITHER FINAL ACCEPTANCE NOR FINAL PAYMENT BY THE CITY SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR

30. IN THE EVENT OF ANY CONFLICT OF INFORMATION SHOWN ON THESE PLANS OR ANY CONFLICT BETWEEN THESE PLANS AND THE INTENT OF A CONSISTENT AND FUNCTIONAL PRODUCT, THE CONTRACTOR SHALL SO NOTIFY THE CITY IN WRITING, UPON WHICH NOTICE THE CITY SHALL RESOLVE THE CONFLICTS BY THE ISSUANCE OF A WRITTEN ORDER, REVISED PLANS OR BOTH. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH CONFLICTS AND PERFORMED BY CONTRACTOR PRIOR TO SUCH NOTICE TO THE CITY AND ISSUANCE OF SUCH ORDER AND/OR REVISED PLANS.

31. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING UTILITY LINES. FACILITIES, TREES, OR SURFACE IMPROVEMENTS, TO ANY EXISTING SIDEWALK, CURB AND GUTTER, STRUCTURES ON ADJACENT PRIVATE PROPERTY, SANITARY SEWER STRUCTURES AND PIPE, STORM DRAINAGE STRUCTURES AND PIPE, WATER STRUCTURES AND PIPE, TRAFFIC SIGNAL BOX, MANHOLES, OR LINES AND FACILITIES FOR UNDERGROUND ELECTRIC, GAS, TELEPHONE, CABLE TV, SANITARY, STORM, WATER, OR OTHER UTILITIES WHICH ARE TO REMAIN IN PLACE AND SHALL BEAR FULL COST AND RESPONSIBILITY FOR ANY DAMAGE THERETO. CONTRACTOR SHALL IMMEDIATELY REPORT ANY DAMAGE TO THE EXISTING FACILITIES TO THE PROJECT INSPECTOR AND APPROPRIATE MEASURES WILL BE TAKEN TO REPAIR OR REPLACE THE DAMAGED ITEM.

32. PRESERVATION OF SURVEY MONUMENTS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF EXISTING SURVEY MONUMENTS, BENCHMARKS, REFERENCE MARKS AND STAKES AS NOTED ON THE PLANS. THE CONTRACTOR SHALL REPLACE CITY MONUMENTS AND REFERENCE MARKS REMOVED DURING PERFORMANCE OF THE WORK (SEE CITY GENERAL NOTES AND THE PROJECT TECHNICAL SPECIFICATIONS

33. THE CITY SHALL BEAR NO RESPONSIBILITY FOR THE METHODS AND PROCEDURES OF WORK ESTABLISHED BY THE CONTRACTOR, JOB SITE CONDITIONS, JOB SAFETY OR CONFORMANCE WITH SAFETY PROCEDURES AND

34. CONTRACTOR SHALL PERFORM WORK WITH THE LEAST AMOUNT OF DISRUPTION TO THE RESIDENTS AND/OR

35. ACCESS FOR PEDESTRIANS, BICYCLISTS, VEHICLES SHALL BE PROVIDED AT ALL TIMES UNLESS APPROVED IN

36. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

37. IN CONFORMANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER

38. PROTECTIVE FENCING AND/OR BARRIERS SHALL BE PROVIDED WHEN NECESSARY TO PROTECT ADJACENT PROPERTIES AND ALL TREES TO BE SAVED AS NOTED ON THE PLANS. ALL TREES SHOWN TO BE REMOVED IN THE PUBLIC RIGHT OF WAY OR PUBLIC UTILITY EASEMENTS/PUBLIC SERVICE EASEMENTS SHALL BE REMOVED COMPLETELY, INCLUDING ROOTS, ROOT BALL, AND HAULED AWAY. CONTRACTORS AND OTHERS PERFORMING WORK SHALL NOT REMOVE, DISTURB OR HARM IN ANY WAY ANY TREE NOT SPECIFICALLY DESIGNATED FOR

39. ANY EXISTING LANDSCAPE IMPROVEMENTS THAT ARE REMOVED SHALL BE REPLACED IN KIND BY THE CONTRACTOR. THIS INCLUDES ITEMS SUCH AS PAVERS, PLANTS, FILTER FABRIC, SOD, DECORATIVE

40. NOTIFY CITY OF CUPERTINO TRAFFIC SIGNAL MAINTENANCE FOR INSPECTION OF TRAFFIC SIGNAL FACILITY FOUNDATION EXCAVATIONS AT (408) 777-1366. TWO (2) WORKING DAYS PRIOR TO POURING ANY SIGNAL

41. CONTRACTOR WILL EXECUTE THE WORK WHILE TRAFFIC SIGNALS ARE IN OPERATION EXCEPT FOR THE PERIODS OF PERMITTED SHUTDOWN. TRAFFIC SIGNAL SHUTDOWNS SHALL BE COORDINATED SEVEN (7) DAYS IN ADVANCE WITH CITY OF CUPERTINO TRAFFIC SIGNAL MAINTENANCE AT (408) 777-1366. CONTRACTOR WILL EMPLOY SUFFICIENT LABOR, SUPERINTENDENCE, AND EQUIPMENT AT ALL TIMES DURING SHUTDOWN AND OTHER OPERATIONAL DISRUPTIONS TO COMPLETE WORK WITHIN THE SPECIFIED PERIODS AT NO ADDITIONAL COST TO THE CITY. WHEN REQUIRED TO MINIMIZE TREATMENT PROCESS INTERRUPTIONS WHILE COMPLYING WITH SPECIFIED SEQUENCING CONSTRAINTS, CONTRACTOR WILL PROVIDE POWER, LIGHTING, CONTROLS, INSTRUMENTATION, AND

42. MATCH (E) SIDEWALK TRANSVERSE JOINT SPACING (CONSTRUCTION, CONTROL/WEAKENED PLANE, SCORE MARKS,

43. LOCATIONS OF PRECAST CONCRETE BLOCKS AND PRECAST CONCRETE END BLOCKS SHALL BE REVIEWED AND

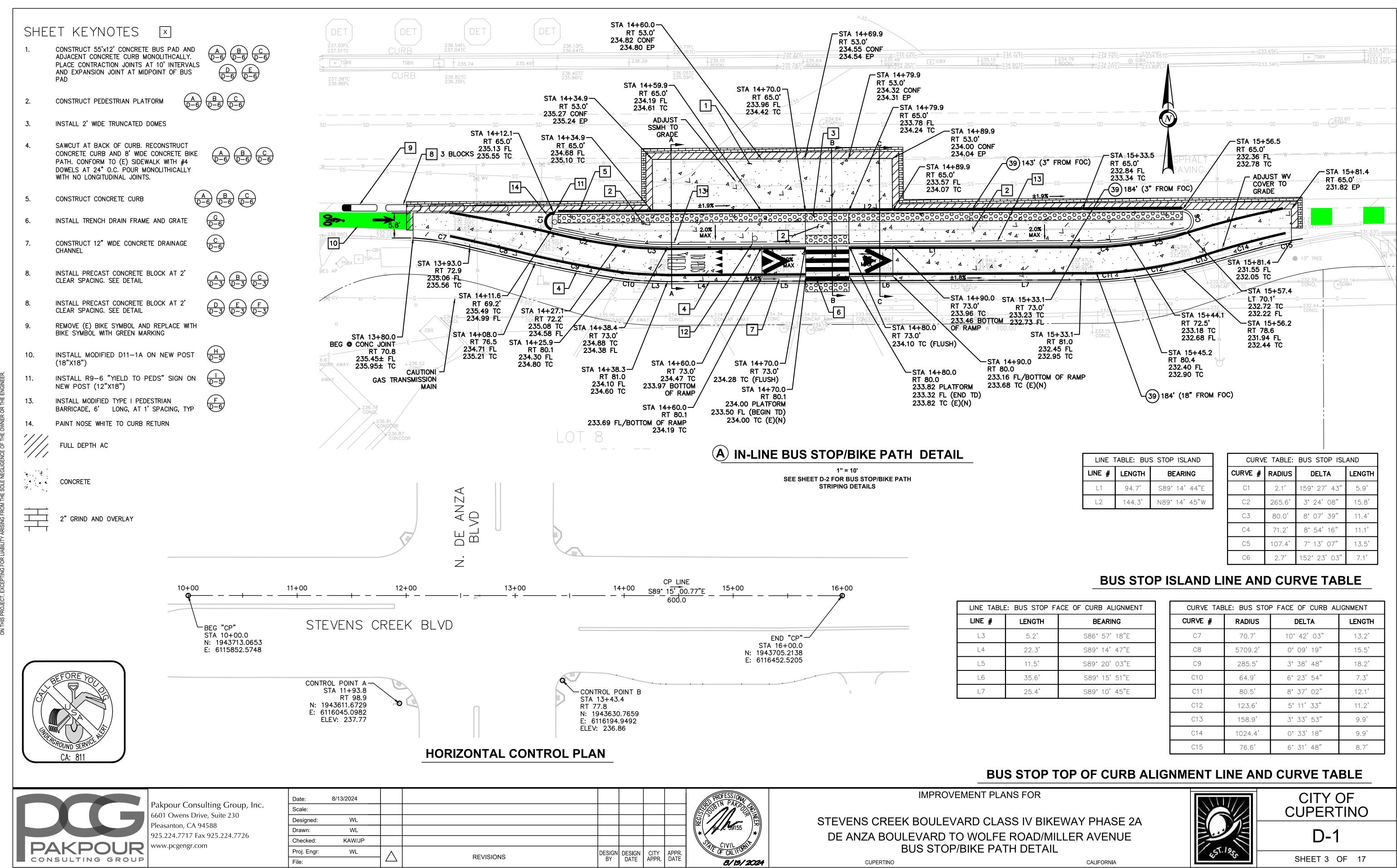


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SHEET 2 OF 17



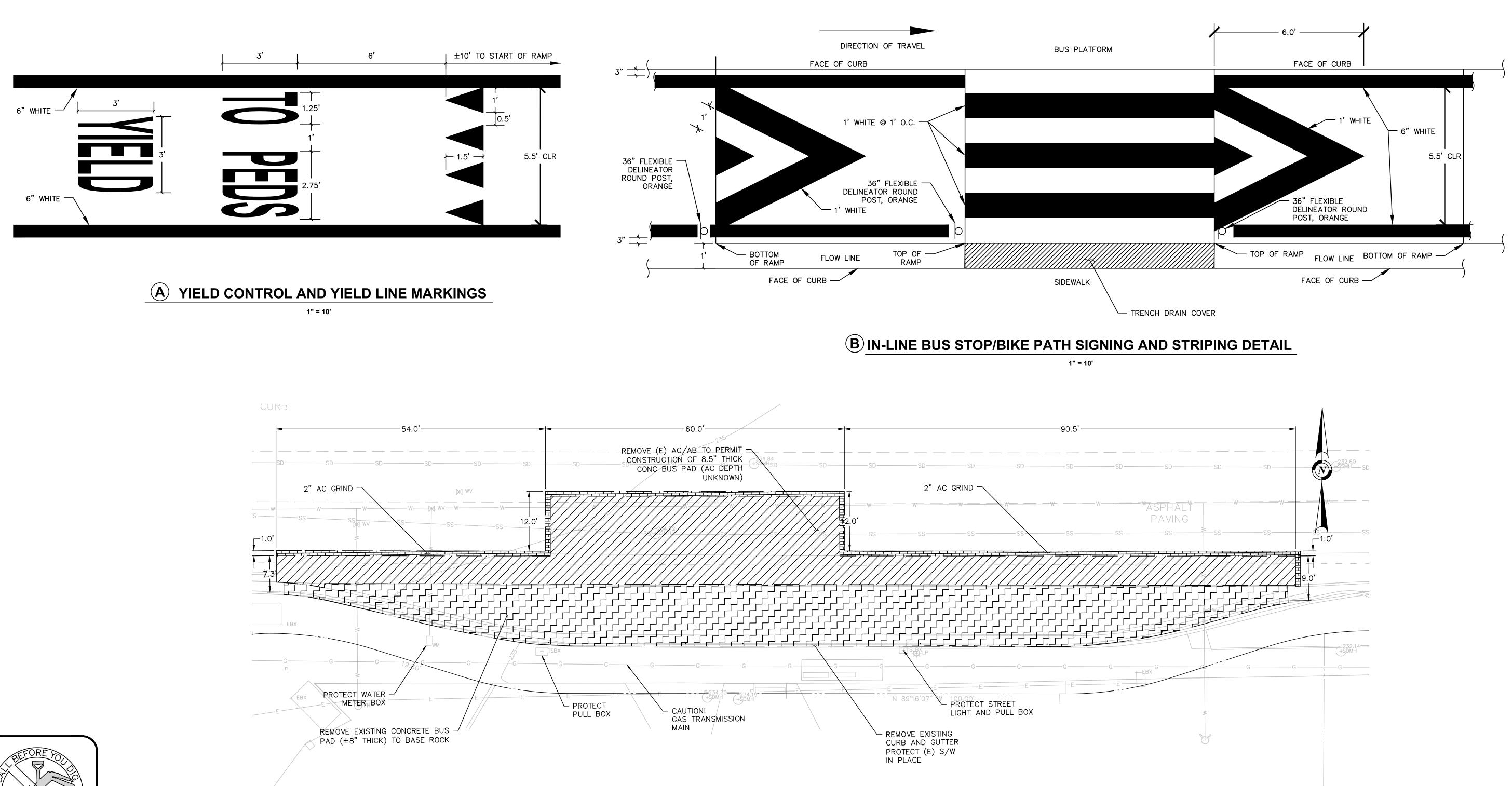
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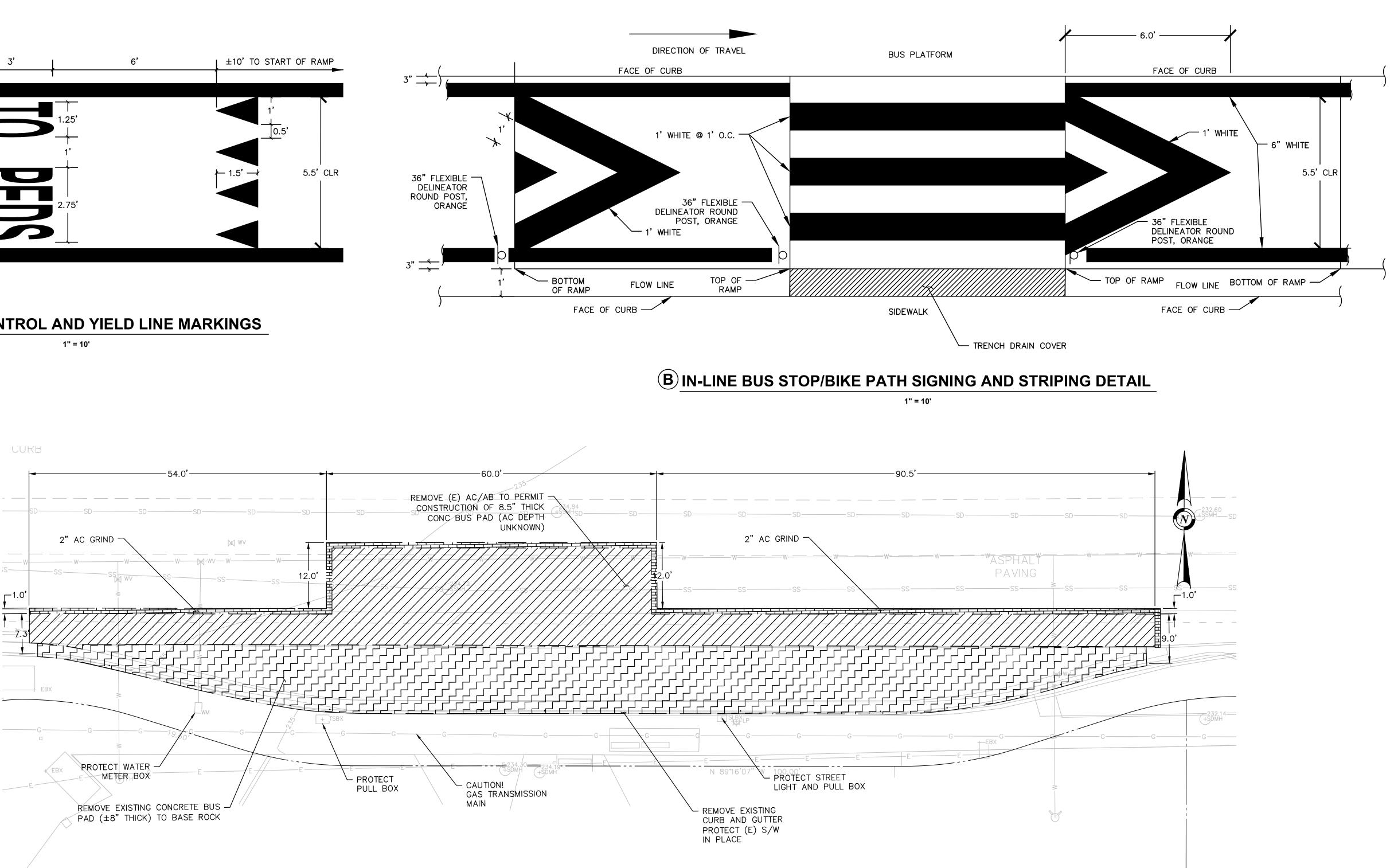
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'ISIONS	DESIGN BY	DESIGN DATE	CITY APPR.	APPR. DATE	6/ 15/ 2024	BUS STOP/BIKE PATH DE
	ļ					I

STOP FA	ACE OF CURB ALIGNMENT
этн	BEARING
2'	S86° 57' 18"E
3'	S89°14'47"E
5'	S89°20'03"E
6'	S89°15'51"E
4'	S89°10'45"E

CURVE TABLE: BUS STOP FACE OF CURB ALIGNMENT							
CURVE #	RADIUS	DELTA	LENGTH				
C7	70.7'	10°42'03"	13.2'				
C8	5709.2'	0°09'19"	15.5'				
С9	285.5'	3° 38' 48"	18.2'				
C10	64.9'	6°23'54"	7.3'				
C11	80.5'	8° 37' 02"	12.1'				
C12	123.6'	5°11'33"	11.2'				
C13	158.9'	3° 33' 53"	9.9'				
C14	1024.4'	0° 33' 18"	9.9'				
C15	76.6'	6° 31' 48"	8.7'				









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Des	signed:	WL						STEVENS CREEK BOULEVARD CLASS IV B
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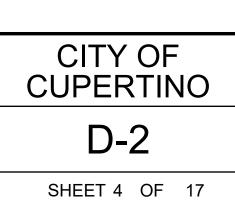
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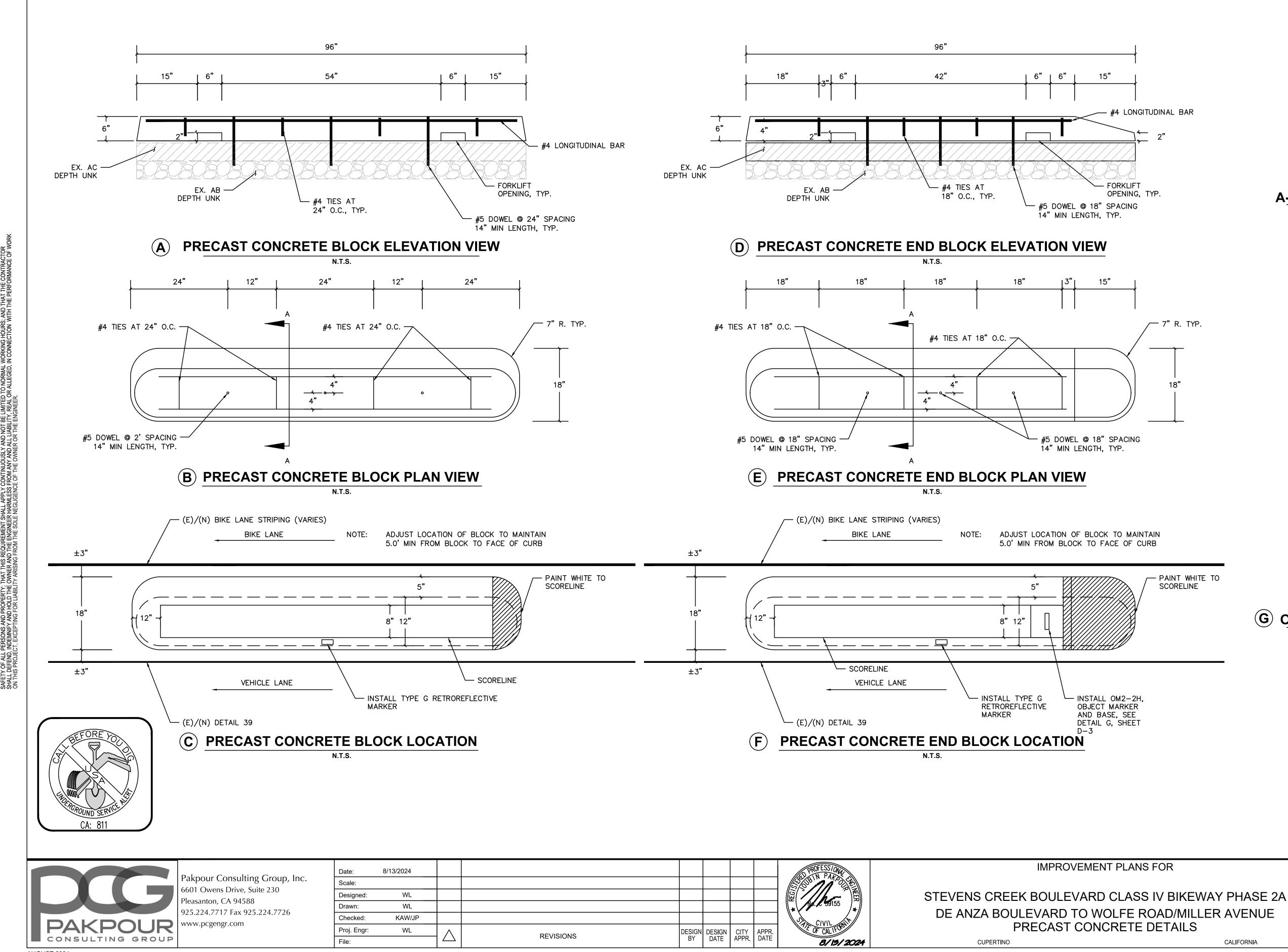
C IN-LINE BUS STOP/BIKE PATH DEMO PLAN

1'' = 10'

BIKEWAY PHASE 2A D/MILLER AVENUE TRIPING DETAIL CALIFORNIA

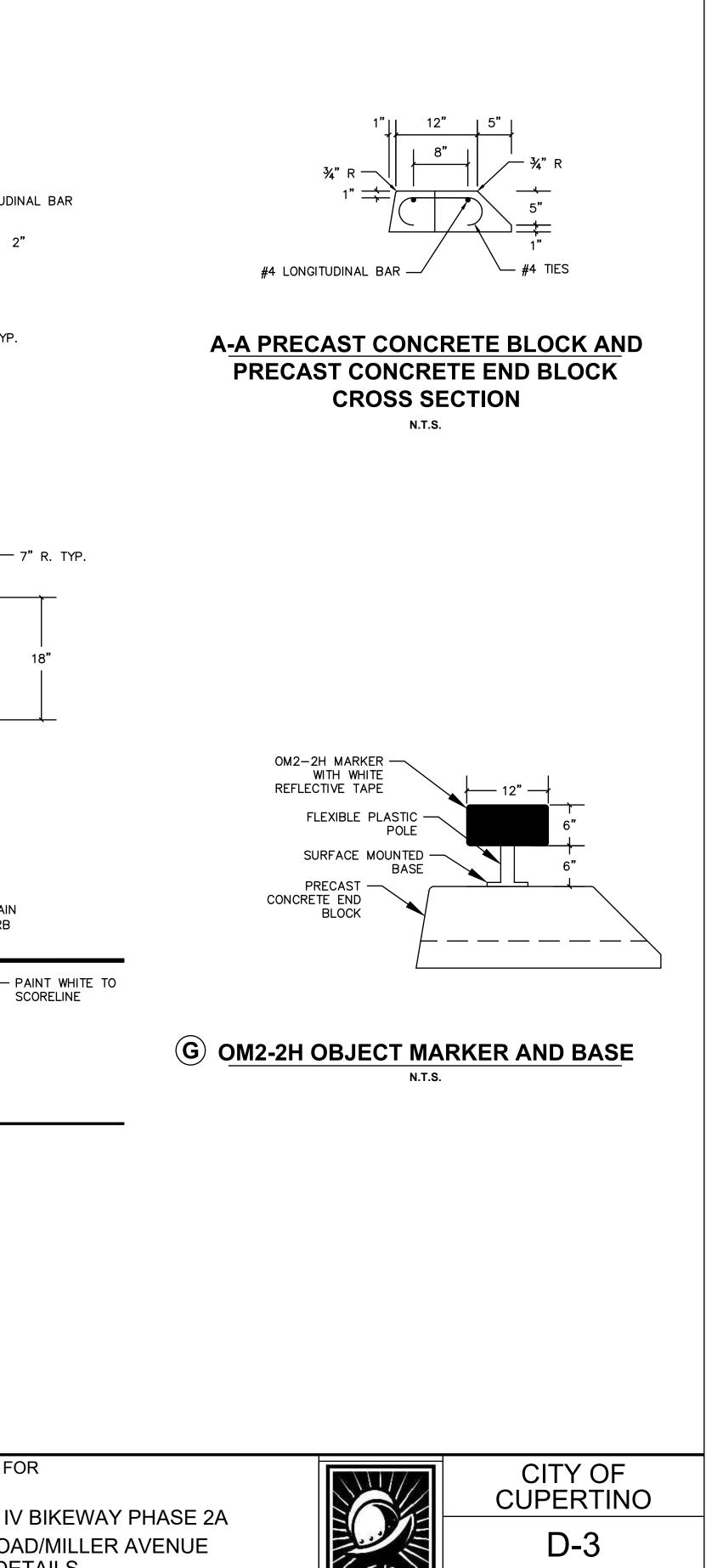






CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

AUGUST 2024



CALIFORNIA

SHEET 5 OF 17



AUGUST 2024

Pakpour Consulting Group, Inc. 6601 Owens Drive, Suite 230 Pleasanton, CA 94588 925.224.7717 Fax 925.224.7726 www.pcgengr.com

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C4. REM	OVE (E) DETAIL 39 AND DETAIL 39A OVE (E) LANE LINE PAVEMENT MARKERS TAIL 10)	10145 N DE ANZA BLVD
	ALL R3–7R "RIGHT LANE MUST TURN RIGHT" ×36") ON NEW POST	
C6. REM	OVE (E) BIKE LOOP DETECTOR MARKING	
C7. REM	OVE (E) BIKE SHARROW MARKING	
	NOTES INSTALL DETAIL PER CALTRANS STANDARD PLANS E D-4 D-4 E D-4	R=30.00''
	INSTALL TYPE III (R) ARROW	M "52,80.0 Sd
-9	INSTALL BIKE LOOP DETECTOR SYMBOL	11.0'
•	INSTALL GREEN MARKINGS	
<mark>중 →</mark>	INSTALL BIKE SYMBOL WITH GREEN MARKING	195 11.0' M/X06)
3= 》	INSTALL BIKE SHARROW WITH GREEN MARKING (5'x10')	
/	4" WHITE BIKE LANE BUFFER STRIPING AT 25' O.C.	
-	REMOVE EXISTING STRIPING	
		M "27,80.0 S

- C1

SHEET KEYNOTES

(36"x36") SIGN ON NEW POST

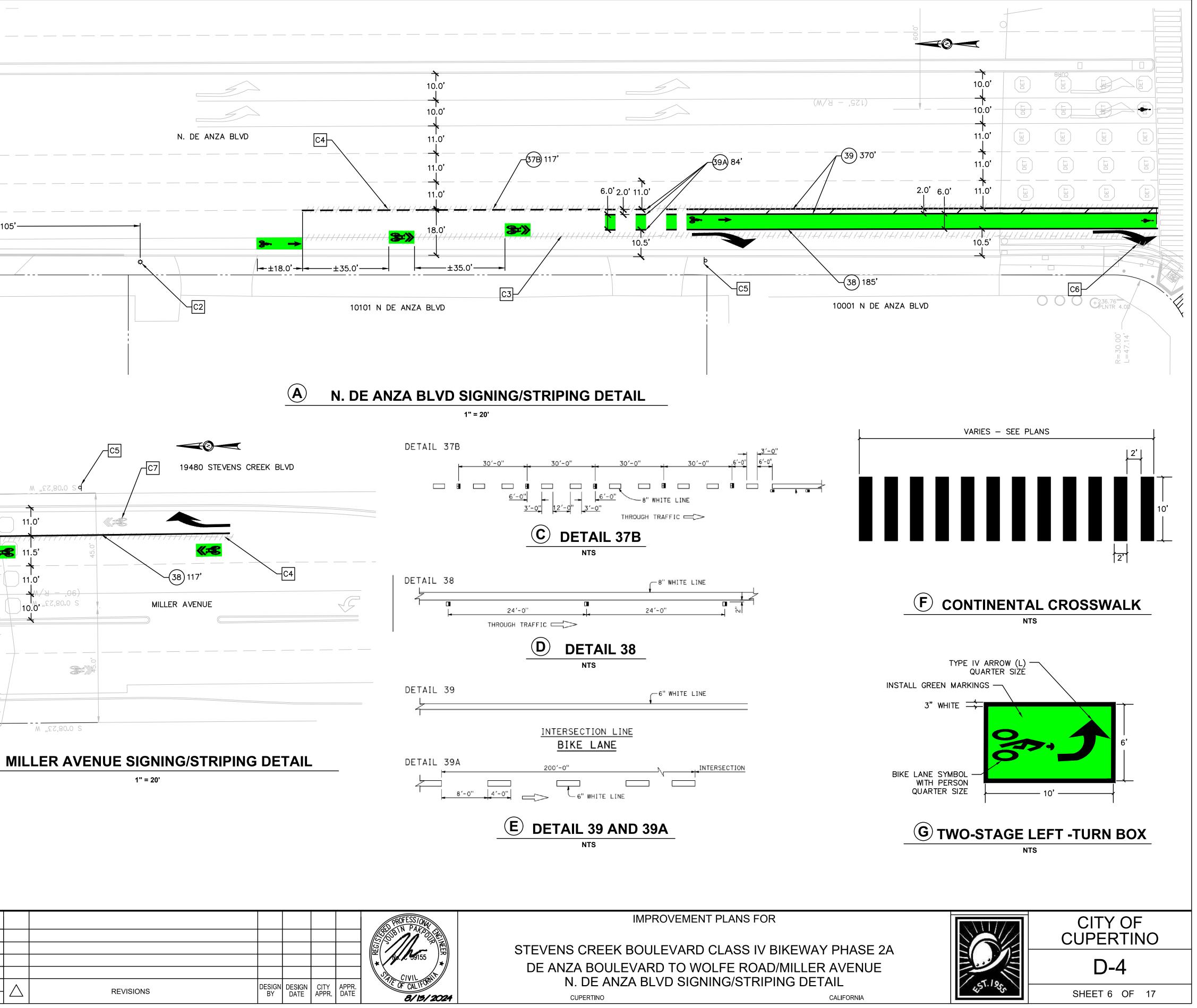
AHEAD" (36"x36") ON (E) LP

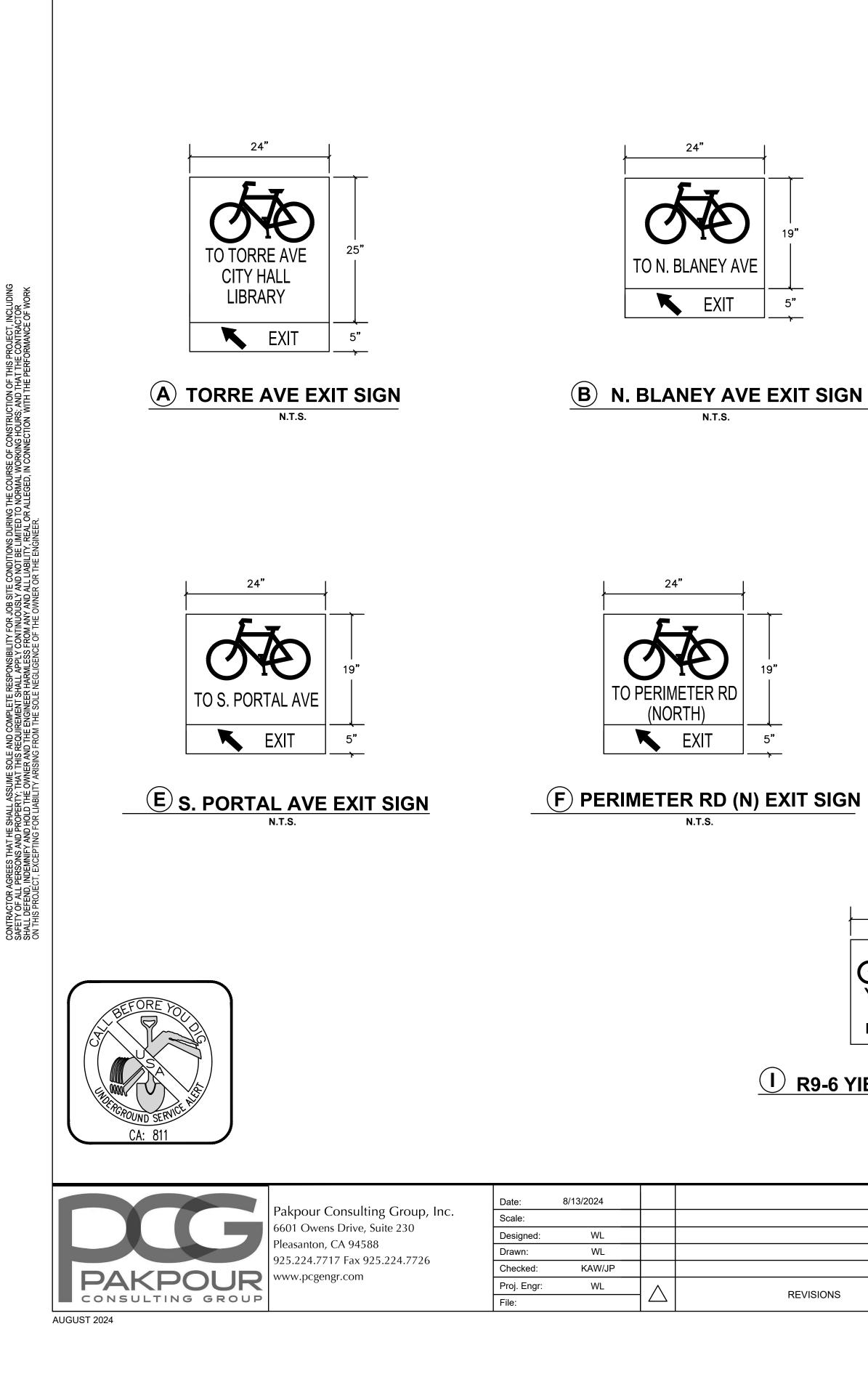
C1. INSTALL W74(CA) "THRU TRAFFIC MERGE LEFT"

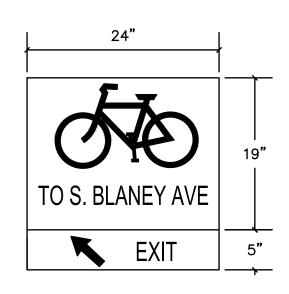
C2. INSTALL W73(CA) "RIGHT LANE TURNS RIGHT

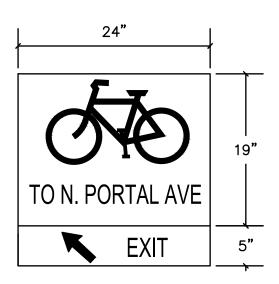
C3. REMOVE (E) DETAIL 39 AND DETAIL 39A

CIVIL NOTES



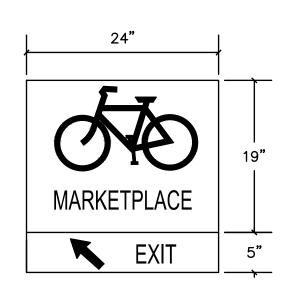






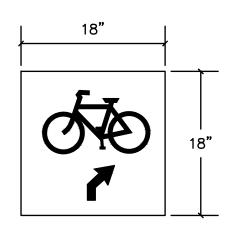
(C) S. BLANEY AVE EXIT SIGN N.T.S.

 (\mathbf{D}) N. PORTAL AVE EXIT SIGN N.T.S.

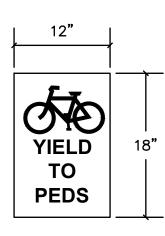






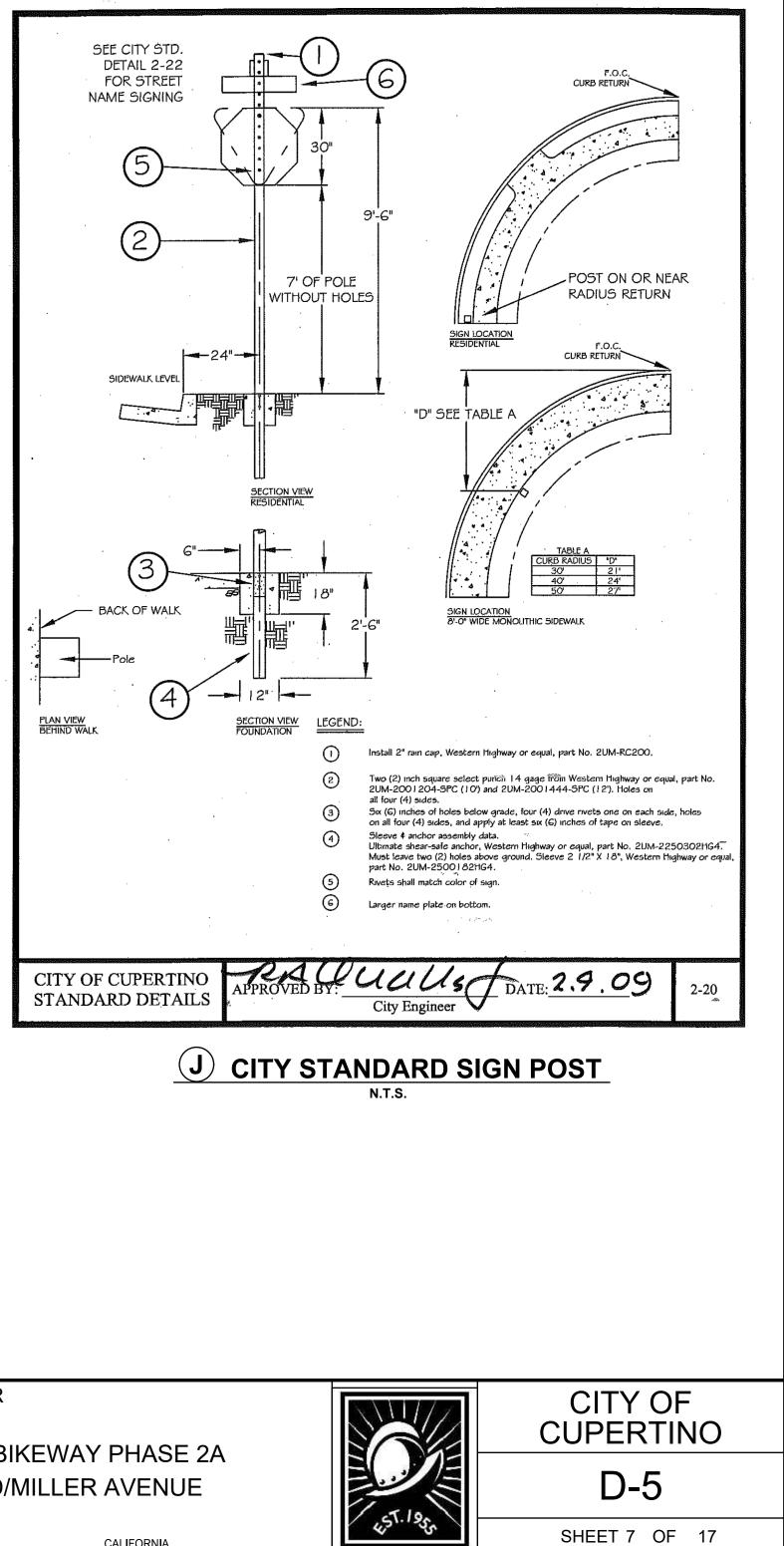


H BICYCLE GUIDE SIGN AT
TRANSIT STOP
N.T.S.

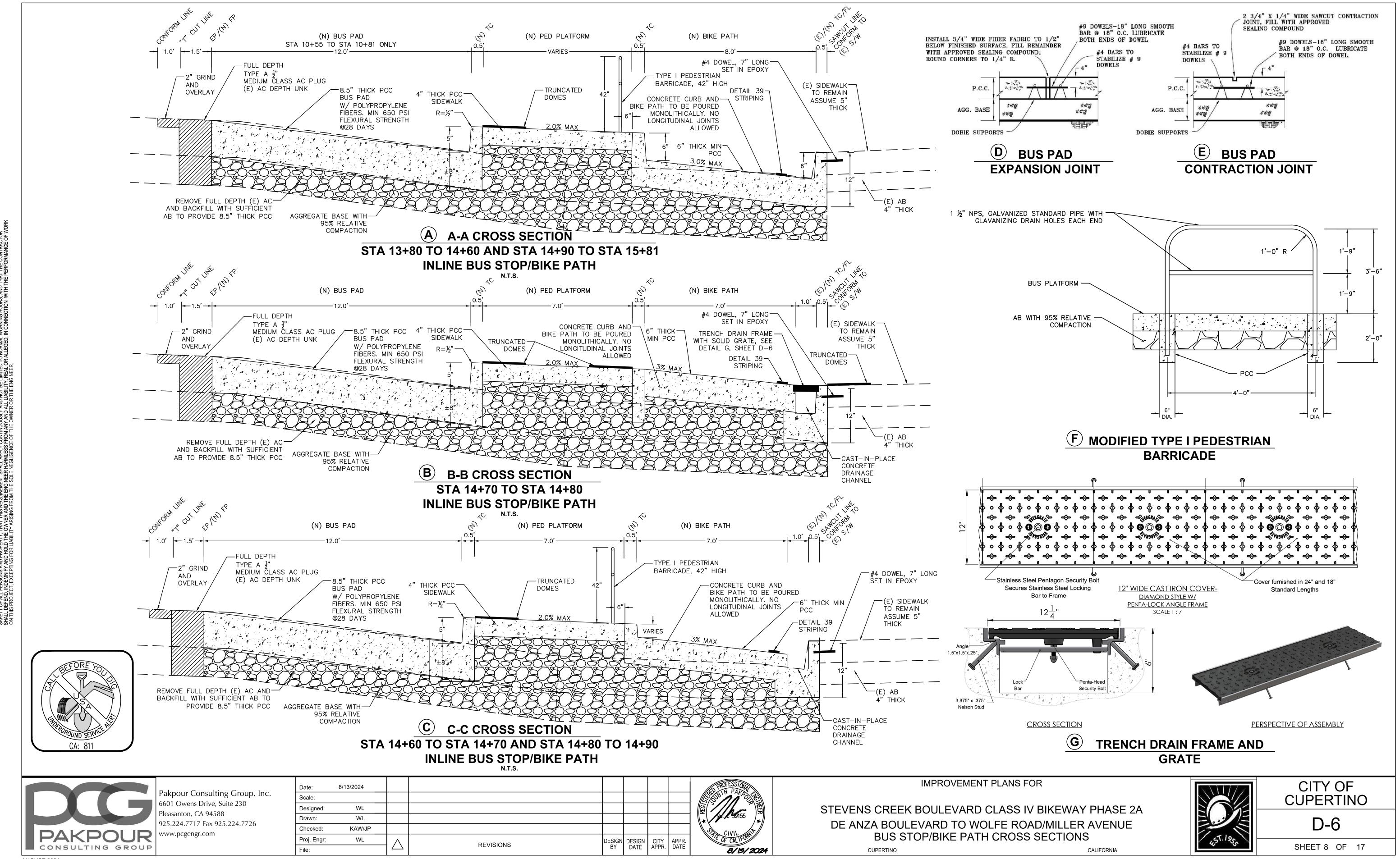


I R9-6 YIELD TO PEDS SIGN N.T.S.

IMPROVEMENT PLANS FOR STEVENS CREEK BOULEVARD CLASS IV BIKEWAY PHASE 2A DE ANZA BOULEVARD TO WOLFE ROAD/MILLER AVENUE SIGNING DETAILS DESIGN DESIGN CITY APPR. BY DATE APPR. DATE OF CALL 8/13/2024 CUPERTINO

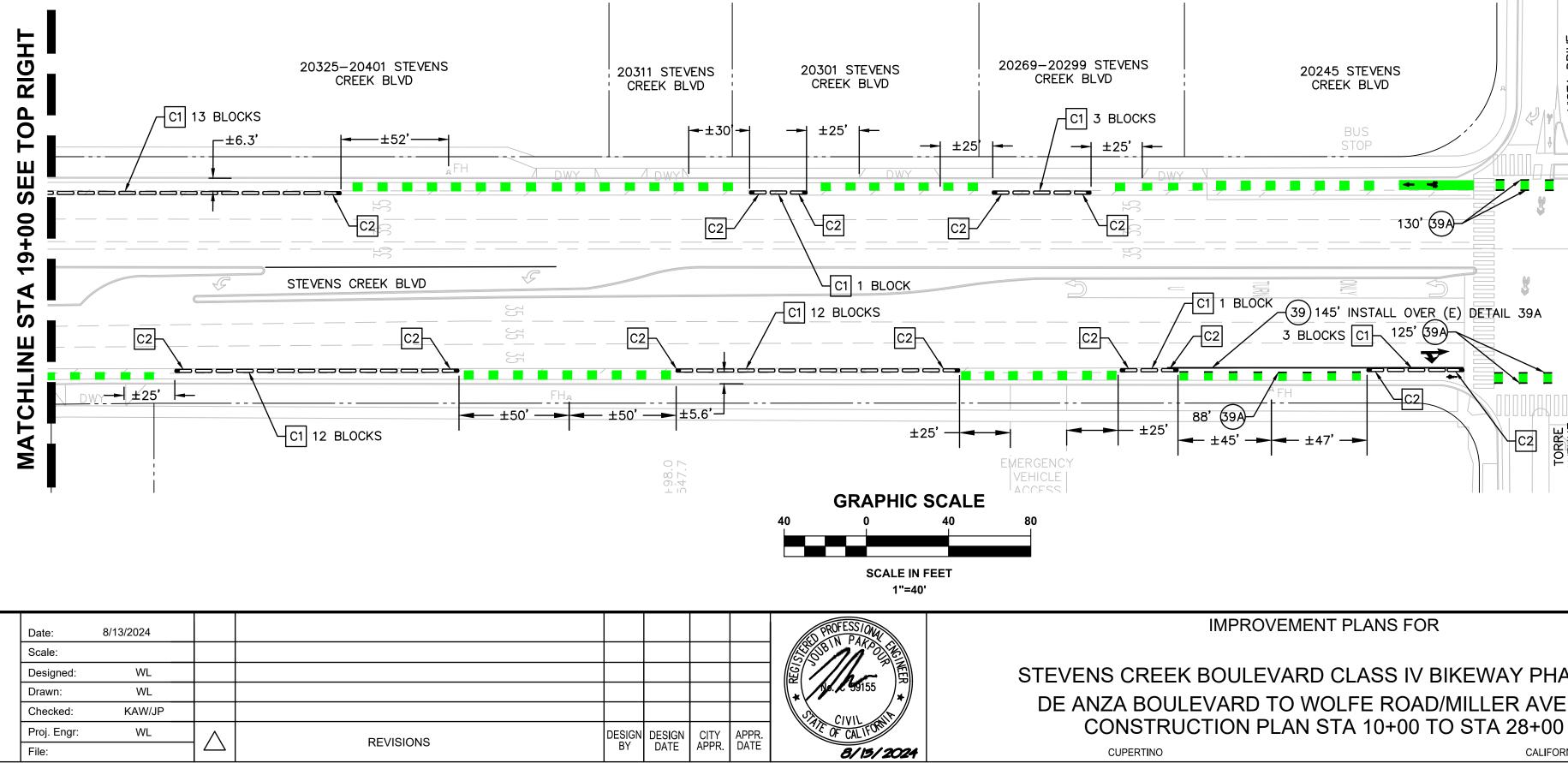


CALIFORNIA



MPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING Ement Shall APPLY Continuously and Not Be Limited to Normal Working Hours; and that the Contractor Ngineer Harmless From any and all Liability, real or Alleged, in Connection with the Performance of Work He sole Negligence of the Owner or the Engineer. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND CO SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIRI SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE E ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM T

	CUEE	TVEVNOTES		
		T KEYNOTES		
	C1. INSTA CLEA	ALL PRECAST CONCRETE BLOCK AT 2' AR SPACING. CENTER BETWEEN DETAIL 39 AND (A) (B) (C) ASHED WHITE LINE WHERE EXISTING. SEE		
	BETW	ALL PRECAST CONCRETE END BLOCK. CENTER $\begin{pmatrix} D \\ D-3 \end{pmatrix}$ $\begin{pmatrix} E \\ D-3 \end{pmatrix}$ $\begin{pmatrix} F \\ D-3 \end{pmatrix}$ WEEN DETAIL 39 AND 4" DASHED WHITE LINE RE EXISTING.	20541 STEVENS CREEK BLVD	10001 N DE A
		OVE AND REPLACE SIDEWALK AS DIRECTED CH (E) PATTERN AND COLOR		
	STRIPING N	NOTES	M	
	X	INSTALL DETAIL PER CALTRANS STANDARD PLANS		
	YELD	INSTALL PAVEMENT MARKING PER CALTRANS STANDARD PLANS		
	~~ 8	INSTALL BIKE BOX AND ARROW G D-4		200' INSTALL_OVER
	\mathbf{v}	- INSTALL TYPE VII (R) ARROW		
	-90	INSTALL BIKE LOOP DETECTOR SYMBOL	±25	±6.2
		INSTALL GREEN MARKINGS	-39A) 67'	
		INSTALL PRECAST CONCRETE END BLOCK		1993-31
		INSTALL PRECAST CONCRETE END BLOCK		
	3~→	REMOVE EXISTING BIKE SYMBOL AND REPLACE WITH BIKE SYMBOL WITH GREEN MARKING		
	-	REMOVE EXISTING STRIPING		
1				



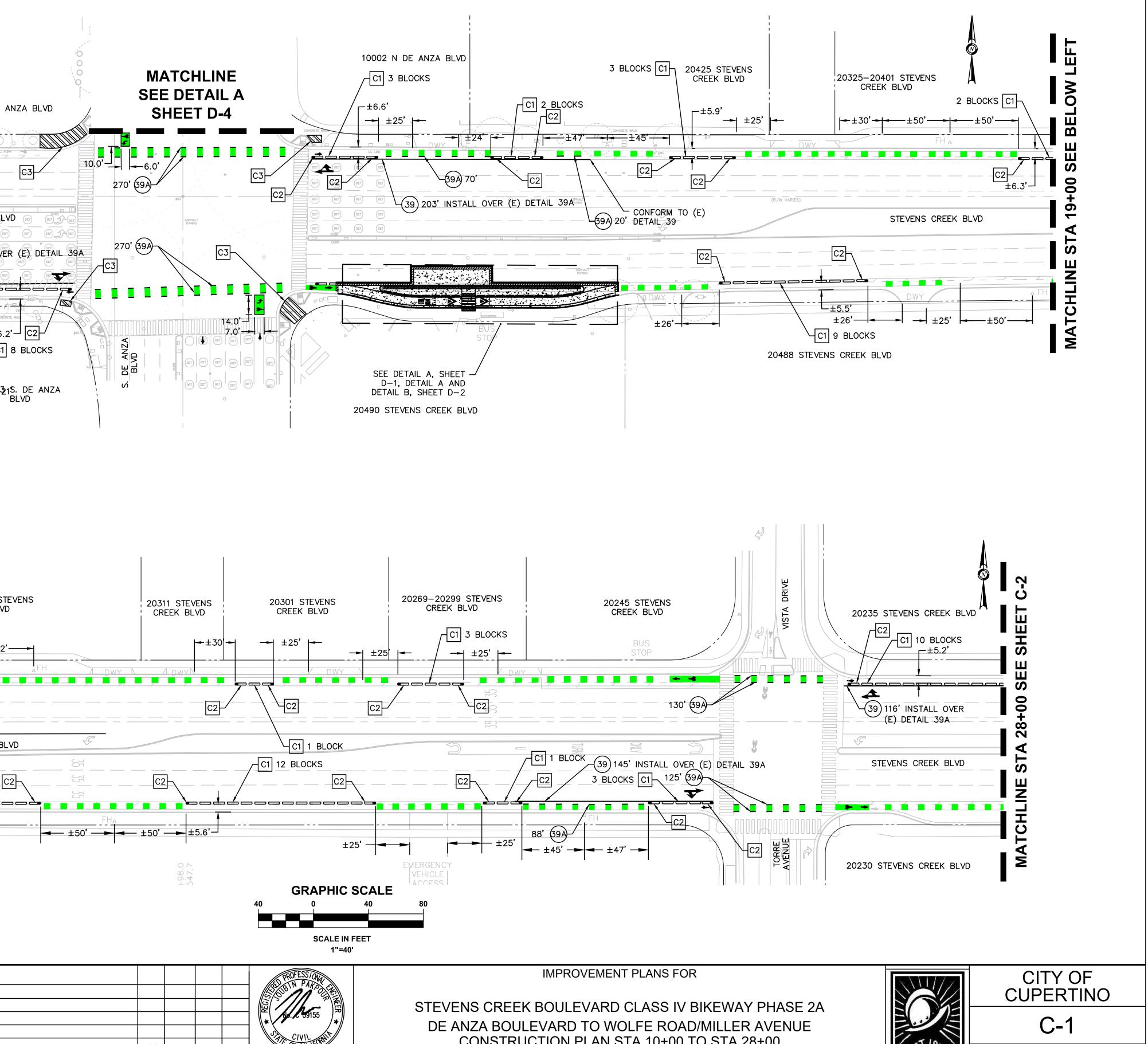




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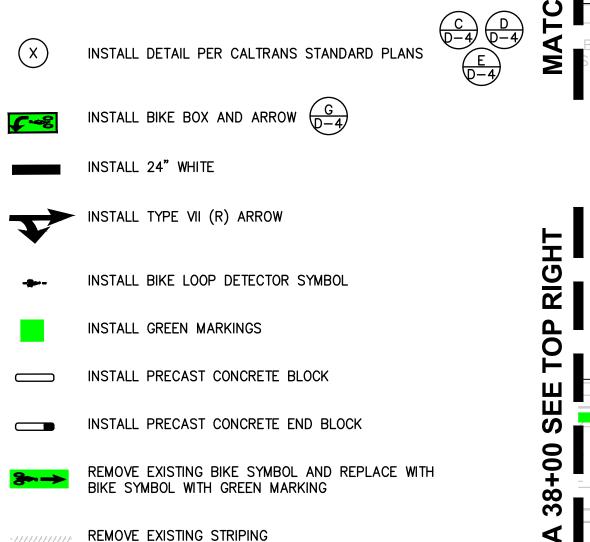
AUGUST 2024



SHEET 9 OF 17

CALIFORNIA

SHEET KEYNOTES X CIVIL NOTES C1. INSTALL PRECAST CONCRETE BLOCK AT 2' CLEAR SPACING. CENTER BETWEEN DETAIL 39 AND 4" DASHED WHITE LINE WHERE EXISTING. B = C = 3SEE DETAIL 20215 STEVENS CREEK BLVD C2. INSTALL PRECAST CONCRETE END BLOCK. CENTER $\begin{pmatrix} D \\ D-3 \end{pmatrix} \begin{pmatrix} E \\$ -C1 2 BLOCKS Ш 77' (39A)-C3. INSTALL MODIFIED D11–1c "TORRE AVE" ON (E) LP. SEE DETAIL $\begin{pmatrix} A \\ D-5 \end{pmatrix}$ Ш Т → ±25' → **S** Ш C4. INSTALL MODIFIED D11-1c "N. BLANEY AVE" ON Q-5/ (E) LP. SEE DETAIL S



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C5. INSTALL MODIFIED D11-1c "S. BLANEY AVE" ON

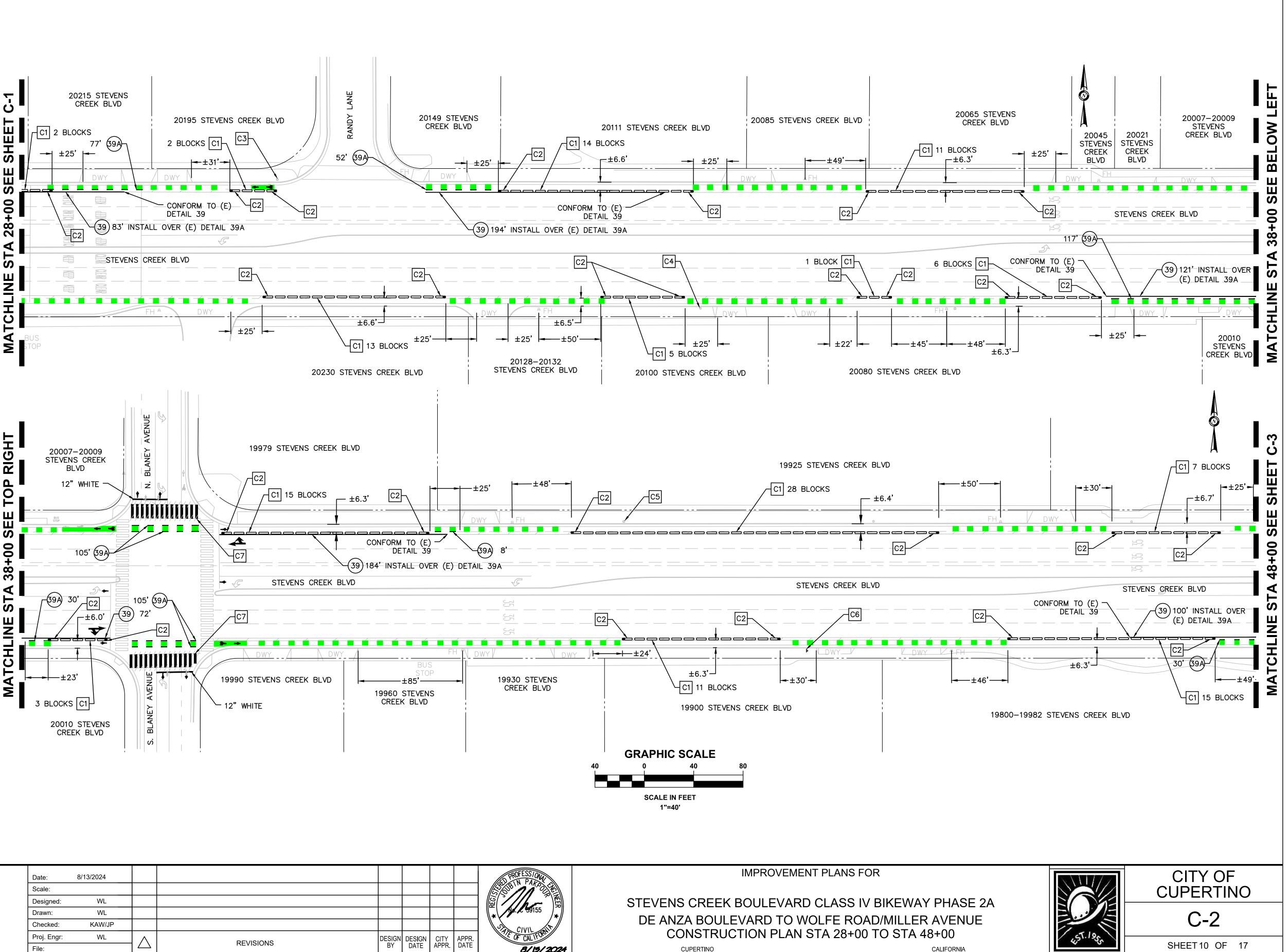
C6. INSTALL MODIFIED D11-1c "N. PORTAL AVE" ON V-5

(E) LP. SEE DETAIL

STRIPING NOTES

(N) SIGN POST. SEE DETAIL

C7. INSTALL CONTINENTAL CROSSWALK





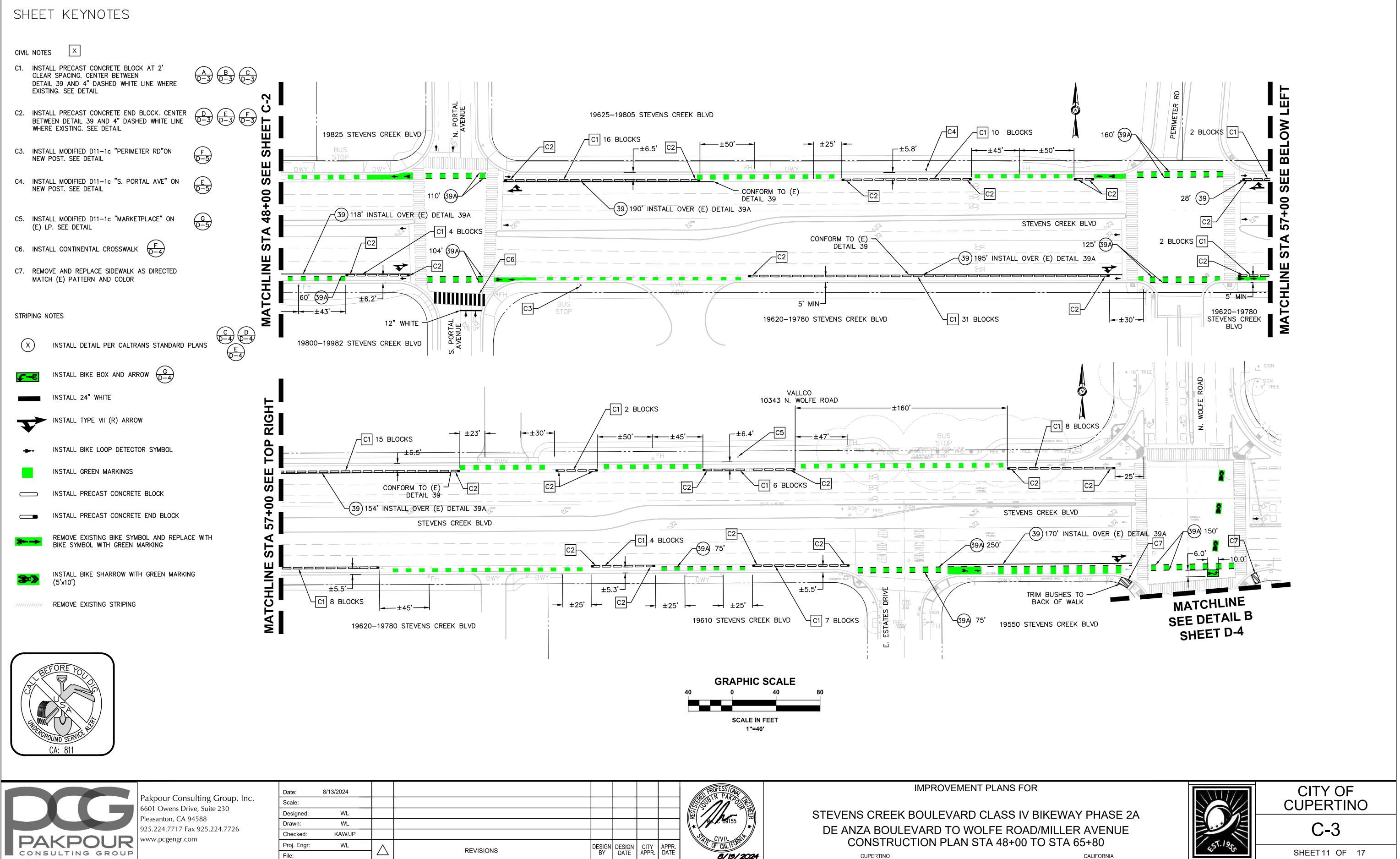


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GENERAL NOTES:

- 1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE LATEST REVISION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND CALTRANS STANDARD SPECIFICATIONS AND APPLICABLE CITY OF CUPERTINO STANDARD PLANS AND SPECIFICATIONS.
- 2. ALL SIGN CODES REFER TO THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD) UNLESS OTHERWISE NOTED.
- 3. REFER TO CALTRANS STANDARD PLANS A3A, A3B, AND A3C FOR KEY TO ABBREVIATIONS AND ES-IA, ES-IB, AND ES-1C FOR KEY TO SYMBOLS.
- 4. CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL VERIFY EXISTING CONDUITS AND LAY OUT RUNS TO SUIT FIELD CONDITIONS AND THE COORDINATION REQUIREMENTS OF UTILITIES OR ANY OTHER TRADES.
- 5. LOCATION OF VIDEO DETECTION CAMERAS AND ZONES SHOWN ARE DIAGRAMMATIC. CONTRACTOR SHALL COORDINATE WITH THE DETECTION CAMERA MANUFACTURER AND ENGINEER PRIOR TO INSTALLATION OF THE CAMERAS AND PROGRAMMING OF THE VIDEO DETECTION ZONES.
- 6. ALL NEW PEDESTRIAN HEADS SHALL BE COUNTDOWN TYPE.
- 7. ALL NEW PULL BOXES SHALL BE NO. 6 UNLESS OTHERWISE NOTED.
- 8. ALL NEW TRAFFIC SIGNAL EQUIPMENT ON SIGNAL POLES THAT IS MOUNTED LESS THAN 15' HIGH MUST HAVE A MINIMUM HORIZONTAL OFFSET OF 2 FEET FROM THE FACE OF THE CURB.
- 9. NEW POLE LOCATIONS SHOWN ARE DIAGRAMMATIC. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO INSTALLATION OF POLES. FINAL LOCATION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION OF FOUNDATIONS.
- 10. ALL PEDESTRIAN PUSH BUTTONS SHALL BE APS AND INSTALLED WITH A MINIMUM OF 4' AREA IN FRONT OF THE BUTTON WHERE THE MAXIMUM SLOPE IS BETWEEN 1% AND 2%.
- 11. TRAFFIC SIGNAL POLES SHALL BE SET BACK FROM FACE OF CURB NO LESS THAN 30 INCHES TO FACE OF STANDARD OR POLE, AND BASE PLATES SHALL BE INSTALLED PARALLEL TO THE STOP BAR, UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
- 12. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO PURCHASING POLES. ENGINEER TO CONFIRM POLE LOCATION PRIOR TO INSTALLATION OF FOUNDATIONS.
- 13. EXISTING TRAFFIC SIGNALS SHALL REMAIN OPERATIONAL DURING INSTALLATION OF NEW TRAFFIC SIGNAL POLES AND EQUIPMENT UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 14. WHEN NEW MAST ARMS ARE REQUIRED TO BE INSTALLED IN FRONT OF EXISTING MAST ARMS, CONTRACTOR SHALL WAIT TO MOUNT MAST ARMS UNTIL DIRECTLY PRIOR TO NEW SIGNAL TURN-ON. NEW MAST ARMS AND EQUIPMENT MAY NOT BLOCK ACTIVE TRAFFIC SIGNAL HEADS AT ANY TIME.
- 15. CONTRACTOR SHALL SEQUENCE WORK TO MAINTAIN PEDESTRIAN ACCESS AROUND INTERSECTION AT ALL TIMES.
- 16. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR SIGNAL TIMING CHANGES AND IMPLEMENTATIONS.
- 17. LED BLANK OUT SIGNS SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE BOTTOM OF THE SIGN TO THE PAVEMENT AND AT LEAST 30" FROM THE SIGN TO THE FACE OF CURB.
- 18. RESTORE ALL EXCAVATED SURFACES TO ORIGINAL CONDITION OR BETTER.

PROPOSED		EXISTING
─ +►	TRAFFIC SIGNAL HEAD	
—- I I	PEDESTRIAN SIGNAL HEAD	
	PULL BOX/UTILITY VAULT	[]
	SERVICE CABINET	63
	CONTROLLER CABINET	K Z Z
- 0 -	TRAFFIC SIGN	0
тт	TRAFFIC SIGNAL MAST ARM SIGN	-1-1-
	TRAFFIC LOOPS	
∎⊏¤ V	VIDEO DETECTION CAMERA	EIXI V
3 [[[[[]]]]]	VIDEO DETECTION ZONE	

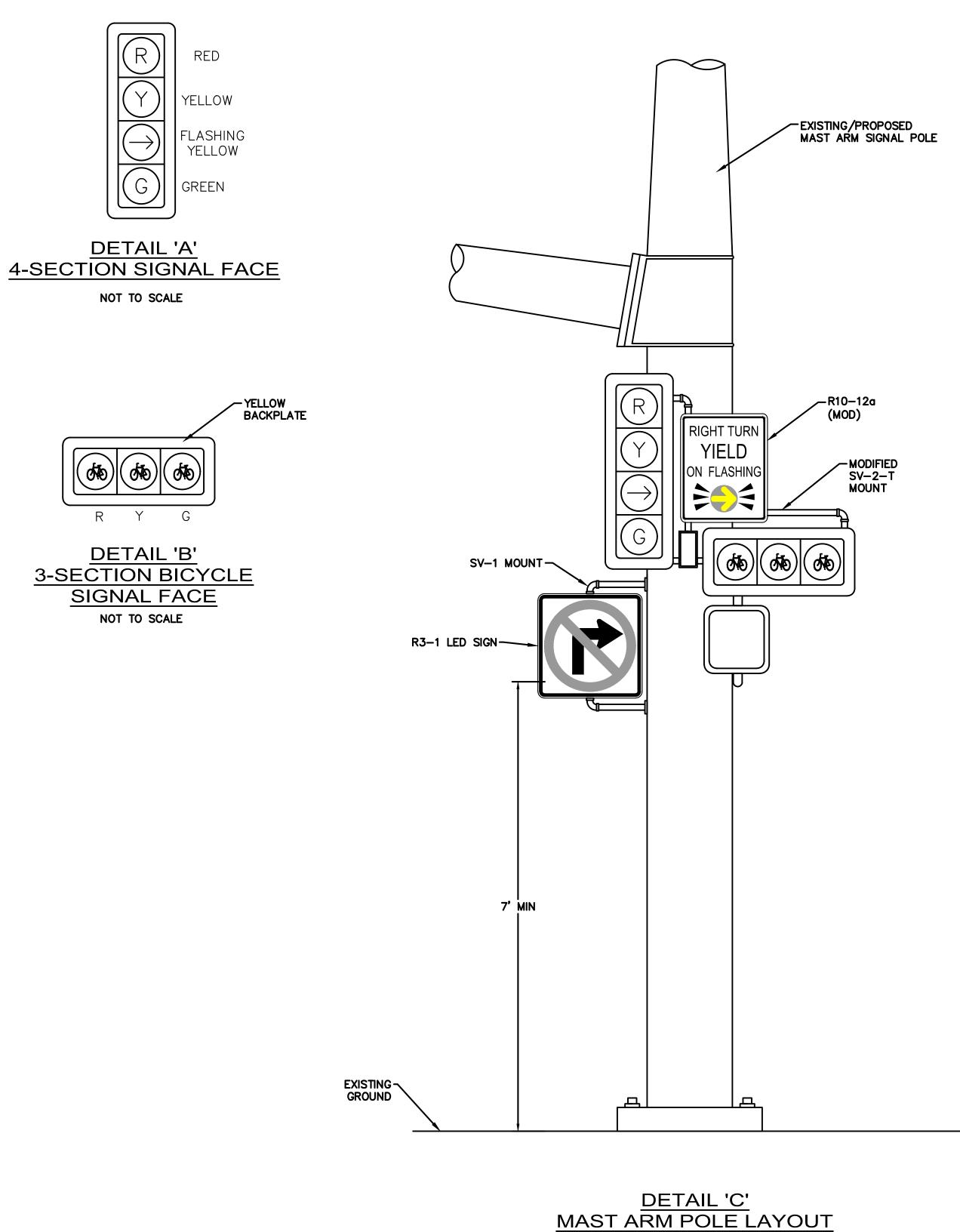
LEGEND



Kimley»Horn

4637	CHABOT	DRIVE,	STE	300	PLEASANTON,	СА	94588	
PHONE: 925-398-4840								
WWW.KIMLEY-HORN.COM								

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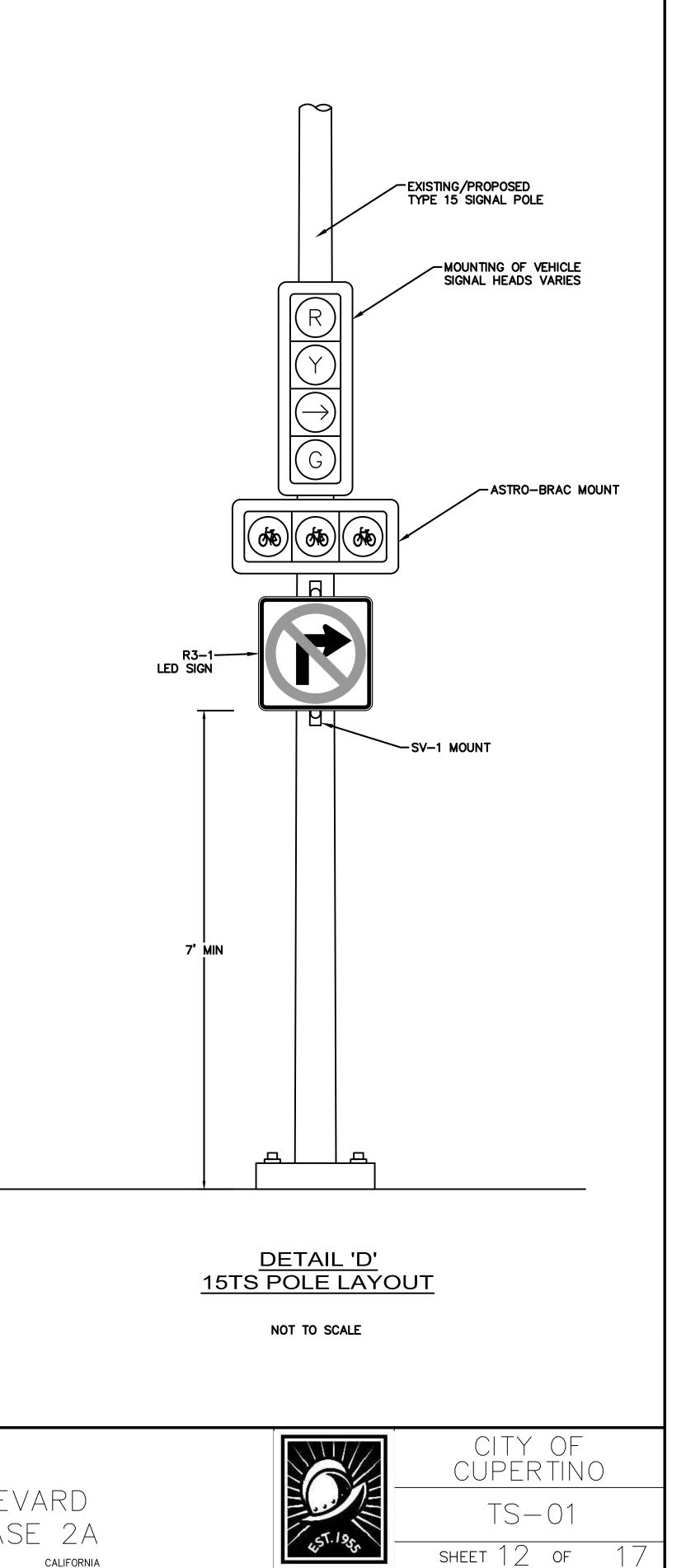
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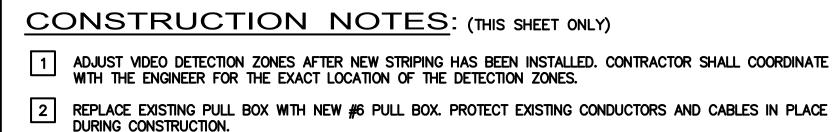
IMPROVEMENT PLANS FOR



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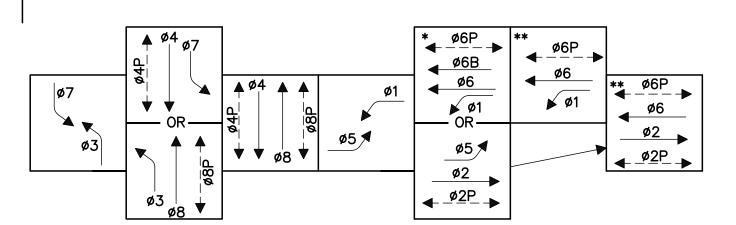
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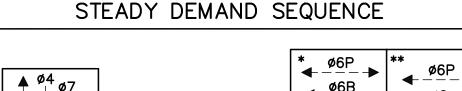
- 3 FURNISH AND INSTALL 4-SECTION SIGNAL HEAD. SEE DETAIL 'A' ON SHEET TS-01.
- 4 FURNISH AND INSTALL HORIZONTALLY MOUNTED 3-SECTION BIKE SIGNAL HEAD WITH 2" YELLOW REFLECTIVE TAPE ALONG OUTER BORDER OF THE BACKPLATE. SEE DETAIL 'B' ON SHEET TS-01. SEE DETAILS 'C' AND 'D' FOR MOUNTING CONFIGURATION.
- 5 FURNISH AND INSTALL R10-12A (MOD) AND LED R3-1 "NO RIGHT TURN" BLANK OUT SIGN TO THE POLE PER DETAIL 'C' ON SHEET TS-01. BLANK OUT SIGN SHALL BE WRED TO PHASE 2B AND BE ACTIVATED DURING THAT PHASE ONLY. COORDINATE WITH CITY TECHNICIAN FOR WRING AND PROGRAMMING.
- 6 FURNISH AND INSTALL LED R3-1 "NO RIGHT TURN" BLANK OUT SIGN TO THE POLE PER DETAIL 'D' ON SHEET TS-01. BLANK OUT SIGN SHALL BE WIRED TO PHASE 2B AND BE ACTIVATED DURING THAT PHASE ONLY.
- 7 FURNISH AND INSTALL NEW CALTRANS STANDARD TYPE "D" DETECTOR LOOP IN BICYCLE LANE AND SPLICE TO NEW DETECTOR LEAD IN CABLE (DLC). CONTRACTOR TO EXERCISE CAUTION WHEN PULLING NEW DLC IN EXISTING CONDUIT NOT TO DAMAGE ANY EXISTING SIGNAL WRE.
- 8 FURNISH AND INSTALL APS EXTENSION ON EXISTING POLE AND INSTALL EXISTING APS ON TO EXTENSION. EXTENSION SHALL BE OF SUFFICIENT LENGTH TO PROVIDE AT LEAST 10" REACH FROM FACE OF CURB TO APS.

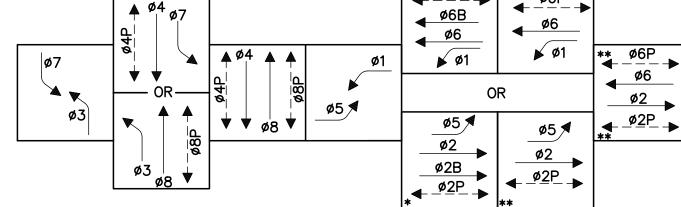




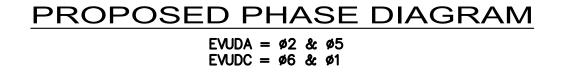
* – "NO RIGHT TURN" ACTIVATED ** – FLASHING RIGHT YELLOW ARROW ACTIVATED





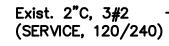


* - "NO RIGHT TURN" ACTIVATED ** - FLASHING RIGHT YELLOW ARROW ACTIVATED



Exist TYPE P CABINET WITH -MODEL 980 ATC CONTROLLER ASSEMBLY TO REMAIN

Exist TYPE III SERVICE-



Exist. 2"C, 3#14(PEU), -4#8(LIGHTING), 2#6(SERVICE)

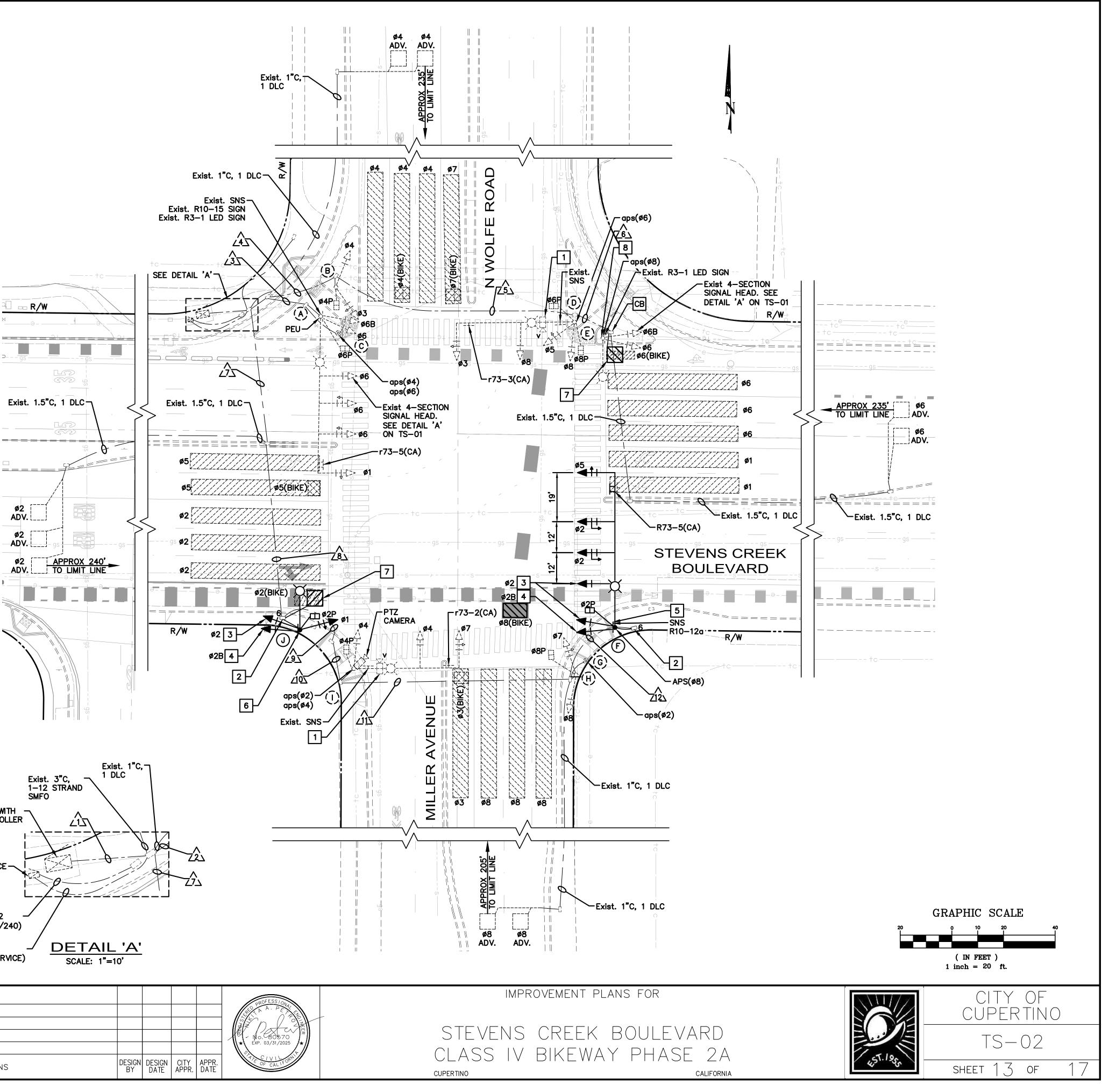


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CABLE			<u> </u>						<u> </u>		<u>_10</u>		<u></u>	LOCATION	TYPE	SIGNAL MAST ARM	LUMINAIRE MAST ARM	LUMINAIRE WATTAGE	MAST ARM	POLE	MOUNT	POLE QUAD	ø	ARROW	POLE QUAD	
	Ø1 Ø2 Ø3 Ø4	3 3 3 3	3	3	3	3		3 3	3 3	3	3	3	3	(Â)	61-5-100	60'	15'	120 LED	MAS MAS MAS MAS	SV-2-T	SP-1-T		_	_	-	W Mil
	ø5 ø6 ø7	3 3 3	3 3 3	3	3 3	3 3	3	3 3 3	3 3 3	3 3 3	3	3	3	(B)	1–B	_	_	_	-	TV-1-T	SP-1-T		_	_	_	
	Ø8 Ø2 BIKE Ø6 BIKE	3 3 N 3 N	3 		3 3 3 N	3 3 N	3 N	3 3 N	3 3 N	3 3 N	3 3 N	3 3 N	<u> </u>	(c)	PBAP	_	_	_	_	_	_	_	4	-	- w D E	
	ø2P ø4P ø6P	2 2 2 2	2		222		2	2 2 2	2 2	2 2 2	2 2	2	2	(D)	26A-4-100	45'	15'	120 LED	MAS MAS	SV-2-T	SP-2-T		6		S W O E	STE
NO. 14	Ø8P Ø2 APS	2 2 2 2	2		2	2		2	2	2	2	2		(Ê)	21TS		15'	120 LED	MAS	SV-2-T	_	s	8		N W C E	
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	PEU BLANK OUT SIGN	3 6/3 N	3 6	3	3	3	3	3 N	3 N	3 N	3 N	3 N	3 N	(F)	61-5-100 N	60' N	15' N	120 LED	MAS MAS MAS N	(MOD)* N	SP-1-T	W Q E	8 N		w∎Os e s	MIL W
	SPARES	3	3	3	3	3	3	3	3	3	3	3	3	(ق) 	PBAP	-	_	_	_	-	-		2		W OSE	
	TOTAL #14	55/9 _N	42/3 _N	21	31/3 N	26/3 _N	13/3 N	46/6 _N	46/6 _N	30/6 _N	30/6 _N	23/6 _N	13/6 _N	(Ĥ)	1—В	-	-	-	-	SV-2-T	SP-1-T		-	_	-	
NO. 8	LIGHTING SIGNAL NEUTRAL TOTAL NO. 8	2	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	2 1 3	(Ī)	26A-5-100	40'	15'	120 LED	MAS MAS	SV-1-T	SP-1-T		2	 ← 		STE
	ø2 & ø5 (EB)	1						1	1	1	1	1	1	J	15TS	_	15'	120 LED	_	SV-2-T	SP-1-T	W OF E	_	_		
VIDEO DETECTION CAT 5E CABLE	Ø4 & Ø7 (SB) Ø6 & Ø1 (WB) Ø8 & Ø3 (NB)	1 1 1	1	1	1	1		1	1	1	1			ALL POLES	AND EQUIPMEN	NT ARE EXISTI	NG UNLESS O	 Therwise No	DTED.	<u> </u>	N	S				
	TOTAL CABLE	4	2	1	1	1		2	2	2	2	1	1	N = NEW E $* = SV-2-$	QUIPMENT -T (MOD) MOUN	IT SHALL BE	FOR VEHICLE	SIGNAL HEA	D AND BICYCL	.e signal f	IEAD.					
	ø2 ø4 ø6	1 1 1	1 1		1	1	1	1						OTHER REQ OF STANDA	UIREMENTS ARI RD, VEHICLE A	E COVERED B ND PEDESTRIA	Y NOTES, LEGE N MOUNTING,	END, SPECIA SEE CALTRA	L PROVISIONS ANS STANDAR	AND CALTI D PLANS.	RANS STAND	ARD SPEC	CIFICATIO	NS. FOR TYP	E	
DLC	Ø8 Ø2 BIKE	1 1 N	1					1 1 N	1 1 N	1	1	1														
	Ø6 BIKE TOTAL DLC	1 N 4/2 N	1 N 2/1 N	N N	1 N 1/1 N	1 N 1/1 N			1/1 N	1	1	1														
MISC	CCTV PTZ CAMERA CABLE	1	1																							
	CONDUIT FILL (%)	19%	31%	9%	16%	14%	10%	22%	30%	25%	25%	21%	23%													
	CONDUIT SIZE (IN)	2-3"	2.5"	3"	3"	3"	3"	3"	2.5"	2.5 "	2.5 "	2.5"	2"													

ALL EXISTING LOOPS SHALL REMAIN OPERATIONAL UNLESS OTHERWISE NOTED.

N - NEW CONDUCTOR/CABLE



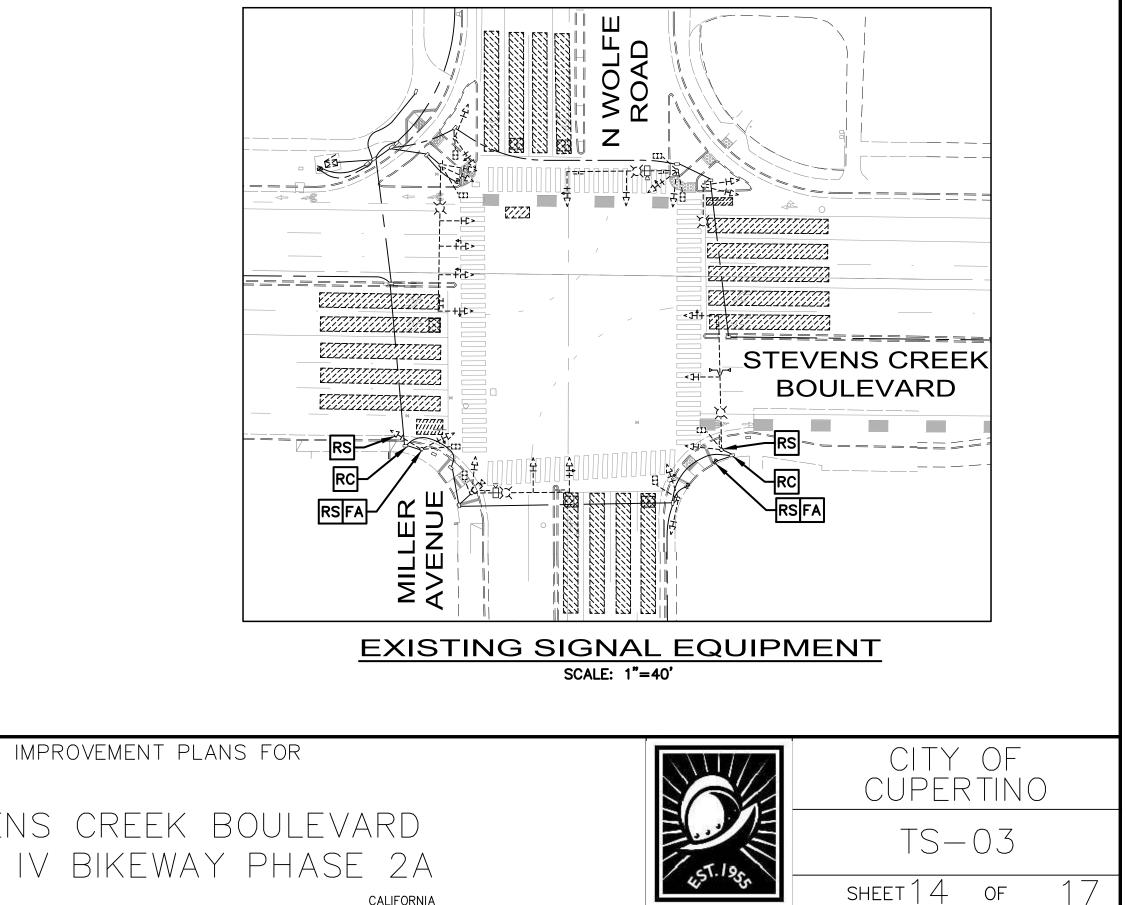
Kimley»Horn 4637 CHABOT DRIVE, STE 300 PLEASANTON, CA 94588 PHONE: 925-398-4840

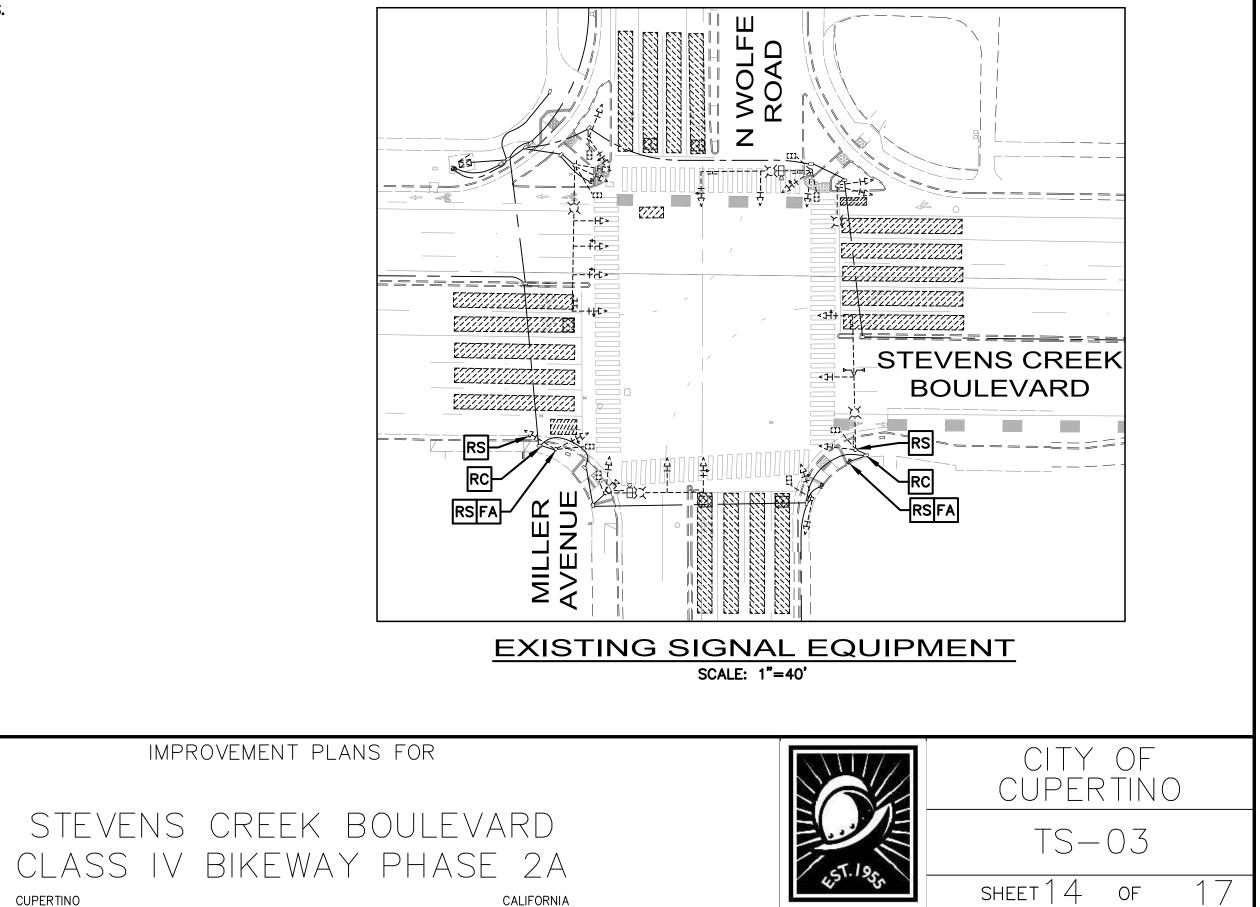
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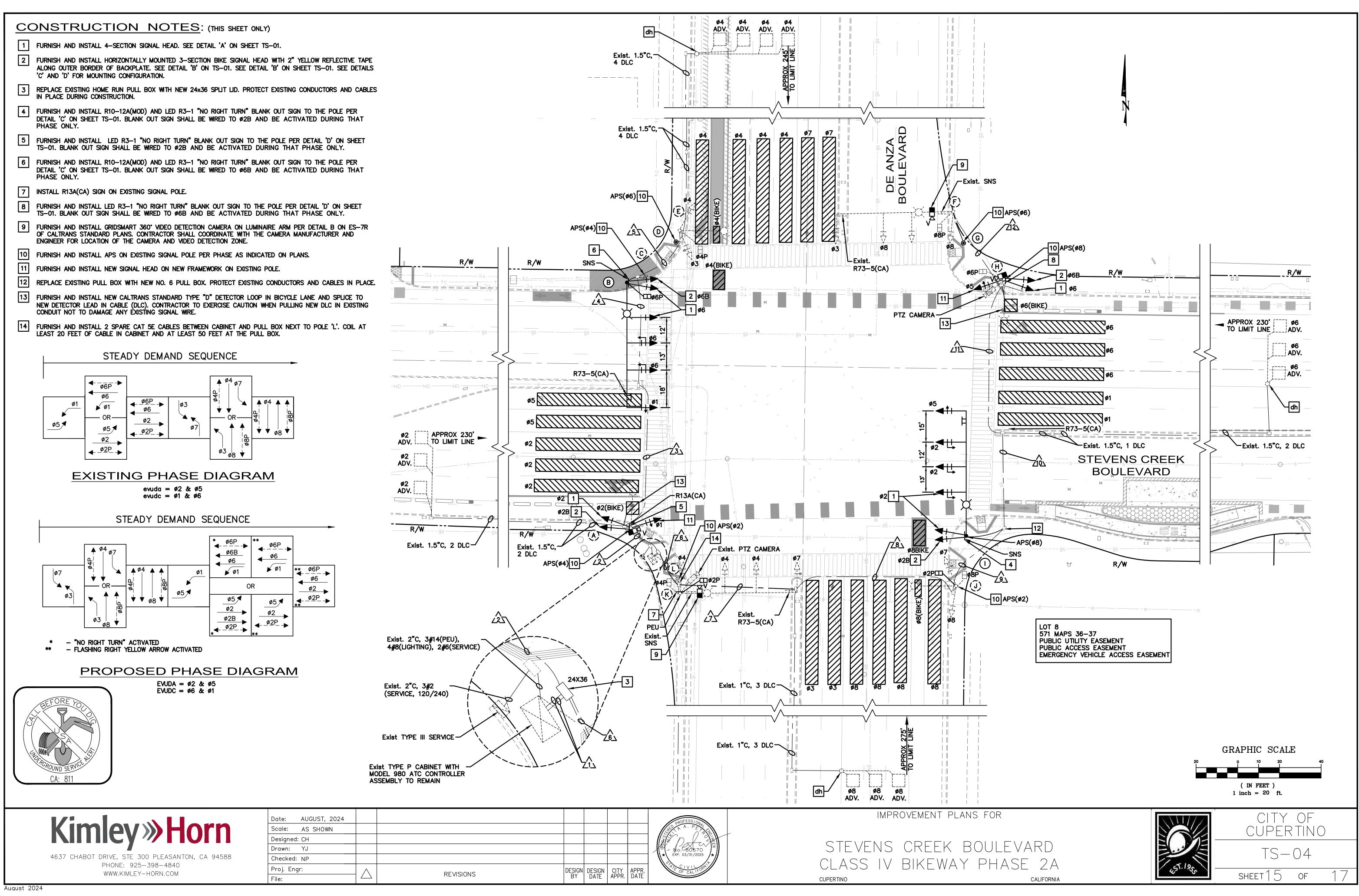
contractor agrees that he shall assume sole and complete responsibility for JOB site conditions during the course of construction of this project, including safety of all persons and property. That this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemney and hold the owner and the engineer harmless from any and all libility. Real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

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MILLER AVE. WOLFE RD.	FURNISH AND INSTALL R3-1 LED BLANK OUT SIGN USING SV-1 MOUNT. SEE TS-02 FOR DETAILS.
_	_
_	_
STEVENS CRK BLVD.	_
_	FURNISH AND INSTALL R3–1 LED BLANK OUT SIGN USING SV–1 MOUNT. SEE TS–02 FOR DETAILS. FURNISH AND INSTALL BICYCLE HEAD USING ASTRO–BRAC.
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ALL CABLES AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED.

ALL CONDUIT ARE EXISTING UNLESS OTHERWISE NOTED.

ALL EXISTING LOOPS SHALL REMAIN OPERATIONAL UNLESS OTHERWISE NOTED.

N = NEW CONDUIT





4637 CHABOT DRIVE, STE 300 PLEASANTON, CA 94588 PHONE: 925-398-4840 WWW.KIMLEY-HORN.COM

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Contractor agrees that he shall assume sole and complete responsibility for JOB site conditions during the course of construction of this project, including Safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor Shall defend, indemney and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of wor on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

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LOCATION		STANDARD			VEHICLE MOUN		PEDEST SIGN/		PEDES ⁻	TRIAN PUSH	BUTTON	IISNS/SNS	SDECIAL NOTES
LUCATION	TYPE	SIGNAL MAST ARM	LUMINAIRE MAST ARM	LUMINAIRE WATTAGE	MAST ARM	POLE	MOUNT	POLE QUAD	ø	ARROW	POLE QUAD	LEGÉND	SPECIAL NOTES
(A)	32	-	20'	120 LED	-	SV-2-T N	SP-1-T	W OS E	4 N	->		DARTSHIRE WAY	FURNISH AND INSTALL R3-1 LED BLANK OUT SIGN USING SV-1 MOUNT. FURNISH AND INSTALL BICYCLE HEAD USIGN ASTRO-BRAC. SEE TS-04 FOR DETAILS.
B N	61-5-100 N	60' N	15' N	120 LED	MAS MAS MAS MAS N	SV-2-T (MOD)* N	SP-1-T N	W OS E	-	_	-	DE ANZA BLVD.	FURNISH AND INSTALL R3-1 LED BLANK OUT SIGN USING SV-1 MOUNT. SEE TS-04 FOI DETAILS.
(O)	PBAP	_	_	_	_	-	_	_	4 N	-	W Os E	_	_
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(Ē)	32	-	20'	120 LED	-	SV-2-T N	SP-1-T	W on the second	8 N		W S E	_	FURNISH AND INSTALL R3-1 LED BLANK OUT SIGN USING SV-1 MOUNT. FURNISH AND INSTALL BICYCLE HEAD USING ASTRO-BRAC. SEE TS-04 FOR DETAILS.
() N	61–5–100 N	65' N	15' N	120 LED	MAS MAS MAS MAS N	SV-2-T (MOD)* N	SP-1-T	W OS E	-	_	-	DE ANZA BLVD.	FURNISH AND INSTALL R3-1 LED BLANK OUT SIGN USING SV-1 MOUNT. SEE TS-04 FOI DETAILS.
(c)	32	-	20'	120 LED	-	SV-2-T	SP-1-T		2 N	->	W OS E	_	_
(ĸ)	26-6-70	55'	15'	120 LED	MAS MAS MAS	SV-1-T	SP-1-T	W C E	– N	_	_	STEVENS CRK. BLVD.	_
(L)	PBAP	-	-	_	_	_	_	_	2 N	◄	W O E	_	-

ALL POLES AND EQUIPMENT ARE EXISTING UNLESS OTHERWISE NOTED.

N = NEW EQUIPMENT

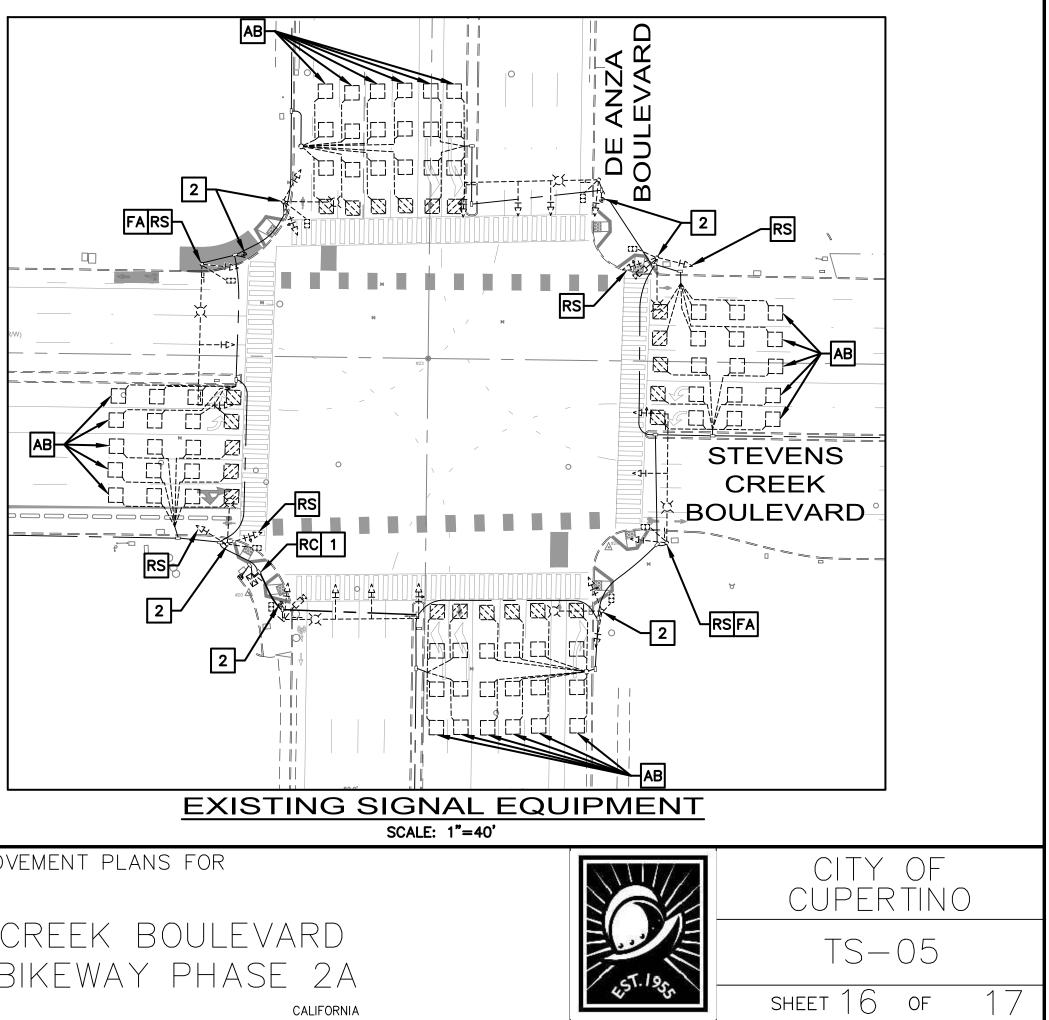
* = SV-2-T (MOD) MOUNT SHALL BE FOR VEHICLE SIGNAL HEAD AND BICYCLE SIGNAL HEAD.

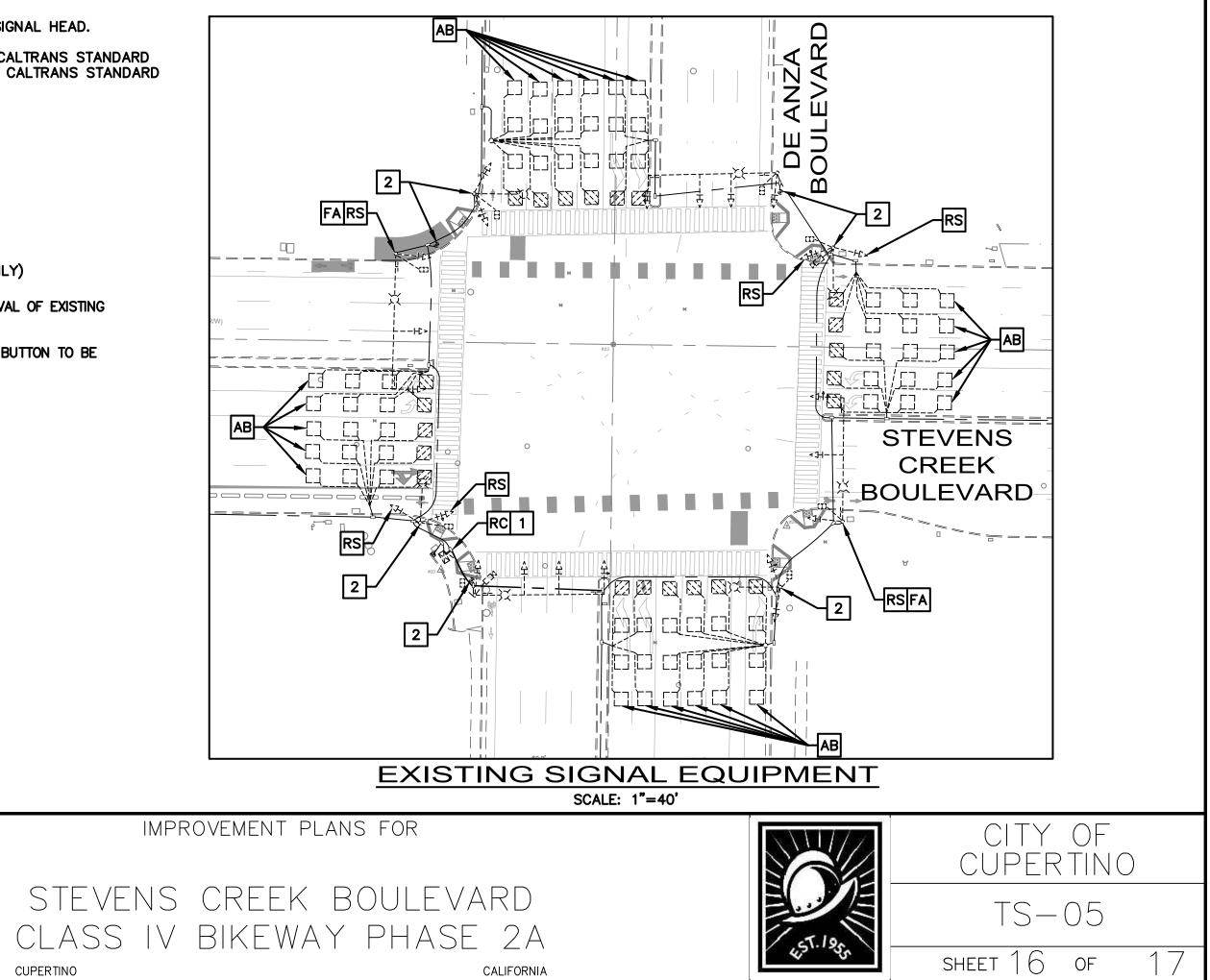
OTHER REQUIREMENTS ARE COVERED BY NOTES, LEGEND, SPECIAL PROVISIONS AND CALTRANS STANDARD SPECIFICATIONS. FOR TYPE OF STANDARD, VEHICLE AND PEDESTRIAN MOUNTING, SEE CALTRANS STANDARD PLANS.

DEMOLITION NOTES: (THIS SHEET ONLY)

1 PROTECT ALL CONDUCTORS AND CABLES IN PLACE DURING REMOVAL OF EXISTING HOME RUN PULL BOX.

2 REMOVE AND SALVAGE EXISTING PUSH BUTTON ONLY. NEW PUSH BUTTON TO BE INSTALLED IN ITS PLACE. SEE TS-04.

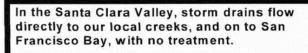




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Storm water pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands.

Proper management of construction sites reduces pollution significantly

This sheet summarizes the "Best Managemen Practices" (BMPs) for storm water pollution prevention

ORDINANCE OF THE CITY OF CUPERTINO FOR STORM WATER POLLUTION **PREVENTION & WATERCOURSE PROTECTION:** Chapter 9.18

9.18.040 Discharge into the storm drain prohibited It is unlawful to cause, allow, or permit to be discharged, any discharge not composed entirely of stormwater to the storm drain system or to surface waters or to any location where it would contact or eventually be transported to surface waters, including flood plain areas, unless specifically called out in the Municipal Regional Permit as an exempt or conditionally exempt discharge.

9.18.070 Accidental Discharge

All persons shall notify the Director of Public Works immediately upon accidentally discharging pollutants of concern to enable countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters. Initial notification shall be followed, within five (5) business days of the date of occurrence, by a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve persons of liability for violations of this chapter or for any fines imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 5650 of the California Fish and Wildlife Code, or any other applicable provisions of State or Federal laws.

9.18.220 Violation*

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in Chapter 1.12 of the City of Cupertino Municipal Code.

Chapter 1.12: General Penalty, Section 1.12.010, paragraph D, states*:

Unless otherwise specified by this code, an infraction is punishable by:

- A fine not to exceed \$100 for a first violation
- A fine not to exceed \$200 for a second violation
- A fine not to exceed \$500 for a third violation of the same chapter within one year.

9.18.240 Civil penalty for illicit discharges*

Any person who discharges pollutants, in violation of this Chapter, by the use of illicit connections shall be civilly liable to the City in a sum **not to exceed twenty-five thousand** dollars per day per violation for each day in which such violation occurs.

*Excerpts – For complete CODE language refer to the City of Cupertino Municipal Code.

С	upertino
	Building Dept:
	408-777-3228
	Public Works Dept:
	408-777-3354
Sa	anta Clara County
	Recycling Hotline:
	800-533-8414
	www.reducewaste.org
	www.recyclestuff.com
	Small Business Hazardous Waste
	408-299-7300
C	upertino Sanitary Sewer Distr
	408-253-7071
S	anta Clara Valley Urban Runoff
	Pollution Prevention Prgm
	800-794-2482
SI	tate Office of Emergency
	Services
	1-800-852-7550 (24 hrs)
	1-000-002-1000 (24 115)
R	eport spills to 911

IRECTOR OF PUBLIC WORKS

General Construction and Site Supervision

Storm Drain Pollution from Construction Activities

onstruction sites are common sources of storn water pollution. Materials and wastes that blow o wash into a storm drain, gutter, or street have a irect impact on local creeks and the Bay. As a contractor, or site supervisor, owner o operator of a site, you may be responsible fo ny environmental damage caused by your ubcontractors or employees.

General Principles

- Keep an orderly site and ensure good housekeeping practices are used
- Maintain equipment properly. Cover materials when they are not in use.
- Keep materials away from streets, storm
- drains and drainage channels. Ensure dust control water doesn't leave site or discharge to storm drains
- Advance Planning To Prevent Pollution Schedule excavation and grading activities for dry weather periods. To reduce sol erosion, plant temporary vegetation or place other erosion controls before rain begins. Use
- the Erosion and Sediment Control Manual available from the Regional Water Quality Control Board, as a reference. Control the amount of runoff crossing you site (especially during excavation!) by using berms or temporary or permanent drainage ditches to divert water flow around the site Reduce stormwater run off velocities by constructing temporary check dams or berms
- where appropriate Train your employees and subcontractors ne city can provide brochures about these issues for you to distribute to workers at you onstruction site. Inform your subcontractor about the stornwater requirements and their wn responsibilities. Use Blueprint for a Clear Bay, a construction best management ractices guide available at our Building Dept. counter.

- Good House keeping Practices Designate one area of the site for auto parking. vehicle refueling, and routine equipment maintenance. The designated are a should be well away from streams or storm drain inlets, bermed i necessary. Make major repairs off site.
- To prevent off-site tracking of dirt, provide entrances with stabilized aggregate surfaces. Or provide a tire wash area.
- Keep materials out of the rain prevent runoff contamination at the source. Cover exposed piles f soil or construction materials with plastic sheeting or temporary roofs. Before it rains, swee and remove materials from surfaces that drain to
- storm drains, creeks, or channels. Contain all litter, food wrappers, bottles and cans - Place lidded trash and recycling bins around the site. Clean up leaks, drips and other spills
- immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the
- Cover and maintain dumpsters Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of th dumpster. Never clean out a dumpster by hosing it down on the construction site
- Place portable toilets away from storm drains. Make sure portable toilets are in good working order Check frequently for leaks.

Materials/Waste Handling

- Practice Source Reduction -- minimize waste when you order materials. Estimate carefully. Recycle excess materials, whenever possible, such as concrete, asphalt, scrap metal, solvents degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires
- www.reducewaste.org for info Dispose of all wastes properly. Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardo us waste. Never bury waste materials or leave them in the street or near a creek or stream bed.
- In addition to local grading and building permits.
- you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 5 acres or more. Information on the General Permi can be obtained from the Regional Water Quality Control Board. (This criteria will change to one acre as of Mar. 2003.

The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Painting and Application of Solvents and Adhesives

Storm Drain Pollution from Paints. Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are harmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Handling Paint Products

Keep all liquid paint products and wastes away from the gutter, street, and storm drains.

Painting Cleanup

- Never clean brushes or rinse paint containers into a street, gutter, storm drain French drain, or creek
- For water-based paints, paint out brushes to the extent possible, and rinse into an inside sink drain that goes to the sanitary sewer.
- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent. Filter and reuse thinners and solvents where possible. Dispose of excess liquids and residue as hazardous waste.
- When thoroughly dry, empty paint cans, used brushes, rags, and drop doths may be disposed of as garbage

Donate excess paint (call 299-7300 to donate.)

contractor.

be required.

laboratory.)

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Landscaping, Gardening, and Pool Maintenance

Lands caping/Garden Maintenance

- Protect stockpiles and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Schedule grading and excavation projects during dry weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with sandbags, gravelfilled bags, straw wattles, or other sediment controls
- Re-vegetation is an excellent form of erosion control for any site. Store pesticides fertilizers and other
- chemicals indoors or in a shed or storage cabinet.
- Use pesticides sparingly, according to instructions on the label. Rinseempty containers, and use rinsewater as produc Dispose of rinsed, empty containers in the trash. Dispose of unused pesticides as hazardous waste
- In Cupertino, residents with curbside recycling can collect lawn, garden and tree trimmings in vardwaste toters. Yardwaste will be collected and composted by the city's contractors. Residents are encouraged to compos yard waste on-site themselves. Or take yard waste to a land fill where it will be composted.
- Landscape contractors should take clippings and pruning waste to a landfill that composts vare waste (BFI's Newby Island and Zanker Rd. landfill are the nearest)
- Do not blow or rake leaves into the street

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigaton or when it rains Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Pool/Fountain/Spa Maintenance

Draining pools or spas

When it's time to drain a pool, spa, or fountain please be sure to call the Cupertino Sanitary District before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharce flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.

- Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer cleanout
- If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped a rea
- Do not use copper-based algaecides Control algae with chlorine or other alternatives, such as sodium bromide. Filter Cleaning
- Never clean a filter in the street or near a stom drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose o pent diato maceous earth in the garbage
- If there is no suitable dirt area, call Cupertino Sanitary for instructions on discharging filter backwash or rinsewater to the sanitary sewer.

Earth-Moving **Activities**

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm crains when handled improperly. Sediments in runoff can dog storm drains, smother aquatic life, and cestroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughen ed ground su faces.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- Protect downslope drainage courses, streams, and storm drains with wattles or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual for proper erosion and sediment control measures.
- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.



Removal of BMP Facilities

The Project Contractor is responsible for removal of all BMP Facilities located within the Public Right of Way upon project final inspection.

Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.

Chemical paint stripping residue, and chips and dust from marine paints, or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified

U When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct washwater onto a dirt area and spade into soil. Or. check with Cupertino Sanitary District to find out if you can mop or vacuum the washwater and dispose of it in a sanitary sewer drain. Sampling of the washwater may

Washwater from painted buildings constructed before 1978 can contain high amounts of Lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboraton (See Yellow Pages for a state-certified

If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with Cupertino Sanitary District to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Disposal, Return or Donation Dispose of unwanted liquid paint, thinners,

solvents, glues, and deaning fluids as hazardous waste (call the Small Business Hazardous Waste Prgm: 299-7300). Or Return to supplier. (Unopened cans of paint

may be able to be returned. Check with the vendorregarding its "buy-back" policy.)

Roadwork and 6 Paving

General Business Practices

- Develop and implement erosion/sediment control plans for roadway embankments.
- □ Schedule excavation and grading work during dry weather.
- Check for and repair leaking equipment. Perform major equipment repairs at designated areas in your maintenance yard. where cleanup is easier. Avoid performing equipment repairs at construction sites.
- When **refueling** or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel oil to lubricate equipment parts or clean equipment.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly. (www.recyclestuff.com for list of recycling companies.)

Asphalt/Concrete Removal

- Avoid creating excess dust when breaking asphalt or concrete.
- After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact
- with rainfall or runoff. When making **saw cuts**, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues
- Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for a sphalt, saw-cut slurry, or excavated material to illegally enter storm drains Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay

During Construction

- Avoid paving and seal coating in wet weather, or when rain is fore cast, to prevent fresh materials from contacting stormwater
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- Protect drainage ways by using earth dikes. sand bags, or other controls to divert or trap and filter runoff.
- Never wash excess material from exposedaggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms
- Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch
- drips when not in use. Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags), or dig up, remove, and properly dispose
- of contaminated soil. Collect and recycle or appropriately dispose of
- excess abrasive gravel or sand. ???
- Avoid over-application by water trucks for dust control.

Fresh Concrete and Mortar Applications Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block

storm drains, causes serious problems, and

Fresh Concrete

and Mortar

Storm Drain Pollution from

Application

General Business Practices

is prohibited by law.

- Wash out concrete mixers only in designated washout areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage Whenever possible, recycle washout by pumping back into mixers for reuse.
- Wash out chutes onto dirt areas that do not flow to streets or drains
- Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

CONSTRUCTION BEST MANAGEMENT PRACTICES

CITY OF CUPERTINO DEPARTMENT OF PUBLIC WORKS

Storm Drain Pollution From Dewatering Activities

Be sure to call your city's storm water inspector at 408-472-9907 before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, and sediment trap may be required. Reuse water for dust control, irrigation or another on-site purpose to the greatest extent possible.

Check for Sediment or Toxic Pollutants

- on ground water.
- laboratory
- anchored under the grate.

Dewatering Operations

Check for odors, discoloration, or an oily sheen

Ask your city inspector whether the groundwater must be tested by a certified

Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain OR you may be required to discharge to the sanitary sewer or collect and haul the water off-site for treatment and disposal at an appropriate treatment facility.

When discharging to a storm drain, protect the inlet using a barrier of burlap bags filled with drain rock, or cover inlet with filter fabric

Contact Cupertino Sanitary District at 253-7071 prior to discharging to the sanitary sewer.

During Construction

- Don't mix up more fresh concrete or cement than you will use in a two-hour period
- Set up and operate small mixers on tarps or heavy plastic drop cloths.
- U When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the drive way or into the street or storm
- Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- Wash down exposed aggregate concrete only when the washwater can (1) flow onto a dirt area, (2) drain onto a bermed surface from which it can be pumped and disposed of properly, or (3) be vacuumed from a catchmen created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure run off does not reach gutters or storm drains.
- When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete. See www.red ucewaste.org for info on recyclers. Never bury waste material. Dispose of small
- amounts of excess dry concrete, grout, and mortar in the trash. Never dispose of washout into the street.
- storm drains, drainage ditches, or streams



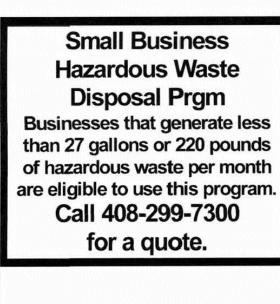
Heavy Equipment Operation

S torm water Pollution from Heavy Equipmenton

Construction Sites Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze o other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Site Planning and Preventive Vehicle Maintenance

- Designate one area of the construction site, well away from stream s or storm drain inlets, for auto and equipm ent parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- Maintain all vehicles and heavy equipment. In spect frequently for and repair leaks
- Perform major maintenance, repair jobs, and ehicle and equipment washing off-site, where
- cleanup is easier. If you must drain and replace motoroil, radiator oplant, or other fluids on site, use drip pans or drop cloths to catch drips and spills. Colle all spent fluids, store in separate containers, and properly dispose as hazardous waste (recycle
- when ever possible Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events Spill Cleanup
- Clean up spills im mediately Never hose down "dirty" pavement or m permeable surfaces where fluids have spilled Use dry cleanup methods (absorben materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water. or bury them
- Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.
- Clean up spills on dirtareas by digging up and properly disposing of contaminated so Call 911 for significant spills
- If the spill poses a significant hazard to hum an health and safety, property or the environment, you must also **report it** to the State Office of Emergency Services.













PUBLIC WORKS DEPARTMENT • 10300 TORRE AVENUE • CUPERTINO, CALIFORNIA 95014

PROJECT MANUAL

FOR THE CAPITAL IMPROVEMENT PROGRAMS'

Stevens Creek Boulevard Class IV Bike Lane Phase 2A

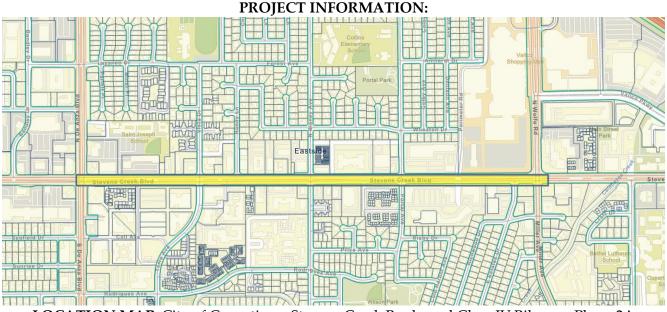
Federal-Aid Project No. CML-5318 (036) CIP Project No. 2022-15

Bid Dates:

Bid Package posted:	Tuesday, November 5, 2024		
RFI's due date:	Wednesday, November 20, 2024, 2pm		
Addendum publication date:	Wednesday, November 27, 2024		
Submittals due:	Thursday, December 5, 2024, 2pm		

APPROVED BY:

Chad Mosley, P.E. Director of Public Works & City Engineer



LOCATION MAP: City of Cupertino - Stevens Creek Boulevard Class IV Bikeway Phase 2A

Budget Unit:	NWS:	CIP project:	APN:
420-99-036	ST 059	2022-15	Public ROW

Location: Stevens Creek Boulevard from De Anza Boulevard to North Wolfe Road/Miller Avenue

Project Overview: The project will convert the existing Class II-B buffered bike lanes to Class IV separate bike lane, modify existing traffic signals with exclusive bicycle signals, and construct a shared cycle track bus stop.

PROJECT DIRECTORY

City Representative: City of Cupertino

*Use this Address for Stop Notices

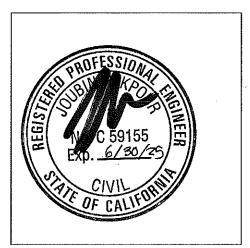
Jason Wong, P.E. - Senior Civil Engineer City of Cupertino - Public Works 10300 Torre Avenue Cupertino, CA 95014 PH: (408) 777-3215 Email: JasonW@cupertino.gov

Engineer of Record:

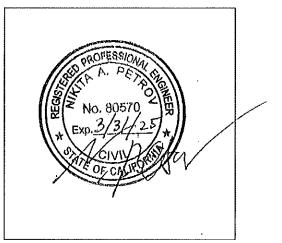
Pakpour Consulting Group Joubin Pakpour, P.E. 6601 Owens Drive, Suite 230 Pleasanton, CA 94588 PH: 925-224-7717 Email: <u>wlai@pcgengr.com</u>

SEALS PAGE

The Technical Specifications and Plans have been prepared by or under the direction of the following person(s).



Civil Engineer: Joubin Pakpour, P.E. Pakpour Consulting Group, Inc. For Civil and other Miscellaneous Work



Civil Engineer: Nikita A. Petrov, P.E. Kimley Horn and Associates, Inc. For Electrical Work

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Notice Inviting Bids

1. Bid Submission. City of Cupertino ("City") will accept electronically submitted bids for its Stevens Creek Boulevard Class IV Bikeway Phase 2A Project, Federal-Aid Project No. CML-5318 (036), CIP Project No. 2022-15 ("Project"), by or before Tuesday, December 5, 2024, at 2:00 p.m., via electronic submission to the City's "Business Opportunities" online portal in the manner set forth in Section 1 of the Instructions to Bidders, at which time the bids will be opened by the City. City will open all Bidder's bid on December 5, 2024 at 2:00 p.m. Bid opening will be available for public viewing at City Hall, 10300 Torres Avenue Cupertino, CA 95014. City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces.

2. Project Information.

- 2.1 Location and Description. The Project is located at Stevens Creek Boulevard between De Anza Boulevard and N. Wolfe Road/Miller Avenue and is described as follows: The project will convert the existing Class II-B buffered bike lanes to Class IV separated bikeway by installing physical separators/curbs between the bike lane and vehicular traffic, modifying existing traffic signals with exclusive bicycle signals, and constructing a shared cycle track bus stop.
- 2.2 Time for Final Completion. The Project must be fully completed within 60 working days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about March 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding. Contractor shall procure long lead time materials including but not limited to signal poles, signal mast arms, and precast concrete blocks as soon as construction contract is awarded. Notice to Proceed will be coordinated to ensure materials will arrive in a timely manner for the work to be completed within the allowed working days.
- **2.3 Estimated Cost.** The estimated construction cost is \$1,500,000.
- **2.4 Disadvantaged Business Enterprises (DBE).** The DBE contract goal for this project is **17%**.

3. License and Registration Requirements.

- **3.1 License.** This Project requires a valid California contractor's license for the following classification(s): Class A General Engineering Contractor, C-10 Electrical Contractor for all traffic signal work.
- **3.2 DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
- 4. Contract Documents. The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from City's Business Opportunities website located at: https://apps.cupertino.org/bidmanagement/index.aspx. A printed copy of the Contract Documents is not available.

5. Bid Security. The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents, in the manner set forth in Section 4 of the Instructions to Bidders. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

6. Prevailing Wage Requirements.

- **6.1 General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
- 6.2 Rates. The prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. This Project is funded in part by federal funds and therefore subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. Federal wage rates can be found on the Department of Labor home page at https://sam.gov/content/wage-determinations.
- **6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
- 7. **Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.
- 8. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
- **9. Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.
- **10. Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

- **11. Caltrans Administered Project.** This Project is funded in whole or in part by federal funds administered under Caltrans' Local Assistance Procedures Manual ("LAPM").
 - **11.1** Federal Bidding Requirements. LAPM bidding requirements and forms are provided in Attachment A Federal Bidding Requirements. Each bidder must comply with the requirements set forth in Attachment A, including completion and submission of required federal forms with its Bid Proposal, as further specified in Attachment A.
 - 11.2 Title VI Non-Discrimination Assurances. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.) and applicable regulations, including 49 CFR Part 21, 28 CFR § 50.3, and any other applicable statutory or regulatory authorities identified in the Standard Title VI/Non-Discrimination Assurances, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract entered into pursuant to this advertisement will be subject to Appendix E of the Title VI Assurances, a copy of which is included in Attachment B Federal Contract Requirements.

By: ____

Date: <u>10/28/2024</u>

Kirsten Squarcia, City Clerk

Publication Date: 11/8/2024 & 11/15/2024

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to City of Cupertino ("City") for its Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project, Federal-Aid Project No. CML-5318 (036), CIP Project No. 2022-15 ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

- **1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will not be considered. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- **1.2 Electronic Submission.** The Bid Proposal and all required forms and attachments must be submitted in PDF format on the City's "Business Opportunities" portal at https://apps.cupertino.org/bidmanagement/index.aspx. To submit a bid, (1) select the folder icon in the "Actions" column for the Project; (2) select the "Electronic Submission" tab; (3) when the log-in screen appears, enter the log-in credentials used to access the Contract Documents and/or create an account, as appropriate; (4) after logging in, carefully follow all instructions for electronic submission of the Bid Proposal and all required forms and attachments. Each bidder should familiarize itself with the City's "Business Opportunities" portal before the bid deadline. Electronic submission may take more time than anticipated. Each bidder should plan accordingly and afford itself ample time to upload its bid. Bids that are in the process of uploading but are not completely uploaded by the bid deadline will be automatically rejected by the portal. The portal will not allow submission after the bid deadline.
- **1.3 Bid Opening.** City will open all Bidder's bid on December 5, 2024 at 2:00 p.m. Bid opening will be available for public viewing at City Hall, 10300 Torres Avenue Cupertino, CA 95014.
- **1.4 Bid Posting.** The amount of each bid and such other relevant information as the City deems appropriate, together with the name of each bidder, shall be posted on the City website <u>https://apps.cupertino.org/bidmanagement/index.aspx</u> on the first working day following a period of 48 hours after the bid opening and remain open to public inspection for a period of not less than fifteen (15) calendar days after the bid opening.
- **1.5 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder without opening its bid. (Labor Code §§ 1725.5 and 1771.1(a).)

- **1.6 Complete Bid Package Submittal Checklist.** This checklist identifies the documents that **MUST** be submitted as part of the bid package to be considered responsive.
 - ____ 1. Bid Proposal
 - _____ 2. Bid Schedule
 - _____ 3. Subcontractor List
 - 4. Equal Employment Opportunity Certification
 - _____ 5. Public Contract Code Statement
 - 6. Debarment and Suspension Certification (if there are exceptions)
 - _____7. Disclosure of Lobbying Activities (if applicable)
 - _____8. Non-collusion Declaration
 - _____ 9. Bid Bond
 - _____ 10. Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE)

The following forms below are required to be submitted no later than 4:00 p.m. on the 5th calendar day after the bid opening. Failure to submit the required forms on time may result in the City deeming the bid package non-responsive. Forms shall be submitted electronically to <u>JasonW@cupertino.gov</u>.

- 1. Subcontractor Debarment and Suspension Certification
- 2. Exhibit 15-G: Construction Contract DBE Commitment
- 3. Exhibit 15-H: Contractor Good Faith Efforts (if applicable)
- 4. LAPM 9-I: DLA DBE Confirmation
- 2. Bid Proposal Form and Enclosures. Each Bid Proposal must be completed legibly using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, a PDF copy of the bid security, and any other required enclosures, as applicable. In addition to submitting a PDF copy of the bid security, each bidder must also send the original form of bid security to the City, as set forth in Section 4, below.
- **3. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.
- 4. **Bid Security.** Each bid must be guaranteed by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California.

- **4.1** Form of Security and Submission. In addition to submitting a PDF copy of the bid security, the wet-inked original bid bond, cashier's or certified check, must be sent to the City via U.S. Mail or a reliable overnight delivery service in a sealed envelope addressed to City of Cupertino, Office of the City Clerk, 10300 Torre Avenue, Cupertino, CA 95014 and clearly labeled with the bidder's legal name and address, the Project title, and date and time of the bid deadline. The envelope containing the original form of bid security must be postmarked or otherwise dated to show that it was submitted to the United States Postal Service or overnight delivery service by or before the date of the bid deadline.
- **4.2 Bid Guarantee.** The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements, submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
- 5. Requests for Information. Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to Jason Wong, P.E., Senior Civil Engineer, at <u>JasonW@cupertino.gov</u>. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.

6. Pre-Bid Investigation.

- **6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.
- **6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.
- **6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at

the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

- **6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid. No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda. Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <u>https://apps.cupertino.org/bidmanagement/index.aspx</u>.
- **9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest. Any bid protest against another bidder must be submitted in writing and received by City at 10300 Torre Avenue Cupertino, CA 95114 or sent via email at <u>CapitalProjects@cupertino.gov</u> before 5:00 p.m. no later than two Working Days following the date upon which the City posts the bid results ("Bid Protest Deadline") and must comply with the following requirements:
 - **10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes

weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).

- **10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- **10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- **10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- **10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- **10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- **10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights. City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first

issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

- **12. Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
- **13.** License(s). The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within 30 days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
- **14. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
- **15. Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
- 16. In-Use Off-Road Diesel-Fueled Fleets. If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.
- **17. Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.
 - 17.1 Incorrect Totals. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

- **17.2 Estimated Quantities.** Unless identified as a "Final Pay Quantity," the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.
- **18. Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
- **19.** Federal Subcontracting Requirements. This Project is funded in whole or in part by the federal government. Contractor must comply with all applicable federal requirements as further specified in the Contract Documents, and when procuring Subcontractors, must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - **19.1 Solicitation Lists.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - **19.2 Soliciting Potential Sources.** Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - **19.3 Maximizing Participation.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - **19.4 Establishing Delivery Schedules.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - **19.5 Organizational Assistance.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- **20.** For Reference Only. The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:

Attachment C: Exaro Technologies Corporation Kimley Horn Potholing Report dated 12/21/2022, 1/25/2023, and 4/3/2023

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project Federal-Aid Project No. CML-5318 (036), CIP Project No. 2022-15

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

- Base Bid. Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price ("Base Bid"):
- 2. Addenda. Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

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

- **3. Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
 - **3.1 Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
 - **3.2 Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - **3.3 Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
 - **3.4 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
 - **3.5 Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
 - **3.6** Iran Contracting Act. If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a

person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

- **4. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Potential Award to Bidder then within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
 - **4.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
 - **4.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
 - **4.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
 - **4.4** Certificates of Reported Compliance. Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See Section 16 of the Instructions to Bidders.)
- 5. Bid Security. As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

	check payable to City and issued by
\$	[Bank name] in the amount of
	d form included with the Contract Documents, payable to City nsed to do business in the State of California.
This Bid Proposal is hereby submitted on	, 20
s/	Name and Title
s/ [See Section 3 of Instructions to Bidders]	Name and Title
Company Name	License #, Expiration Date, and Classification
Address	DIR Registration #
City, State, Zip	Phone
Contact Name	Contact Email
END	OF BID PROPOSAL

Bid Schedule

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

AL = Allowance	CF = Cubic Feet	CY = Cubic Yard	EA = Each	LB = Pounds
LF = Linear Foot	LS = Lump Sum	SF = Square Feet	TON = Ton (20	000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Temporary Water Pollution Control	1	LS	\$	\$
4	Field Engineering and Survey Work	1	LS	\$	\$
5	Remove Asphalt Concrete	1,900	SF	\$	\$
6	Remove Concrete (Curb and Gutter)	210	LF	\$	\$
7	Remove Concrete (Bus pad)	2,100	SF	\$	\$
8	Remove Concrete (Sidewalk)	710	SF	\$	\$
9	Hot Mix Asphalt (Type A)	30	TONS	\$	\$
10	Concrete Bus Pad	660	SF	\$	\$
11	Concrete Curb	515	LF	\$	\$
12	Concrete Bike Path	1,680	SF	\$	\$
13	Concrete Sidewalk/Pedestrian Platform	2,115	SF	\$	\$
14	Truncated Domes	330	SF	\$	\$
15	Trench Drain Frame and Grate	1	LS	\$	\$
16	Precast Concrete Block (8' long)	333	EA	\$	\$
17	Precast Concrete End Block (8' long)	77	EA	\$	\$
18	4" White Buffer Stripe	40	LF	\$	\$
19	12" White Thermoplastic Traffic Stripe	170	LF	\$	\$
20	24" White Thermoplastic Traffic Stripe	700	LF	\$	\$
21	Remove (E) Pavement Marking/Striping	1	LS	\$	\$
22	Detail 37B	120	LF	\$	\$
23	Detail 38	300	LF	\$	\$
24	Detail 39	3,200	LF	\$	\$
25	Detail 39A	2,800	LF	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
26	Pavement Markings	850	SF	\$	\$
27	Green Pavement Markings	12,320	SF	\$	\$
28	Furnish and Install Sign on New Pole	8	EA	\$	\$
29	Furnish and Install Sign on Existing Pole	5	EA	\$	\$
30	Furnish and Install Flexible Post	3	EA	\$	\$
31	Traffic Signal and Lighting System (Stevens Creek Boulevard/Wolfe Road)	1	LS	\$	\$
32	Traffic Signal and Lighting System (Stevens Creek Boulevard/De Anza Boulevard)	1	LS	\$	\$
				TOTAL	\$

TOTAL BASE BID: Items 1 through 32 inclusive: \$_____

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

BIDDER NAME:

END OF BID SCHEDULE

Subcontractor List

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

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

END OF SUBCONTRACTOR LIST

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

Equal Employment Opportunity Certification

The bidder	, proposed
subcontractor	, hereby certifies that he has , has
not, participated in a previous contract or subcontract sub	ject 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 Com	pliance, a Federal Government contracting or
administering agency, or the former President's Committee on	Equal Employment Opportunity, all reports due
under the applicable filling 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.

END OF EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

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

END OF PUBLIC CONTRACT CODE STATEMENTS

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

END OF DEBARMENT AND SUSPENSION CERTIFICATION

Subcontractor Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Authorized Representative	
Name (typed)	Signature
Title	Date

Name of Company

Project Name

BIDDER'S SUBCONTRACTOR SHALL SUBMIT A SIGNED "SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION" NO LATER THAN 4:00 P.M. ON THE 5TH CALENDAR DAY AFTER BID OPENING FOR EACH SUBCONTRACTOR LISTED IN THE BID. FAILURE TO SUBMIT SUBCONTRACTOR CERTIFICATION MAY DEEM A BID NON-RESPONSIVE.

EMAIL FORM TO <u>JasonW@cupertino.gov</u>

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: The certification of this provision is a material representation of fact upon which reliance was place. Providing false information may result in criminal prosecution or administrative sanctions and the termination of the contract for default.

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 conformance with its instructions.

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

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

Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBY	INO ACTIVITIES FORSUANT TO 51 U.S.C. 1552			
1. Type of Federal Action: 2. Status of F	Tederal Action: 3. Report Type:			
a. contract a. bid/offer/a				
b. grant b. initial aw				
c. cooperative agreement c. post-awar				
d. loan	For Material Change Only:			
e. loan guarantee	year quarter			
f. loan insurance	date of last report			
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee,			
4. Name and Address of Reporting Entity	5. If Reporting Entry in No. 4 is Subawardee, Enter Name and Address of Prime:			
Prime Subawardee	Enter Plante and Address of France.			
Tier, if known				
Congressional District, if known	Congressional District, if known			
	_			
6. Federal Department/Agency:	7. Federal Program Name/Description:			
	CFDA Number, if applicable			
9 Federal Action Number : florence				
8. Federal Action Number, if known:	9. Award Amount, if known:			
10. a. Name and Address of Lobby Entity	b. Individuals Performing Services (including			
(If individual, last name, first name, MI)	address if different from No. 10a)			
	(last name, first name, MI)			
(attach Continuation	Sheet(s) if necessary)			
11. Amount of Payment (check all that apply)	13. Type of Payment (check all that apply)			
\$actual planned	a. retainer			
	b. one-time fee			
12. Form of Payment (check all that apply):	c. commission			
a. cash	d. contingent fee			
b. in-kind; specify: nature	e deferred			
	H			
value	f. other, specify			
14. Brief Description of Services Performed or to be p				
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:				
15. Continuation Sheet(s) attached: Ves	No 🗖			
15. Continuation Sheet(s) attached: Yes	No			
16. Information requested through this form is authorized by				
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying	No Signature:			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction	Signature:			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying				
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when 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	Signature: Print Name:			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when 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	Signature:			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when 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	Signature:			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when 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	Signature:			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when 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	Signature:			

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Non-collusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____ [business name], the party making the foregoing bid.

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

s/_____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

	("Bidder") has submitted	а
bid, dated	, 20 ("Bid"), to	
<	> ("City") for work on the	
<	> Project ("Project"). Under this duly	1
executed bid bond ("Bid Bor) Bidder as Principal and	te

executed bid bond ("Bid Bond"), Bidder as Principal and ______, if surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

- **1. General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
- **2. Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
 - **2.1 Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");
 - **2.2 Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - **2.3 Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;
 - **2.4 Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;
 - 2.5 Certificates of Reported Compliance. Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if the Project involves the use of vehicles subject to the Off-Road Regulation; and any other documents required by the Instructions to Bidders or Notice of Potential Award.
- **3. Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

This Bid Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/_____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/_____

Date

Name, Title

END OF BID BOND

STEVENS CREEK BOULEVARD CLASS IV BIKE LANE PHASE 2A PROJECT

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

Part A: General Information

Bidder Business Name:	_("Bidder")
Check One: Corporation (State of incorporation:) Partnership Sole Proprietorship Joint Venture of: Other:	
Main Office Address and Phone:	
Local Office Address and Phone:	
Website Address:	
Owner of Business:	
Contact Name and Title:	
Contact Phone and Email:	
Bidder's California Contractor's License Number(s):	
Bidder's DIR Registration Number:	
Part B: Bidder Experience	
1. How many years has Bidder been in business under its present business name	? years
2. Has Bidder completed projects similar in type and size to this Project as a gene YesNo	ral contractor?
 Has Bidder ever been disqualified from a bid on grounds that it is not responsib disqualified or debarred from bidding under state or federal law? YesNo 	le, or otherwise

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

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

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

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

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

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

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

Part C: Safety

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

Year	EMR

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

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

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

_____Yes _____No

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

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

Title

Name

Email

Part D: Verification

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

Signature: _____

Date: _____

By:

Name and Title

END OF BIDDER'S QUESTIONNAIRE

Contract

This public works contract ("Contract") is entered into by and between City of Cupertino ("City") and _________ ("Contractor"), for work on the Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project, Federal-Aid Project No. CML-5318 (036), CIP Project No. 2022-15 ("Project").

The parties agree as follows:

- 1. Award of Contract. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On ______, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No alternates.
- 2. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - **2.1** Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - **2.3** Addenda, if any;
 - **2.4** Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - **2.6** Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - **2.9** Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following:
 - 1) Exhibit A Form FHWA 1273
 - 2) Exhibit B Minimum Federal Wage Rates Determination
 - 3) Exhibit C Bid Schedule
- 3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
- 4. Payment. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$______("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

- 5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 60 working days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
- 6. Liquidated Damages. As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$4,200 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
- 7. Labor Code Compliance.
 - **7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR. This Project is funded in whole or in part by federal funds and therefore subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate.

The Minimum Federal Wage Rates Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract (Exhibit B). This wage rate determination applies to federal-aid contracts and all work performed exceeding \$2000 by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

- **7.3 DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
- 8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
- **9. Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
- **10. Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor

and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Attn: Jason Wong, Senior Civil Engineer City of Cupertino – Public Works 10300 Torre Avenue Cupertino, CA 95014 PH: (408) 777-3215 Email: JasonW@cupertino.gov

Contractor:

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

12. General Provisions.

- **12.1** Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- **12.2** Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.
- **12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- **12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- **12.5** Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- **12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

- **12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- **12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.
- **13. Federal Requirement.** The provisions of Form FHWA 1273 is hereby physically attached, unmodified as a part of this contract (Exhibit A). This provision applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

[Signatures are on the following page.]

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

CITY:	Approved as to form:
s/	s/
Name, Title	Name, Title
Date:	Date:
Attest:	
s/	-
Name, Title	_
Date:	
CONTRACTOR:Business Name	
s/	_ Seal:
Name, Title	_
Date:	_
Second Signature (See Section 12.8):	
s/	-
Name, Title	_
Date:	_
Contractor's California License Number(s) ar	nd Expiration Date(s)
13	ND OF CONTRACT

Payment Bond

The City of Cupertino ("City") and ______ ("Contractor") have entered into a contract for work on the Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project, Federal-Aid Project No. CML-5318 (036), CIP Project No. 2022-15 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- General. Under this Bond, Contractor as principal and _______ its surety ("Surety"), are bound to City as obligee in an amount not less than \$_______, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation. If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- **3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers. Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

tn:	
ldress:	
ty/State/Zip:	
none:	
nail:	

6. Law and Venue. This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/_____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/_____

Name, Title

APPROVED BY CITY:

s/_____

Date

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Cupertino ("City") and ______ ("Contractor") have entered into a contract for work on the Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project, Federal-Aid Project No. CML-5318 (036), CIP Project No. 2022-15 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

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

7. Notice. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn:	
Address:	
City/State/Zip:	
Phone:	
Fax:	
Email:	

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

SURETY:

Business Name

s/_____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/_____

Date

Name, Title

APPROVED BY CITY:

s/_____

Date

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day unless otherwise specified.

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

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

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

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

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

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

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

Furnish means to purchase and deliver for the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Technical Specifications has the same meaning as Specifications.

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

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City. Working day shall be consistent with the definition in Caltrans Standard Specifications Section 1-1.07.

Holidays observed by the City and furlough days are:

- a. New Year's Day, January 1;
- b. Martin Luther King Jr.'s Birthday, third Monday in January;
- c. Lunar New Year, date varies, approximately the first week in February;
- d. Presidents' Day, third Monday in February;
- e. Cesar Chavez Day, March 31 or April 1 observed
- f. Memorial Day, last Monday in May;
- g. Juneteenth, June 19

- h. Independence Day, July 4;
- i. Labor Day, first Monday in September;
- j. Veterans' Day, November 11;
- k. Thanksgiving Day, as designated by the President;
- I. The Day following Thanksgiving Day;
- m. Christmas Day, December 25;
- n. City Closure, December 24, 26, 27,28,29,30 and 31: and each day appointed by the Governor of California and formally recognized by the Santa Clara County Board of Supervisors as a day of mourning, thanksgiving, or special observance.

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

Article 2 - Roles and Responsibilities

2.1 City.

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

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

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

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

2.2 Contractor.

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

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

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

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

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

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

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems

encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

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

(1) *Correction of Defects.* Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and other Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

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

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

to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

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

2.3 Subcontractors.

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

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

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

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

2.4 Coordination of Work.

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

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

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

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

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

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

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

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

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

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

- 2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.
- **2.7** Access to Work. Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel. Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be reemployed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

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

Duty to Notify and Seek Direction. If Contractor becomes aware of a changed (B) condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

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

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

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

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

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract

Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and

(Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

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

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

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

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

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

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

- (3) Any reference to the "Department" or "State" is deemed to mean City.
- **3.4** For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document,

study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

- **3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect on the date that bids were due.
- **3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.
- **3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

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

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

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work

or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

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

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

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

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

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

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all

loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

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

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

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

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

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

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

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

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

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

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

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

Article 5 - Contract Time

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

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

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

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

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

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including

when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

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

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

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

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

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

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

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

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

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

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

5.3 Delay and Extensions of Contract Time.

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

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

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications). (1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

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

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

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

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

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

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

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

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

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

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

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

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

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual

impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

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

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

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

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

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

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

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

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

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

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

Article 6 - Contract Modification

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

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

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

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This

notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or

quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

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

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

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

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

7.2 **Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

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

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

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

Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

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

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

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

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

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

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

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

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

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

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

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

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

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

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

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final

Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

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

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

7.7 Substitutions.

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

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

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

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

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

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

7.8 Testing and Inspection.

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

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

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

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

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

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

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

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

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

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

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

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

(A) *Air Emissions Control.* Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

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

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

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

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or

mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

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

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

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

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

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

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

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

must be represented by coordinates and by the horizontal distance from visible aboveground improvements.

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

7.12 Existing Utilities.

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

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

- **7.13** Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein..
- **7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

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

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

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

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

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

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

- 7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.
- **7.16** New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.
- 7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

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

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in

protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

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

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

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

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

Article 8 - Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **8.4 Early Occupancy.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.
- 8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

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

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

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

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

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

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

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited.

Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) *Eight Hour Day.* Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

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

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

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

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

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

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

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

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

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

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

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the

Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

- **10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- **10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

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

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

- **10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.
- **10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) *Final Inspection and Punch List.* When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must

include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

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

(C) **Acceptance.** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

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

11.2 Warranty.

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

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

suppliers and manufacturers any special or extended warranties required by the Contract Documents.

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

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

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

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

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

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

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

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

(B) *City's Responsibility.* City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are

being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

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

Article 12 - Dispute Resolution

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

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

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

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

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

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

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

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any

Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

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

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

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

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

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

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

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

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

(C) Submission Deadlines.

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

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

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

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

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

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

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

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

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if

needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

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

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

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

12.5 Mediation and Government Code Claims.

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

(B) Government Code Claims.

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

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

- **12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- **12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- **12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled

to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; nonavailability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.

- **12.9** Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- **12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

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

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

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

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

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

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

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

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

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

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

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

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

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

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

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

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

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

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim

procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

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

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

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

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

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

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

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

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

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

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

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation,

warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- **14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- **14.3** Waiver. City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- **14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- **14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- **14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. **Proper Disposal.** All demolished material, including existing signal pole removal, shall be disposed of in a legal location. Contractor shall provide documentation to the City where materials will be disposed at.

2. Authorized Work Days and Hours.

- 2.1 Authorized Work Days. Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City: Monday to Friday.
- **2.2 Authorized Work Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project between 7:00 a.m. to 4:00 p.m., Monday through Friday (excluding City observed holidays). Any request for work outside of these hours must be submitted in writing and approved in advance by the City's Team two working days in advance. No equipment or material may be delivered or off-hauled except between the hours of 7:00 a.m. and 4:00 p.m. No equipment that has a safety back up beeper may be operated before 7:00 a.m. on any day.

Contractor shall obtain City's approval prior to any lane closure. Traffic control plan must be submitted to the City for review and approval. Lane closures on Stevens Creek Boulevard shall be allowed during the times listed below: West Bound: 9:00 a.m. - 2:30 p.m. East Bound: 9:00 a.m. - 3:00 p.m.

Duration of lane closure for bus pad work must be approved by the City prior to work occurring.

Note that there are additional restrictions per City of Cupertino Truck Traffic Routes, Section 11.32 of the Cupertino Municipal Code.

- 2.3 Road Shutdown. Contractor will execute the Work while roads are in operation except for the periods of permitted shutdown. For shutdown periods, Contractor will prepare and submit a detailed plan that includes shutdown schedule, planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of City and staff, and contingency plans. Contractor will allow sufficient time for review and re-submittal of the shutdown plan until acceptable to City. Contractor will employ sufficient labor, superintendence, and equipment on a 24-hour, 7 days a week basis during shutdown and other operational disruptions to complete Work within the specified periods at no additional cost to the City. Once initiated, Work may proceed on extra shift or around-the-clock basis as necessary. When required to minimize treatment process interruptions while complying with specified sequencing constraints, Contractor will provide power, lighting, controls, instrumentation, and safety devices.
- **2.4 Noise Limitation**. No non-construction noise will be allowed, this includes amplified music, radio or other noise not due to construction activities.
- 3. **Pre-Construction Conference.** City will designate a date and time for a preconstruction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:

- **3.1** Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- **3.2** List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- **3.3** Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- **3.4** Traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- **3.5** Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after City issues the Notice to Proceed;
- **3.6** Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- **3.7** Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- **3.8** Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- **3.9** Videotape and photographs recording the conditions throughout the preconstruction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- **3.10** If requested by City, Contractor's cash flow projections; and
- **3.11** Any other documents specified in the Special Conditions or Notice of Potential Award.
- 4. Insurance Requirements. The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.
 - **4.1 Builders Risk Insurance Waived.** The builder's risk insurance policy requirement set forth in subsection 4.3(A)(5) of the General Conditions is hereby waived and does not apply to this Contract.
- 5. Construction Manager Role and Authority. A Construction Manager will be assigned to this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.

- **5.1 Communications.** Contractor must submit all notices and communications relating to the Work directly to the Construction Manager and to the City in writing.
- **5.2 On-Site Management and Communication Procedures.** The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.
- **5.3 Contract Administration Procedures.** The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.
- **5.4 Pre-Construction Conference.** Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.
- **5.5 Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.
- 6. Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents. Copies of any funding agreement between City and a funding agency will be made available upon request.
 - **6.1 Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

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

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

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or

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

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

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

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

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

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

- **6.2 Davis-Bacon Act.** Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination.
- **6.3 Copeland "Anti-Kickback" Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 6.4 Contract Work Hours and Safety Standards Act. In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

(A) No Contractor or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.

(B) If Contractor or a Subcontractor violates this requirement, the Contractor and any responsible Subcontractor will be liable for the unpaid wages. In addition, the Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

(C) Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.

- **6.5 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 6.6 Federal Water Pollution Control Act. If the Contract is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

- **6.7 Suspension and Debarment.** Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.
- 6.8 Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.
- 6.9 Procurement of Recovered Materials. The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- 6.10 Prohibition on Covered Telecommunications. Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities): Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- **6.11 Domestic Preferences for Procurements.** As appropriate and to the extent consistent with Laws, the City should, to the greatest extent practicable under a

federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

- 7. Federal Contract Requirements. This Project is funded in whole or in part by federal funds administered under Caltrans' Local Assistance Procedures Manual ("LAPM"). LAPM contract requirements are provided in Attachment B Federal Contract Requirements. Contractor must comply with the requirements set forth in Attachment B.
- 8. **Close Out Requirements.** Contractor's close out requirements include the following, if applicable:
 - **8.1** Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.
 - **8.2** Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed land surveyor as required by California law.
 - 8.3 Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
- 9. Lines and Grades Verification. All Work must be done to the lines, grades, and elevations indicated on the Plans and Specifications, and in accordance with all applicable codes and laws. Contractor is required to verify forms and other work comply with lines, grades and elevations. Prior to pouring or placing any concrete or asphalt, Contractor must have a California licensed land surveyor or civil engineer field verify lines, grades and elevations prior to proceeding with the placement of concrete or asphalt. The land surveyor or civil engineer must have at least five years of relevant experience, and must be acceptable to the City. Contractor must provide City verification of the licensing and experience for each proposed land surveyor or civil engineer. Contractor must provide City with inspection results for form and grade work. Contractor must remedy any non-compliant Work at no additional cost to City.
- **10. Parking Restrictions.** Parking is not permitted on the Project site. Contractor and Subcontractors will direct their respective workers to park in approved staging area or other appropriate off-site locations, including public parking facilities or public streets adjacent to or near the Project site, in compliance with applicable parking restrictions and requirements, and without blocking driveways and access. Contractor and its Subcontractors will encourage their respective workers to carpool.
- **11. Notification of Residents, Schools and Businesses.** The Contractor shall notify, in writing, residents, businesses and schools within a 300-foot radius of project limits at a minimum of two times prior to start of construction. The first notice shall be given to all residents, businesses and schools within the project area **five working days** prior to any

construction operation. The second notice shall be given to residents, businesses and schools **two working days** prior to any construction operation. Both notices shall be in writing and submitted to the Engineer for review and approval. Sample notice is below.

Notices shall include the project name, describe the nature and duration of the Contractor's operations, and provide a toll-free telephone number or (408) area code number at which a Contractor's representative may be contacted **24 hour per day** for problems or emergencies encountered by residents and/or businesses. Answering machines and voice mail shall not be permitted. The notice shall also contain the City's Construction Manager contact information.

A separate notice shall be given at least **two working days** prior to any anticipated service/utility disruption or temporary closure of access to any driveway. The notice shall indicate the duration of the disruption. The Contractor shall submit a written request to the Engineer regarding the temporary closure of access to any driveway. No driveway access shall be closed by the Contractor at any time without prior written authorization from the Engineer.

If construction operations are delayed for any reason beyond the duration stipulated in the notices, the Contractor shall re-issue written notices that explain the delay and provide a revised schedule.

All written notices to residents, schools, businesses, agencies, etc. shall be submitted to the City for review and approval. Provide the City with a schedule of the notification deliveries so that the City can confirm that the notification was completed.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed therefore.

SAMPLE NOTICE:

NOTICE TO RESIDENTS / BUSINESS OWNERS Date: [MONTH] [DAY], [YEAR] Subject: [NAME OF PROJECT] – [Seven Day OR Two Day] Notice

This notice is to inform you that the City of Cupertino, Department of Public Works, has contracted with [CONTRACTOR NAME] to [SCOPE OF WORK] along [STREET NAME] from [ADJACENT CROSS STREET] to [ADJACENT CROSS STREET]. This [SCOPE OF WORK] will mainly occur on [WEEKDAYS, SEE "SCHEDULE OF WORKING DAYS/HOURS"] from [START TIME] to [END TIME] and is scheduled to start in your area APPROXIMATELY seven days from the date of this notice and will continue from [START DATE] until [END DATE]. Please be aware that there may be construction activities that cause traffic delays.

[CONTRACTOR NAME] will make every effort to maintain normal traffic access and minimize disruption in your neighborhood. No Parking / Tow-Away signs will be posted in affected areas two working days in advance of enforcement. Access to driveways will be maintained at ALL times during the construction.

Prior to activities in your immediate area, you will be sent a notification **TWO WORKING DAYS** before work begins. **[CONTRACTOR NAME]** and the City of Cupertino, Department of Public Works, apologize for any inconvenience due to these activities. If you have any questions or need assistance as these activities progress, please call the number(s) listed below:

[CONTRACTOR NAME]

[NAME OF PROJECT MANAGER, CONTRACTOR) Project Manager (XXX) XXX-XXXX (24-hour number) City of Cupertino (NAME OF CONSTRUCTION MANAGEMENT FIRM IF ONE) (PERSON'S NAME FROM CONSTRUCTION MANAGEMENT FIRM) (XXX) XXX-XXXX (24-hour number) City Office: (408)777-3354 Department of Public Works

Thank you for your patience and cooperation, [NAME OF PROJECT MANAGER, CONTRACTOR], Project Manager [NAME OF CONSTRUCTION FIRM]

12. EXISTING EQUIPMENT. Contractor will carefully remove all existing equipment from the Project site. If the City specifies or indicates that equipment is to be salvaged and reused or to remain the property of City then the Contractor will reuse or return the equipment to the City. Contractor will store and protect salvaged equipment specified to be reused in the Work. Contractor will deliver to the City in good condition the equipment that is to remain City property but not be reused in the Work.

If an item specified to be salvaged is damaged during its removal, storage, or handling through carelessness or improper procedures, then Contractor will replace that equipment in kind or with a new item. For those items specified to be salvaged Contractor may choose to instead furnish and install new equipment, in which case the original, removed items will become Contractor's property. Existing materials and equipment removed by Contractor will only be reused in the Work if so specified or indicated by the City.

- **13. CONNECTIONS TO EXISTING FACILITIES.** Unless otherwise specified or indicated, Contractor will make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor will receive permission from City or the owning utility prior to undertaking connections and coordinate as needed to accommodate the facilities operations. Contractor will protect facilities against deleterious substances and damage.
- 14. SUBMITTALS FOR QUALITY ASSURANCE. In the Technical Specifications, the City may specify quality assurance requirements, including qualifications for special skills and experience required of the Contractor. For any specified skill, the Contractor may use a subcontractor that specializes in the work and meets the performance requirements or the Contractor may self-perform the work, subject to demonstrating the necessary skill, experience, and/or certifications to perform the work.

15. ORDER OF WORK

- **15.1** Procure long lead time materials including signal poles, mast arms, pre-cast concrete blocks, etc.
- **15.2** Coordination with VTA and relocation of existing bus stop
- **15.3** Demolition and construction of bus pad, bus platform, curb, sidewalk, and other improvements on the southeast corner of Stevens Creek Blvd. and De Anza Blvd.

- **15.4** Stake elevations points, construct forms, and gain written approval from City for concrete improvements
- **15.5** Traffic signal work
- **15.6** Roadway striping work
- **15.7** Installation of precast concrete curbs

16. VTA COORDINATION.

The Contractor shall coordinate with the City and Santa Clara Valley Transportation Authority (VTA) regarding the temporary relocation of the existing bus stop located at the southeast corner of the De Anza Boulevard and Stevens Creek Boulevard intersection to the temporary location as identified by VTA. The Contractor shall be responsible for obtaining any permits required from VTA (Construction Access Permit, Oversight Permit, etc.) and related permit fees and compensation shall be paid in the mobilization of the project specifications.

The City will contact VTA and obtain the contact information for the VTA representative responsible for assisting with the temporary relocation of the existing bus stop. The City will provide the Contactor the VTA representative contact information. VTA will notify the end users and temporarily relocate the bus stop. Please contact <u>Bus.Stop@vta.org</u> or 408-321-5800 for coordination of temporary bus stop and construction inspections. Please contact Victoria King at <u>Victoria.King@vta.org</u> or 408-321-5824 for permit applications.

The temporary bus stop shall be relocated and functioning prior to the demolition of concrete improvements near the bus stop at the southeast corner of Stevens Creek Blvd. and De Anza Blvd.

Prior to project close-out the Contractor shall be responsible for coordinating with the City and VTA regarding the removal of the temporary bus stop by VTA.

Contractor temporary bus stop relocation efforts shall be paid in the mobilization of the project specifications.

END OF SPECIAL CONDITIONS

Attachment A – Federal Bidding Requirements

CALTRANS FORM EXHIBIT 12-B MUST BE INCLUDED IN THE BID PACKAGE IN ORDER TO BE DEEMED RESPONSIVE.

The following Caltrans Disadvantage Business Enterprises (DBE) forms Exhibit 15-G, Exhibit 15-H (if applicable), and LAPM 9-I must be received by the City no later than 4:00 p.m. on the 5th calendar day after the bid opening. Submit completed forms electronically to <u>JasonW@cupertino.gov</u>. Failure to submit required DBE forms on time may result in the City deeming the bid package non-responsive.

The DBE contract goal for this project is <u>17%</u>.

The following Caltrans form are listed here for reference and will be required to be filled out by the awarded contractor throughout construction and for final closeout. All forms can be found on Caltrans Local Assistance Website at: <a href="https://dot.ca.gov/programs/local-assistance/forms/loca

- LAPM 16-B: DLA Subcontracting Request
- LAPM 9-J: DLA Disadvantaged Business Enterprise Commercially Useful Function Evaluation
- Exhibit 9-P: Prompt Payment Certification
- Exhibit 16-Z1: Monthly DBE Trucking Verification
- Exhibit 17-F: Final Report-Utilization of DBE and First-Tier Subcontractors
- Exhibit 17-0 DBE Certification Status Change

FEDERAL PROJECT NUMBER:

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.

DBE Subcontractor Name & Location Line Item & Description Subcontract Percentage of Contractor License Numbe DBE Cert Number Annual Gross Receipts Bid Item Subcontracted Amount (Y/N)**DIR Reg Number** NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in years NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in vears NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in years NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in vears NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in years NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in years NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in vears NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in vears NAME < \$1 million < \$5 million < \$10 million City, State < \$15 million Age of Firm in years

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

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.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

		1	1				-
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
			Subcontracted	DIR Reg Number			
NAME							< \$1 million
							< \$5 million
City Otata							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in
							years
NAME							< \$1 million < \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in
							years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State	-						< \$15 million
							Age of Firm in years
NAME							< \$1 million
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							< \$10 million
City, State							< \$15 million
							Age of Firm in
							years
NAME							< \$1 million < \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in
							years
NAME							< \$1 million
							< \$5 million
City State							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME		1					
							< \$1 million < \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
							years

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Age	ency:		2. C	ontract DBE Goal:	
3. Project D	escription:				
4. Project Lo	ocation:				
5. Bidder's N	Name:		6. Prime Certifi	ed DBE: D 7. Bid Amount:	
8. Total Doll	ar Amount for <u>ALL</u> Subcontractors:		9. T	otal Number of <u>ALL</u> Subcontractors:	
10. Bid Item	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work	13. DBE Certification	14. DBE Contact Information (Must be certified on the date bids are	15. DBE Dollar

Number	Materials Supplied	Category Codes	Number	opened)	Amount

Local Agency to Complete this Section upon	Execution of Award	16. TOTAL CLAIMED DBE PARTICIPATION	•
22. Local Agency Contract Number:			\$
23. Federal-Aid Project Number:			0/
24. Bid Opening Date:			%
25. Contract Award Date:			
26. Award Amount:		IMPORTANT: Identify all DBE firms being claimed for credit, tier. Names of the First Tier DBE Subcontractors and their re	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		item(s) of work listed above must be consistent, where applied names and items of the work in the "Subcontractor List" subr bid. Written confirmation of each listed DBE is required.	
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature 18. Dat	te
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name 20. Pho	one
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency

- Original Local Agency
 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.
 Include additional copy with award package.

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.

2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.

3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab,

Seismic Rehab, Overlay, Widening, etc).

4. Project Location - Enter the project location(s) as it appears on the project advertisement.

5. Bidder's Name - Enter the contractor's firm name.

6. Prime Certified DBE - Check box if prime contractor is a certified DBE.

7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.

8. Total Dollar Amount for <u>ALL</u> 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 <u>ALL</u> subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.

10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.

11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms. **12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification

Program database.

13. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.

14. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.

15. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.

16. Total Claimed DBE Participation - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

17. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.

18. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.

19. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.

20. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

21. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. Local Agency Contract Number - Enter the Local Agency contract number or identifier.

23. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).

24. Bid Opening Date - Enter the date contract bids were opened.

25. Contract Award Date - Enter the date the contract was executed.

26. Award Amount – Enter the contract award amount as stated in the executed contract.

27. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.

28. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

29. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.

30. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

31. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

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

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

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

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

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

Pub	lications	

Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **DLA DBE CONFIRMATION**

DOT LAPM 9-I (NEW 01/2023)

FEDERAL PROJECT NUMBER

NAME OF DBE BUSINESS

NAME OF DBE REPRESENTATIVE

DBE CERTIFICATION NUMBER

NAME OF BIDDER

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

DATE

Bid Item Number	Item of work and description of services to be subcontrac	ted or materials to be provided ¹	Amount (\$)
115 4000/			
portion of the item to be per	o be performed or furnished by the DBE, describe the exact formed or furnished.	Total	
DBE firms can use this forr confirmation must be submi	n as a written confirmation or use an equivalent form. Written tted no later than 4 pm on the 5^{th} day of bid opening.	enterprise, I confirm if the bidder is will enter into a contractual agr	a certified disadvantaged business awarded the contract, my business eement with the bidder or prime d dollar amount of work shown on
		I certify under penalty of perjury that	at the foregoing is true and correct.
		Signature of DBE's Authorized Re	epresentative
		Printed Name of DBE's Authorize	d Representative
		Title of DBE's Authorized Repres	entative
		Date	

Attachment B – Federal Contract Requirements

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

1.	DISAD	VANTAGED BUSINESS ENTERPRISES (DBE)	2
	Α.	Nondiscrimination Statement	3
	В.	Contract Assurance	3
	C.	Prompt Progress Payment	3
	D.	Prompt Payment of Withheld Funds to Subcontractors	3
	Е.	Termination and Replacement of DBE Subcontractors	4
	F.	Commitment and Utilization	6
	G.	Running Tally of Attainments	7
	Н.	Commercially Useful Function	7
	I.	Use of Joint Checks	8
2.	BID OP	ENING	9
3.	BID RIG	GGING	9
4.	CONTR	ACT AWARD	9
5.	CONTR		9
6.	CHANC	GED CONDITIONS	9
	Α.	Differing Site Conditions	9
	В.	Suspensions of Work Ordered by the Engineer	9
	C.	Significant Changes in the Character of Work1	0
7	BEGIN	NING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	0
8.	BUY A	MERICA1	0
9.	QUALI	TY ASSURANCE1	1
10.	PROM	PT PAYMENT1	2
11.	FORM	FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS	2
12.	FEMAL	E AND MINORITY GOALS1	2
13.	TITLE	/I ASSURANCES1	4
14.	FEDER	AL TRAINEE PROGRAM	9
15.		BITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND CES2	0

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

• A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than <u>seven days</u> 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 delayor 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 earningsubcontractor 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 orimpair any contractual, administrative or judicial remedies, otherwise available to the contractor orsubcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficientsubcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE andnon-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 performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
- 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
- 4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

- 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
- 8. Listed DBE voluntarily withdraws with written notice from the Contract
- 9. Listed DBE is ineligible to receive credit for the type of work required.
- 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- 11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

- Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
- 2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
- 3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

- 1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
- 2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

- 1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
- 2. Provide this notification before starting the affected work
- 3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged-Business Enterprise Running Tally of Payments to <u>business.support.unit@dot.ca.gov</u> with a copy to localadministering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

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

3. BID RIGGING

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

4. CONTRACT AWARD

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

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

- 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

- If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- 2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- 3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

- 1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- 2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- 3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- 4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of ______WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of \$_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

- 1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
- If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

- 1. Non-ferrous metals
- Plastic and polymer-based products such as:
 2.1 Polyvinylchloride
 2.2 Composite Building Materials
- 3. Glass
- 4. Fiber optic cable (including drop cable)
- 5. Optical fiber
- 6. Lumber
- 7. Engineered wood
- 8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

- 1. Tools and construction equipment used in performing the work
- 2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

- 1. _____
- 2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

- 1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- 2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to <u>DBE.Forms@dot.ca.gov</u> before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website: <u>https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf</u>]

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
	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey 7360 San Francisco-Oakland	25.6
170	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA	19.6
176	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties:	
177	6920 Sacramento, CA CA Placer; CA Sacramento; CA	16.1
	Yolo Non-SMSA Counties 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	12.3
178	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
	Fresno-Bakersfield, CA SMSA Counties:	
179	0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

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

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

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion

if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

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

- a. <u>Compliance with Regulations</u>: 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. <u>Nondiscrimination</u>: 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. <u>Solicitations for Sub-agreements, Including Procurements of Materials and Equipment</u>: 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. <u>Sanctions for Noncompliance</u>: 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. <u>Incorporation of Provisions</u>: 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 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, inconsideration 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 otherwisesubjected 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, Nondiscrimination 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 intoby 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 Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and toenter, 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, personalrepresentatives, 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 of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Traince Program Special Provisions-(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on the job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the primecontractor'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 submittedinformation before the prime contractor starts work. The City/County of _____approval for this submittedprime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolledor 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 courseleading to journeyman status or has been employed as a journeyman. The prime contractor's records must showthe employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for eachclassification. The City/County of ______ and FHWA approves a program if one of the following is met:-

- 1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period-
- 2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk typist or secretarial type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of ______reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:-

- 1. For on-site training
- 2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training-
 - b. Provide the instruction to the apprentice or trainee
 - e. 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 workclassification or until the apprentice or trainee has completed the training program-

Furnish the apprentice or trainee a:-

- 1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for traineesapproved by both Caltrans and FHWA-
- 2. Certification showing the type and length of training satisfactorily completed-

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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 designbuild 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. Assurances 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 nonminority 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 nonminority 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. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in <u>29 CFR part 1</u>, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined; (ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to <u>DBAconformance@dol.gov</u>. 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.

(4) 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 will, by email to <u>DBAconformance@dol.gov</u>, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. <u>3141(2)(B)</u> of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 <u>40 U.S.C.</u> <u>3141(2)(B)</u> of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 <u>29 CFR part 3</u>; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under <u>18 U.S.C. 1001</u> and <u>31</u> <u>U.S.C. 3729</u>.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and <u>29 CFR part 30</u>.

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontract or o lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 $\underline{40}$ U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of $\frac{40 \text{ U.S.C. } 3144(b)}{40 \text{ C.S.C. } 0 \text{ or } \S 5.12(a).}$

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> <u>U.S.C. 1001</u>.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or $\frac{29 \text{ CFR part 1}}{29 \text{ CFR part 1}}$ or $\frac{3}{2}$;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or $\underline{29 \ CFR \ part 1}$ or $\underline{3}$; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>.

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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)

 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 longstanding 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 Federalaid 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 200.327.

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 200.327.

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.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment C – Kimley Horn Potholing Report



Technologies Corporation

Kimley Horn Potholing Report

12/21/2022 1/25/2023

EXARO Technologies Corporation

1831 Bayshore Highway Burlingame, California Mario Lopez Office (650)777-4324 Cell: (408)221-5090 mle@exarotec.com

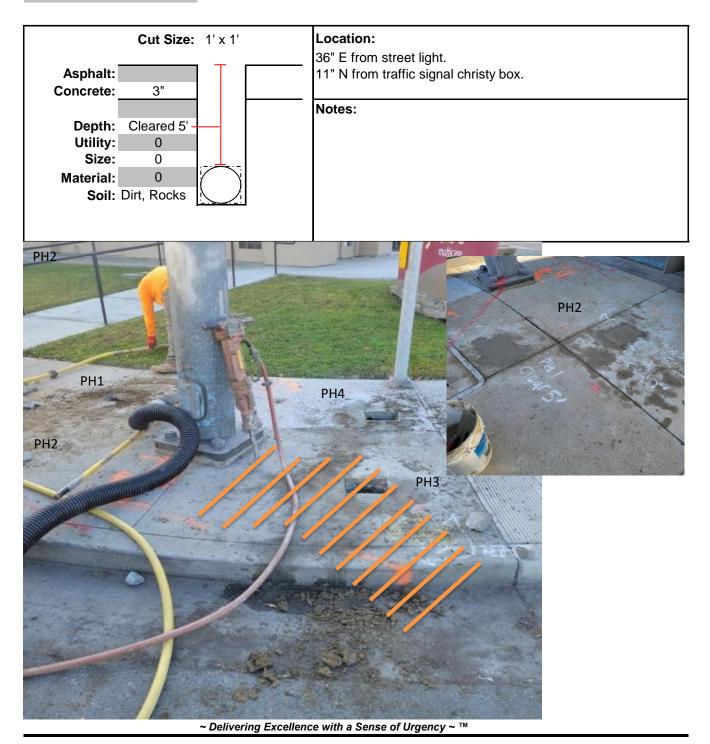
~ Delivering Excellence with a Sense of Urgency ~ ™

Date:	12/21/2022	
Prepared For:	Kimley Horn	
Project #:	22-1133	
Location:	Cupertino	

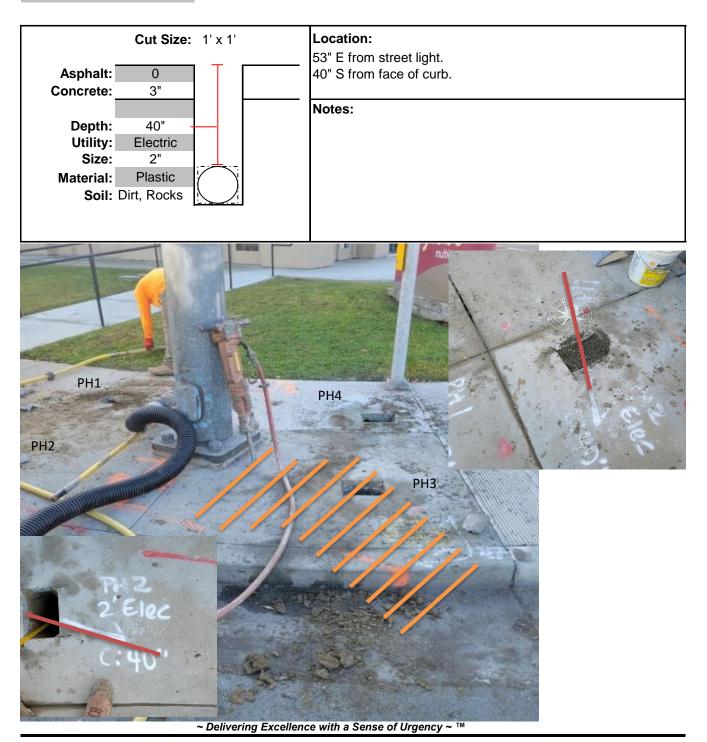


PH #	Street	Cut Size	Asph	Conc.	Soil	Utility	Utility Size	Material	Depth	Location Reference / Notes
	SE Corner		7.00							
	Stevens Creek Blvd &									36" E from street light.
1	Wolfe Rd	1' x 1'		3"	Dirt, Rocks				Cleared 5'	11" N from traffic signal christy box.
	SE Corner									
2	Stevens Creek Blvd & Wolfe Rd	1' x 1'		3"	Dirt, Rocks	Electric	2"	Plastic	40"	53" E from street light. 40" S from face of curb.
	SE Corner							1 100110		
	Stevens Creek Blvd &				Dirt, Rocks,					28" SE from face of curb.
3	Wolfe Rd	1' x 1'		3"	Concrete	Comm	Duct	Concrete	6"	29" SW from street light.
	SE Corner Stevens Creek Blvd &									49" SE from face of curb.
ЗA	Wolfe Rd	1' x 1'		3"	Dirt, Rocks				Cleared 5'	21" SW from street light.
	SE Corner									Ŭ
	Stevens Creek Blvd &									75" SE from face of curb.
4	Wolfe Rd	1' x 1'		3"	Dirt, Rocks				Cleared 5'	28" SW from street light.
	NW Corner Stevens Creek Blvd &									34" N from face of curb.
5	De Anza Blvd	1' x 1'			Dirt,Rocks				Cleared 5'	32" W from traffic signal christy box.
	NW Corner									
	Stevens Creek Blvd &				Dir Diriti					68" N from face of curb.
6	De Anza Blvd	1' x 1'			Dirt, Rocks				Cleared 5'	36" W from traffic signal christy box.
Foreman	Chris D				ew/Flagger				Standby Rep	
Technician	Juan Carl	os	1	Addt'l Cre	ew/Flagger				Client Rep	
Timesheet	Date	Start/End	Hours	от	Night Stay	Check	Check		Additional Ec	uipment/Material used:
Monday		1			<u> </u>	Arrow Board	Electronic			• •
Monady		1					Detector			
Tuesday		/				Cold patch	GPR			
Wednesday	12/21/2022	/	8			Class II	Pk nails & shiners			
Thursday		/				Hotmix Aspht	Vibra-plate		Field Change	s or Special Requests from Client Representative:
Friday		/				CDF/slurry	Flat bed			
Saturday		/				Ready-mix conclue	Pick-up truck #]	
Sunday		/				Cutback	Vac rig # 9	\checkmark	Client Represer	ntative Signature:

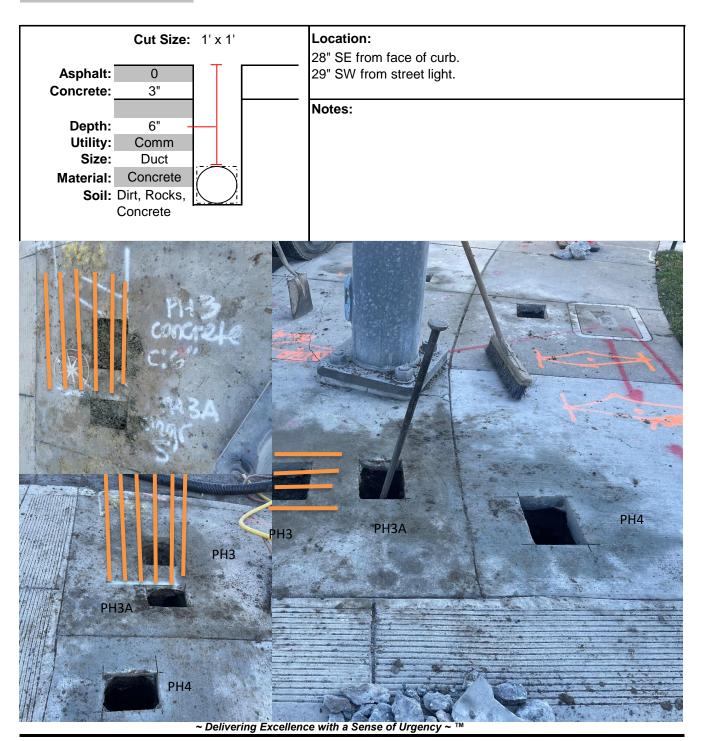
	Subsurface Utility Report					®	
Client	Kimley Horn						
Project #	22-1133		E	\times	\mathbf{A}	R	\bigcirc
City	Cupertino			Technol	ogies Cor	poration	
Date	12/21/2022						



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Client	Kimley Horn					
Project #	22-1133		\times	\mathbf{A}	R	\bigcirc
City	Cupertino		Technol	ogies Cor	poration	
Date	12/21/2022					

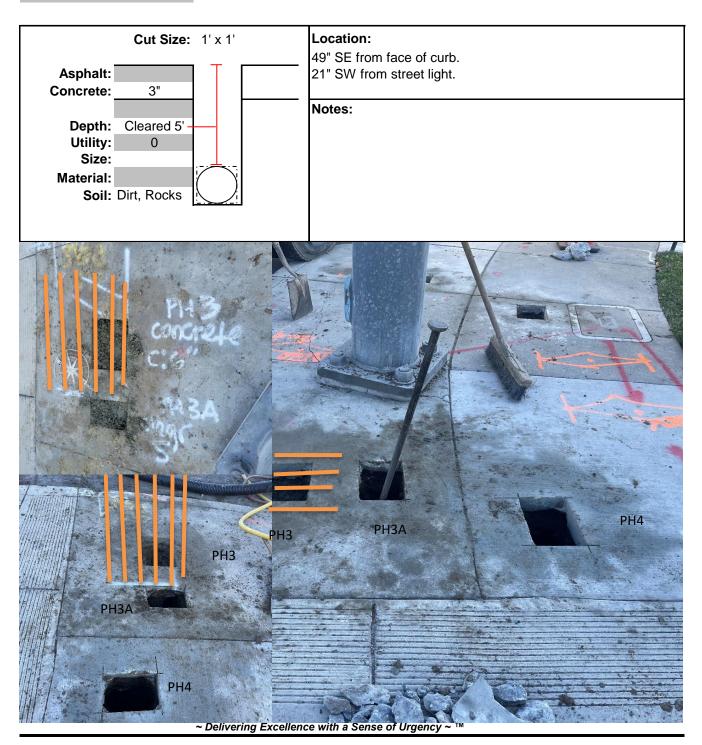


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Client	Kimley Horn)XC
Project #	22-1133	EXARO
City	Cupertino	Technologies Corporation
Date	12/21/2022	

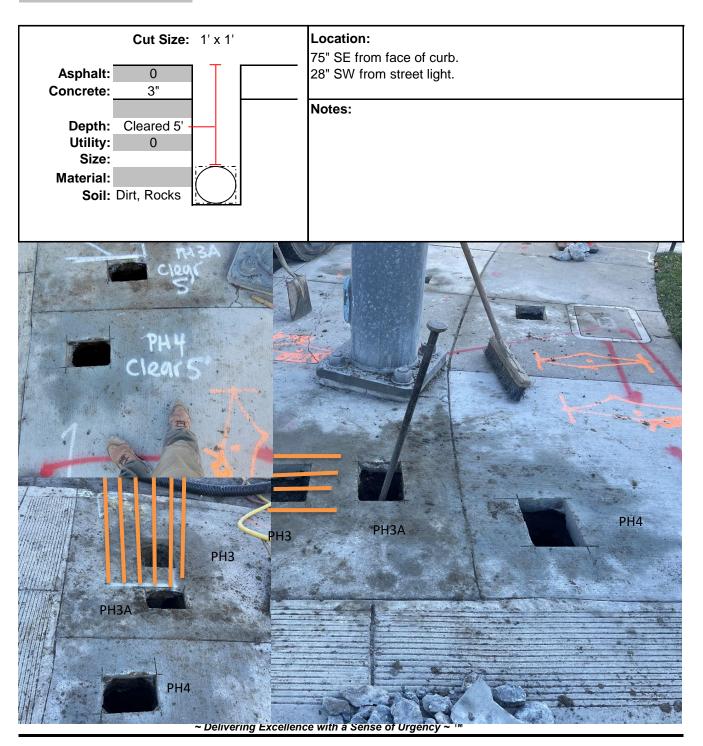


	Subsurface Utility Report		®
Client	Kimley Horn	X	
Project #	22-1133	EXARC	
City	Cupertino	Technologies Corporation	
Date	12/21/2022		

Pothole # 3A

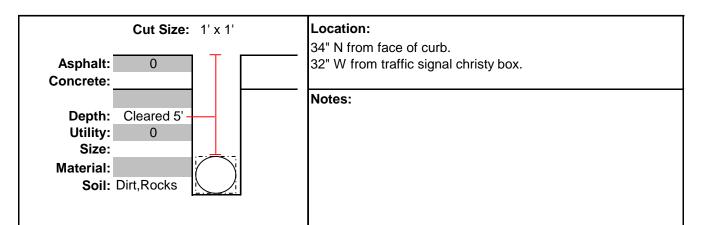


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Client	Kimley Horn						
Project #	22-1133		E	\times	\mathbf{A}	R	\bigcirc
City	Cupertino			Technol	ogies Cor	poration	
Date	12/21/2022						



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Client	Kimley Horn						
Project #	22-1133		E	×	\mathbf{A}	R	\bigcirc
City	Cupertino			Technol	ogies Cor	poration	
Date	12/21/2022						

Street: NW CornerStevens Creek Blvd &De Anza Blvd

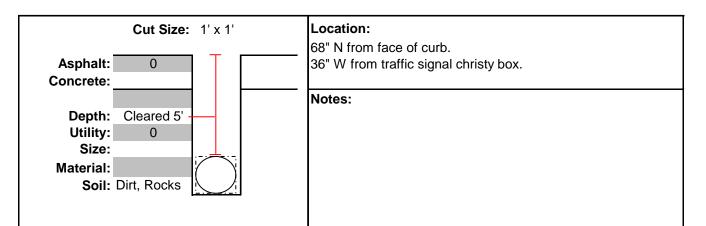




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	Subsurface Utility Report					®
Client	Kimley Horn					
Project #	22-1133	E	×	\mathbf{A}	R	\bigcirc
City	Cupertino		Technol	ogies Cor	poration	
Date	12/21/2022					

Street: NW CornerStevens Creek Blvd &De Anza Blvd





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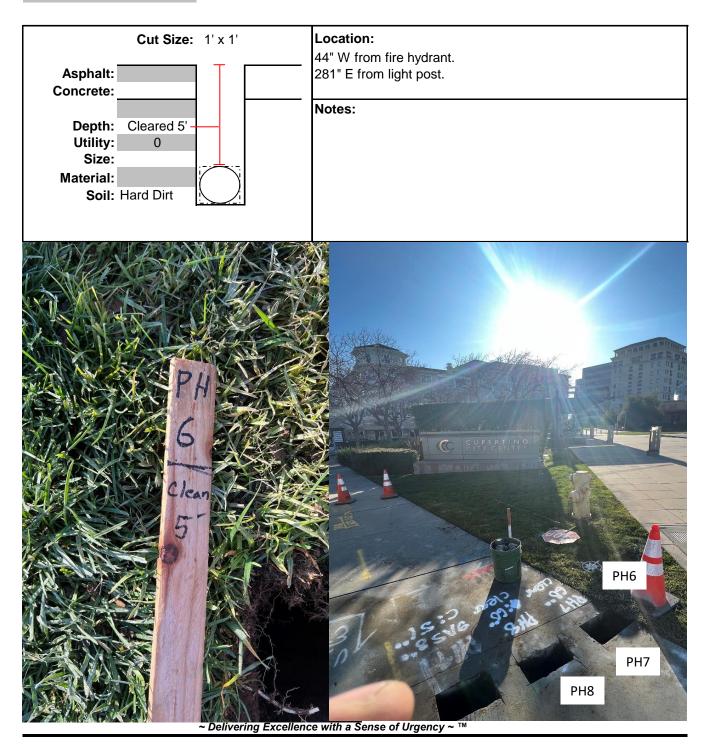
Date:	1/25/2023
Prepared For:	Kimley Horn
Project #:	22-1133
Location:	Cupertino



PH #	Street	Cut Size	Asph	Conc.	Soil	Utility	Utility Size	Material	Depth	Location Reference / Notes
	SE Corner Stevens Creek Blvd &					,				44" W from fire hydrant.
6	De Anza Blvd SE Corner	1' x 1'			Hard Dirt				Cleared 5'	281" E from light post.
7	Stevens Creek Blvd & De Anza Blvd	1' x 1'		5"	Hard Dirt				Cleared 5'	56" W from fire hydrant. 281" E from light post.
8	SE Corner Stevens Creek Blvd & De Anza Blvd	1' x 1'		5"	Hard Dirt				Cleared 5'	73"W from fire hydrant. 281" E from light post.
9	SE Corner Stevens Creek Blvd & De Anza Blvd	1' x 1'		5"	Hard Dirt	Gas	8"	Steel	51"	92" W from fire hydrant. 281" E from light post.
Foreman	Candido Go	omez		Addt'l Cre	ew/Flagger				Standby Rep	PG&E
Technician	Juan Carl	los	1	Addt'l Cre	ew/Flagger				Client Rep	
Timesheet	Date	Start/End	Hours	от	Night Stay	Check	Check		Additional E	quipment/Material used:
Monday		/				Arrow Board	Electronic Detector			
Tuesday		/				Cold patch	GPR			
Wednesday	1/25/2023	/	8			Class II 🗸	Pk nails & shiners			
Thursday		/				Hotmix Aspht	Vibra-plate		Field Change	es or Special Requests from Client Representative:
Friday		/				CDF/slurry	Flat bed			
Saturday		/				Ready-mix conc	Pick-up truck #			
Sunday		/				Cutback	Vac rig # 7	~	Client Represe	ntative Signature:

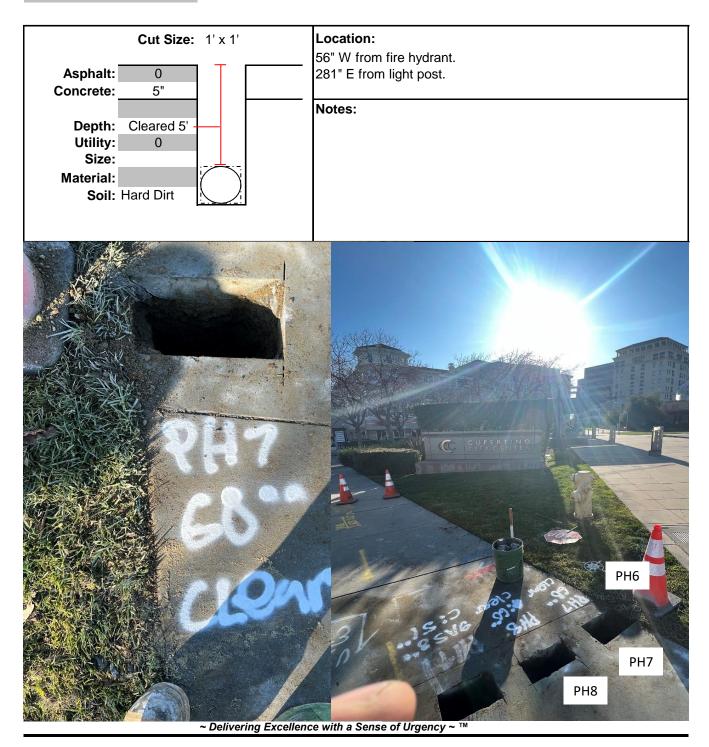
	Subsurface Utility Report	
Client	Kimley Horn	
Project #	22-1133	EXARC
City	Cupertino	Technologies Corporation
Date	1/25/2023	

Street: SE CornerStevens Creek Blvd &De Anza Blvd



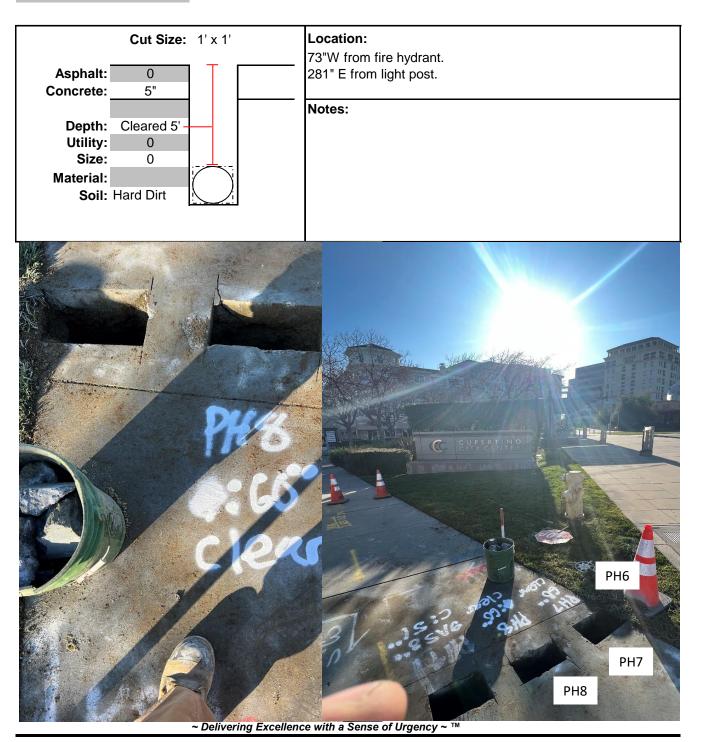
	Subsurface Utility Report		®
Client	Kimley Horn) X	
Project #	22-1133	EXAR	\bigcirc
City	Cupertino	Technologies Corporation	
Date	1/25/2023		

Street: SE CornerStevens Creek Blvd &De Anza Blvd



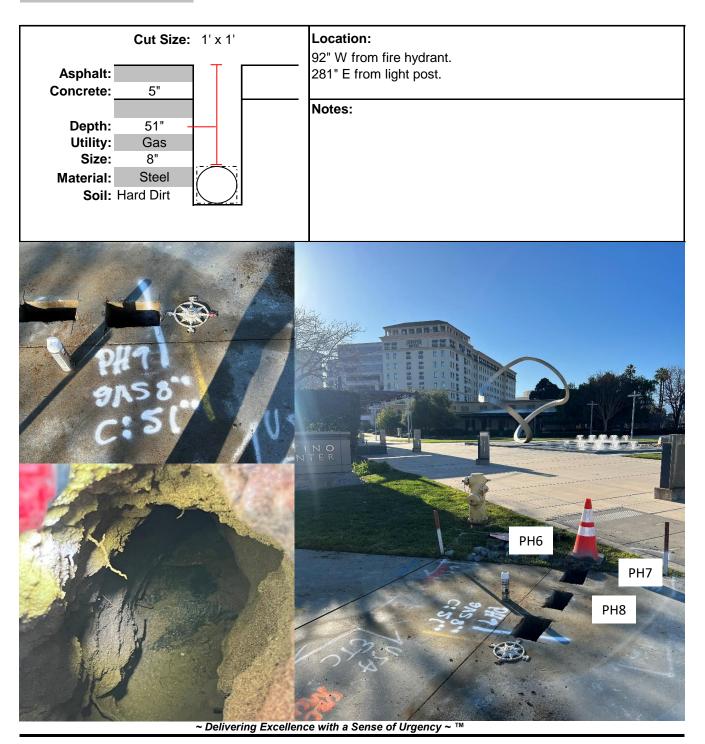
Subsurface Utility Report							®
Client	Kimley Horn						
Project #	22-1133		E	×	\mathbf{A}	R	\bigcirc
City	Cupertino			Technol	ogies Cor	poration	
Date	1/25/2023						

Street: SE CornerStevens Creek Blvd &De Anza Blvd



	Subsurface Utility Report					®	
Client	Kimley Horn						
Project #	22-1133		E	×	\mathbf{A}	R	\bigcirc
City	Cupertino			Technol	ogies Cor	poration	
Date	1/25/2023						

Street: SE CornerStevens Creek Blvd &De Anza Blvd





Technologies Corporation

Kimley Horn Potholing Report

4/3/2023

EXARO Technologies Corporation

1831 Bayshore Highway Burlingame, California Mario Lopez Office (650)777-4324 Cell: (408)221-5090 mle@exarotec.com

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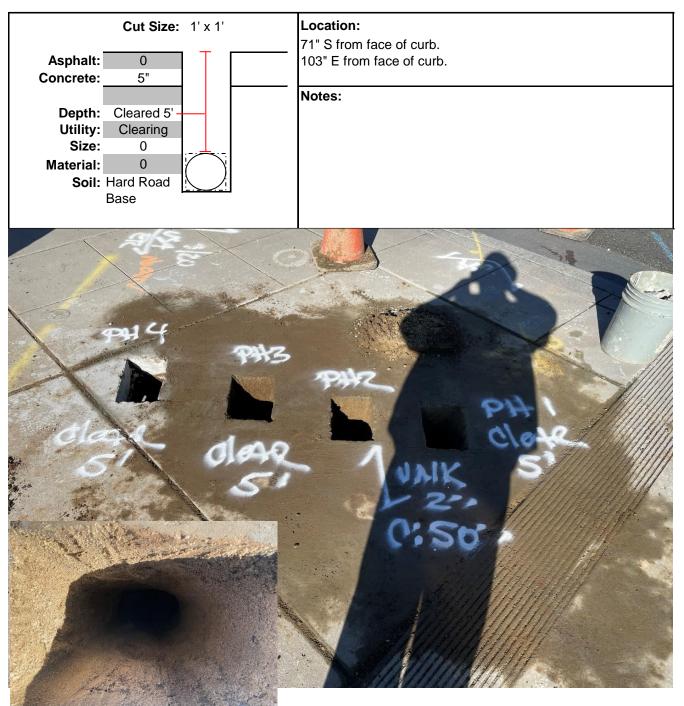
Date:	4/3/2023	
Prepared For:	Kimley Ho	'n
Project #:	22-1133	
Location:	Cupertino	



PH #	Street	Cut Size	Asph	Conc.	Soil	Utility	Utility Size	Material	Depth	Location Reference / Notes
										7/1 0 /
1	De Anza	1' x 1'		5"	Hard Road Base	Clearing			Cleared 5'	71" S from face of curb. 103" E from face of curb.
2		1' x 1'		5"	Hard Road Base	unknown	2"	PVC	50"	85" S from face of curb. 103" E from face of curb.
					Hard Road					100" S from face of curb.
3		1' x 1'		5"	Base	Clearing			Cleared 5'	103" E from face of curb.
					Hard Road					119" S from face of curb.
4		1' x 1'		5"	Base	Clearing			Cleared 5'	103" E from face of curb.
Faraman	Yo Sing	ļ		۸ ما ما د ار ۲۰	ew/Flagger				Standby Rep	DONE
Foreman Technician	Eddie C			Addt'l Cr	ew/Flagger				Client Rep	FG&E
Timesheet	Date	Start/End	Hours	от	Night Stay	Check	Check		Additional Eq	uipment/Material used:
Monday	4/3/2023		8	01	Night Stay	Arrow Board	Electronic			uipmenomaterial used.
	4/3/2023		0				Detector			
Tuesday		/				Cold patch	GPR			
Wednesday		/				Class II 🗸	Pk nails & shiners			
Thursday		/				Hotmix Aspht	Vibra-plate		Field Change	s or Special Requests from Client Representative:
Friday		/				CDF/slurry	Flat bed			
Saturday		/				Ready-mix concl_e	Pick-up truck #		1	
Sunday		/				Cutback 🗸	Vac rig # 8		Client Represer	ntative Signature:

	Subsurface Utility Report					®
Client	Kimley Horn					
Project #	22-1133	E	\times	\mathbf{A}	R	\bigcirc
City	Cupertino		Technol	ogies Cor	poration	
Date	4/3/2023					

Street: De Anza

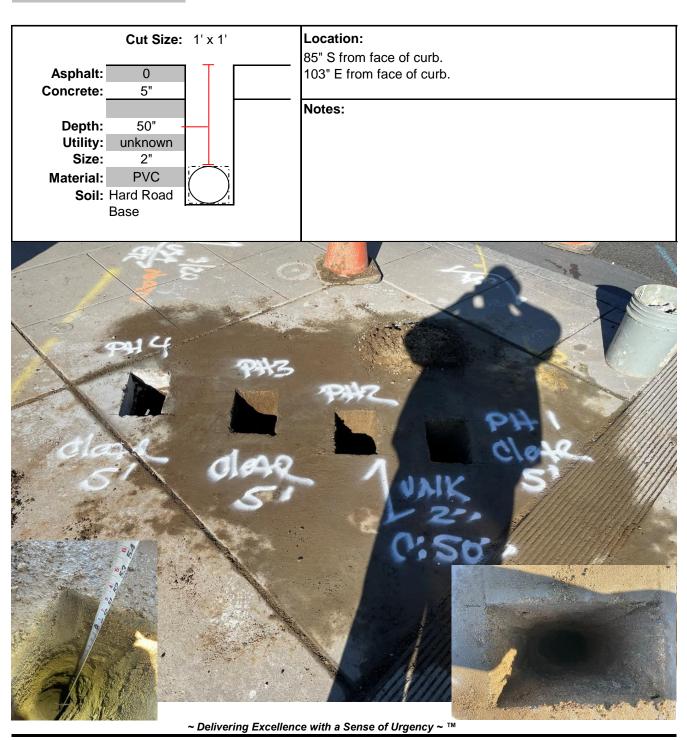


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	Subsurface Utility Report	٥
Client	Kimley Horn	X
Project #	22-1133	EXARO
City	Cupertino	Technologies Corporation
Date	4/3/2023	

Street:

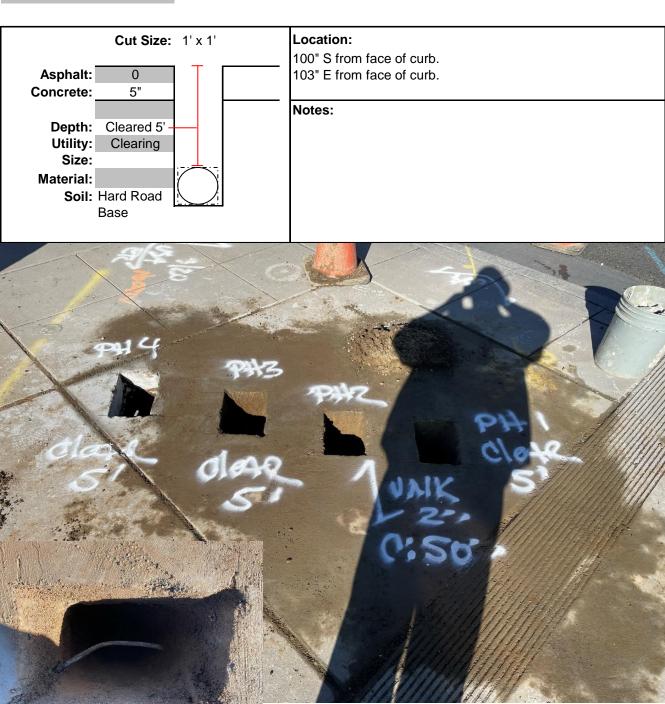
0.00



	Subsurface Utility Report	٩
Client	Kimley Horn	X
Project #	22-1133	EXARO
City	Cupertino	Technologies Corporation
Date	4/3/2023	

Street:

0.00

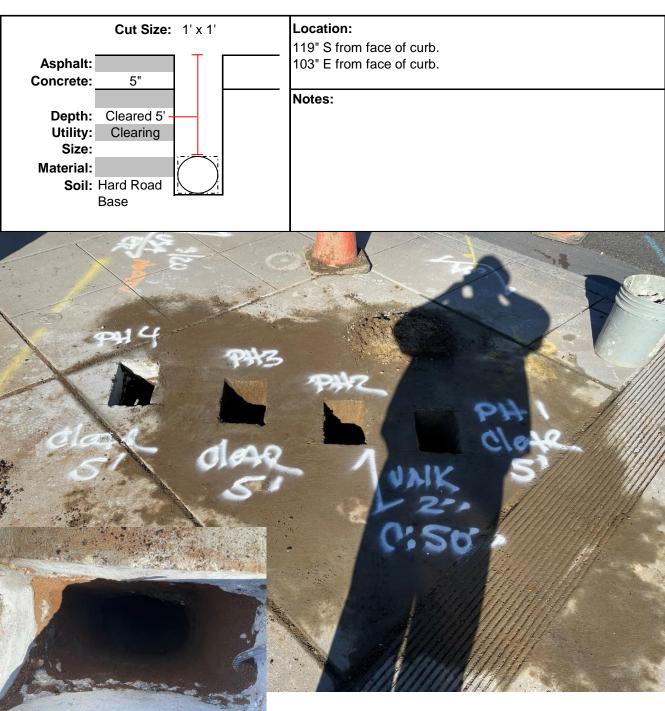


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	Subsurface Utility Report	٩
Client	Kimley Horn	X
Project #	22-1133	EXARO
City	Cupertino	Technologies Corporation
Date	4/3/2023	

Street:

0.00



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Technical Specifications

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SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 WORK INCLUDES

Providing temporary facilities or performing or conforming to control procedures and requirements as listed herein and as specified in these specifications.

1.2 **REFERENCES**

- A. Code of Federal Regulations (CFR)
- B. Americans with Disabilities Act (ADA)

1.3 SUBMITTALS (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 Temporary Bus Stop Relocation

See Special Conditions, Section 16 regarding Contractor coordination requirements for the temporary relocation of the existing bus stop located at the southeast corner of Stevens Creek Boulevard and South De Anza Boulevard. Temporary bus stop must comply with all ADA requirements and CFR, Section R309.1 "Transit Stops and Transit Shelters".

3.2 Construction Utilities

Water - It shall be the Contractor's responsibility to coordinate with California Water Service or San Jose Water Company to furnish water supply and to provide hoses and/or piping to convey water to the construction site.

Electricity and Telephone - The Contractor shall provide these utilities as required for the work.

3.3 Sanitary Facilities –

The Contractor shall provide adequate toilet facilities for all workers and representatives of the City employed on the job. Facility shall be immediately adjacent to the work area and subject to the approval of the City as to location and type. The Contractor shall maintain them in sanitary conditions from the beginning of the work until completion and shall then remove the facilities and disinfect the premises. All portions of the work shall be maintained at all times in a sanitary condition. Sanitary facilities shall be noted on the Temporary Water Pollution Control Plan.

3.4 Storage Facilities

It is the Contractor's responsibility to find a storage area for equipment and material during the duration of the project. All materials and equipment shall be stored at the jobsite or at the Contractor's storage area. Storage areas shall be fenced. Fencing materials and boundaries of storage areas shall be subject to approval of the City. All coordination with neighbors of the storage area is the Contractor's responsibility.

Storage yard shall have a construction entrance to prevent dirt and mud from leaving the yard. In the event material is tracked onto the street, it shall be swept and cleaned immediately.

3.5 Field Office

If the Contractor elects to establish an office for his own use on the project, the size, location and construction shall be subject to the approval of the City.

3.6 Housekeeping

Keep the project neat, orderly, and in a safe condition at all times. Immediately remove all hazardous rubbish. Do not allow rubbish to accumulate. Provide on-site containers for collection of rubbish or dispose of it at frequent intervals during progress of work. Contractor shall wet down dry materials and rubbish to prevent blowing dust. Keep volatile wastes in covered containers.

The Contractor shall properly dispose of all litter, trash, garbage which may accumulate on the project site on a daily basis.

3.7 Environmental Protection Requirements

Provide environmental protective measures as required to control pollution that develops during normal construction practice, and as required to correct conditions that develop during the construction of permanent or temporary features associated with the project. Comply with all federal, state, and local regulations pertaining to water, air, and noise pollution. Prior to the commencement of the work, meet with the City to develop a mutual understanding relative to details of environmental protection, including measures for protecting natural resources and measures to be taken should the Contractor fail to provide adequate protection in an adequate and timely manner.

3.8 **Protection of Trees and Other Vegetation**

Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees, shrubs or other vegetation without special permission from the City. Do not fasten or attach ropes, cables, or guys to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is authorized, the Contractor shall be responsible for any resultant damage. Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations in accordance with City Standard Detail No. 6-4 Tree Protection Standards.

Repair or restore to their original condition all trees or other landscape features scarred or damaged by the equipment or operations. Obtain approval of the repair or restoration from the City prior to its initiation.

3.9 Air, Soil, and Water Pollution Control Measures

Take all necessary reasonable measures to reduce air, soil, and water pollution by any material or equipment used during construction.

No burning will be permitted.

Do not dispose of volatile wastes or oils or allow waste materials to be wash into storm or sanitary drains, nor allow such materials to reach watercourses.

3.10 Erosion Protection

All earthwork brought to final grade shall be immediately finished as indicated or specified in the project specifications or on the drawings. Immediately protect side slopes and back slopes upon completion of rough grading. Plan and conduct all earthworks in such a manner as to minimize the duration of exposure of unprotected soils per Section 01 57 23 – Temporary Water Pollution Control.

3.11 Dust Control

Keep dust down at all times, including non-working hours, weekends, and holidays. Sprinkle or treat, with dust suppressors, the soil at the site, and other areas disturbed by operations. No dry power brooming is permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing is permitted only for cleaning non-particulate debris, such as steel reinforcing bars. No sandblasting is permitted unless the dust from there is confined. Only wet cutting of concrete and asphalt is permitted. No unnecessary shaking of bags is permitted where bagged cement, concrete mortar, and plaster is used.

3.12 Sound Control Requirements

The noise level from the Contractor's operations, during allowed work hours, shall not exceed 86dbA at a distance of 50 feet from the project site.

The noise level caused by construction activities outside of allowed working hours shall not exceed 40dbA at a distance of 50 feet from the project site and be accomplished by the installation of a sound proof structure. Contractor shall submit a sound proof structure plan for the City's review prior to the start of the work.

This requirement in no way relieves the Contractor from responsibility for complying with local ordinances relating to noise.

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

Provide sound structure containment for any equipment used overnight during the coating application as described in the project specifications.

3.13 Preservation and Cleaning

The Contractor shall keep roads free from mud and other debris. If mud or debris is tracked onto the road, it shall be immediately cleared from the road. The Contractor shall completely clean roadways at the end of each day.

3.14 Cleanup and Removal of Temporary Facilities

Obliterate all signs of temporary construction facilities including work areas, structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary parking areas and similar temporary use areas shall be graded in conformance with surrounding areas.

3.15 Sweeping

Sweep paved surfaces; rake other surfaces or grounds. Remove all tools, equipment, surplus materials, trash, garbage, and rubbish. At the time of final inspection, the project shall be thoroughly clean and ready for use.

3.16 Mechanical/Vacuum Roadway Sweeper

During the course of construction, the Contractor will be required to sweep the project site and haul routes and as requested by the City's Project Inspector with a regenerated air type street sweeper.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The work performed under this section for Temporary Bus Stop Relocation shall not be measured and included in the various bid items in the Bid Forms unless noted otherwise.
- B. The work performed under this section shall not be measured and included in the various bid items in the Bid Form unless noted otherwise.

4.2 PAYMENT

- A. Full compensation for Temporary Bus Stop Relocation shall not be measured separately for payment and shall be considered as included in the contract unit price for Mobilization and various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.
- B. Full compensation for Temporary Facilities and Controls except as otherwise specified shall be considered as included in the contract unit price for Mobilization and various bid items listed in the Bid Form and no additional compensation will be allowed.

END OF SECTION 01 50 00

SECTION 01 55 26 TRAFFIC CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Measures and requirements for temporary traffic control system.
- B. Providing and maintaining temporary traffic control devices during construction in accordance with the applicable requirements of the City of Cupertino, the 2023 California Manual of Uniform Traffic Control Devices (MUTCD), latest revision, and the traffic control plans approved by the City.
- C. Provision of temporary traffic control devices including temporary devices left in place for construction staging
- D. Provision of construction area signs
- E. Preparation of traffic control plan
- F. Traffic control for surveying
- G. Flaggers
- H. Coordination with Santa Clara Valley Transportation Authority (VTA) for bus service

1.2 **REFERENCES**

- A. 2023 California Manual on Uniform Traffic Control Devices (MUTCD), latest revision.
- B. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications and Revised Standard Specifications. ("Caltrans Standard Specifications").

1.3 SUBMITTALS

A. Submit traffic control plans prepared by a licensed civil engineer or traffic engineer to the City for approval five (5) working days prior to the pre-construction meeting. The pre-construction meeting will not take place until a traffic control plan has been authorized by the City. Traffic control shall note when lane closures will occur and for how long.

1.4 QUALITY ASSURANCE

A. Traffic control work must be performed by a contractor with a California C-31 license.

PART 2 - PRODUCTS

- A. Traffic control devices shall conform to Section 12 of the Caltrans Standard Specifications. They must be in good condition, sufficiently clean, and easily visible to traffic.
- B. Signs used for traffic control shall conform to the requirements of the MUTCD.

PART 3 - EXECUTION

3.1 TRAFFIC CONTROL

- A. Notify the following agencies in advance of any lane closures:
 - 1. Santa Clara County Fire Department at (408) 378-4010
 - 2. Santa Clara County Sheriff's Office at (408) 299-2311
 - 3. Valley Transportation Authority at (408) 321-2300
- B. Furnish, place, and maintain temporary traffic control devices in accordance with the MUTCD and the following conditions:

- 1. Traffic control plans must include a schedule of construction showing each phase of work and the anticipated method of handling traffic for each phase. Traffic control plans must include a scale drawing of the street, lane configuration, parking, sidewalk, work area, and the location of signs and cones, etc., to warn, direct, and guide traffic. For major intersections, the traffic control plan must reflect actual (not typical) intersection layout and show islands, medians, lane lines, bike lanes, nearby driveways, and pavement and lane widths.
- 2. Except as described in Part 3, traffic control system must maintain all vehicular, pedestrian, and bike movements. Total closure of Stevens Creek Boulevard will not be allowed. City may authorize temporary closure of local residential streets. Maintain local and emergency access.
- 3. If work will impact transit stops or transit routes, contact VTA or other affected transit companies to address relocation of facilities or rerouting of buses prior to submitting traffic control plan. Traffic control plan must indicate what actions are being taken with regard to transit services.
- 4. Show haul route on traffic control plans.
- C. A minimum of two paved traffic lanes, not less than 11 feet wide along Stevens Creek Boulevard in both directions shall be open for use by public traffic at all times. All lane closures must be reviewed and approved by the City in accordance with the Special Conditions.
- D. The Contractor's employees are subject to all parking regulations in effect in the City of Cupertino.
- E. Place barricades 50 feet on center at the gutter joints and provide one working flasher for each barricade. Ensure that each flasher remains in working condition. Do not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter and/or gutter overlay has been done and the hazard to bicyclists and motorists no longer exist.
- F. Maintain access to driveways except when performing construction within the driveway boundaries, at which time partial access must be maintained unless alternate arrangements can be made with the property owners or tenants in advance. If the driveway to any garage or parking area must be closed for construction work, obtain written approval from the property owners and the City. Post notice 72 hours in advance stating the approximate time the driveway will be closed and reopened.
- G. Haul routes must comply with City of Cupertino Municipal Code Chapter 11.32, "Truck Traffic Routes."
- H. Obtain a Transportation permit from the Public Works Department for vehicles exceeding the weight or dimensions prescribed in the California Vehicle Code.
- I. Provide a certified professional traffic control crew that is independent from the construction activity. This traffic control crew shall be responsible to the Contractor for implementing the traffic control measures detailed in this Contract. The crew is subject to the approval of the City.
- J. Place signs in positions where they convey their message most effectively or as shown on the approved traffic control plan.
- K. Provide Type II and III barricades with working flashers. At least one working flashing light must be installed on each barricade for night work. Flashing lights must be maintained in good working order for the duration of the work. Crosswalk closing barricades shall be Type II with a 6-inch reflective orange border at the base.
- L. Temporary construction signs that are attached to existing poles shall not damage poles when they are attached or removed. Hardware used for attaching signs to existing poles shall be completely removed from the poles when the signs are removed. If a construction sign is required in an area where it cannot be attached to an existing pole, it shall be attached to a 4" x 4" wood post. The distance from the ground surface to the bottom of the sign shall be seven (7) feet.
- M. Trench plates in the vehicle or bicycle travel way shall be recessed and flush with the existing ground. When multiple trench plates are used, they shall be tack welded together at the end of each day.
- N. Place customized "Trench Plates Ahead" on a working lighted barricade (Caltrans Type II) at each direction of traffic. Sand bags shall be used at each barricade to provide stability. The existing wind conditions and weather will determine the number of sand bags to be used.

- O. "Trench Plate Ahead" signs shall have black letters in color, 4-inch high, on orange retroreflective sheeting background with non-running paint or color. Signs shall be maintained through the course of the project and shall be weather resistant. No paper signs are allowed.
- P. If needed, 72 hours prior to the time which will require the Contractor to remove parked cars, the Contractor shall furnish and erect "No Parking" signs. These shall be attached to portable barricades and shall state the dates and time that parking will be restricted. The exact date and time signs are posted shall also be noted on the signs.
- Q. Work shall not restrict visibility of any traffic control device.
- R. If no work is occurring adjacent to traveled way, all lanes must be open and have a minimum width of 11 feet. Use high-visibility traffic control devices to separate traffic lanes from formwork.
- S. Request City's authorization if work requires temporary sidewalk closure or temporary reduction of sidewalk width to less than 4 feet. Provide alternate pedestrian facility for the duration of the closure or reduction. At intersections, work will be allowed at only one corner at a time so that pedestrian movements can be maintained through the intersection.
- T. Signs and other warning devices shall be provided by the Contractor and shall become their property after completion of the Contract.
- U. The above requirements are a minimum and do not limit the Contractor's responsibility for doing all that is practical and necessary to ensure the safety of workers, pedestrians, bicyclists, and motorists.
- V. Place K-rails adjacent to excavations exceeding 6 inches in depth (e.g. Bus pad work).

3.2 PORTABLE CHANGEABLE MESSAGE SIGNS

A. Portable changeable message signs shall be furnished, placed, operated, and maintained as directed by the City and shall conform to the provisions of Section 12, "Traffic Control," of the Standard Specifications and these technical specifications. Two (2) signs shall be placed as far in advance of the start of work as possible as directed, and a minimum of two weeks prior to the start of work.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Traffic Control Requirements section will be measured on a lump sum unit cost.

4.2 PAYMENT

- A. The contract lump sum (LS) price paid for "Traffic Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including preparation and providing of the Traffic Control Plan, traffic control, flaggers, pedestrian and bicycle path of travel, vehicle towing, public notification, providing and posting of all construction signs, maintaining and removing construction signs, lane closure signs, detour signs, arrow boards, flaggers, temporary signs, furnishing, maintaining, and removing changeable message signs, barricades, k-rails, temporary traffic delineation, trench plates, and any other requirements of this section and the specification necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown on the plans and specified herein, and as directed by the City, and no additional payment will be made therefore.
- B. Portable changeable message signs will not be measured separately for payment and shall be considered to be included in the contract lump sum (LS) price paid for "Traffic Control."

END OF SECTION 01 55 26

SECTION 01 56 39 TREE AND LANDSCAPE PROTECTION

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Protection and operational requirements of working around existing vegetation, as shown on the plans, to include, but not be limited to, the following:

Existing Tree and landscape Protection (above and below ground portions)

Protective Fencing and Signage

Tree Root Management

1.2 **REFERENCES**

- A. City of Cupertino Protected Trees, City of Cupertino Municipal Code Chapter 14.18.
- B. City of Cupertino, Tree Protection Standard Detail 6-2, 6-3, and 6-4.
- C. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications and Revised Standard Specifications. ("Caltrans Standard Specifications")

1.3 SUBMITTALS

- A. Make submittals under this section 5 days before pre-construction conference.
- B. Tree Protection Fencing Plan describing project site methods to be employed and procedures for compliance with the tree protection requirements. Plan must include a list of trees to be protected and how each will be protected.
- C. Tree Protection Fencing Schedule describing the sequence of installation and subsequent adjustment of protection measures when construction must occur within the limits of the tree protection measures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL TREE PROTECTION

- A. Comply with City of Cupertino Protected Trees, City of Cupertino Municipal Code Chapter 14.18 and City of Cupertino, Tree Protection Standard Detail 6-4.
- B. Notify the City and Arborist three (3) Working Days in advance of any work requiring digging around or within the drip-line of existing trees. No cutting of any part of any tree, including roots, shall be done without City's and Arborist's authorization and supervision.
- C. City will perform pruning of trees that interfere with construction work. Notify City 48 hours in advance for pruning.
- D. Tag and identify existing trees which are to remain within or adjacent to the project limits prior to start of Work. Provide regular watering of existing landscaping affected by the project throughout the construction period.
- E. Protect existing trees from damage by workers or equipment. Place 4-foot high-visibility fence at the dripline of existing trees, or if possible, one and one-half (1.5) times the radius of the dripline out from the trunk of the tree. Wrap trees with straw waddles up to the first branches, then wrap high-visibility fence around the waddles on trees in the construction zone to protect them from bark damage caused by construction equipment.
- F. If construction continues during winter months (December 1 through March 31), remove straw waddles and

high-visibility fence from tree trunks and install four (4) tree stakes around each tree trunk. Wrap straw waddle around the stakes and wrap high-visibility fencing around the waddle.

- G. Place a minimum of three inches (3") of bark mulch around existing trees to be preserved (out to their dripline) in areas that will be impacted during construction. Place mulch prior to construction.
- H. Grading shall not create drainage problems for trees by channeling water into them or by creating sunken areas.
- I. Open trenching in the root zone of any public tree is prohibited except where the trenching falls outside the drip-line of the tree involved. Exceptions may be made if in the opinion of the Arborist the impact of trenching upon the tree will be negligible.
- J. If trenching in the root zone is allowed, cut roots along both sides of the proposed trench, as directed by the Arborist, with a Vermeer root cutter prior to any trenching to avoid tugging or pulling of roots.
- K. If construction must occur within drip-line of existing trees, place excavated soil and other materials beyond the drip line. Request authorization to place soil within dripline if unavoidable, and if placement is authorized place soil on plywood, tarp or a thick bed of mulch. Prevent cutting into the soil surface when the backhoe or tractor blade refills the trench or removes excess material.
- L. If trenching within the root zone is authorized, refill open trenches within hours of excavation. If prompt refilling of trenches is not possible and weather is hot, dry, or windy, keep root ends moist by covering them with wet burlap. If temperature is eighty degrees Fahrenheit (80°F) or greater, inspect the burlap every hour and re-wet as necessary to maintain a constant cool moist condition. If temperature is below eighty degrees Fahrenheit (80°F), inspect the burlap every four (4) hours and re-wet as necessary to maintain a constant cool moist condition.
- M. If roots two inches (2") or larger must be cut, shovel by hand near the roots and saw the roots. Saw accidentally broken roots about two inches (2") behind the ragged end. Do not leave crushed or torn roots unsawed.
- N. Grade within the drip-line of trees with light, authorized equipment under the direct supervision of the Arborist. Do not change original grade at base of existing. If necessary, dry wells are to be used if grade is raised.
- O. Do not cut any part of private and City trees, including roots, without direct supervision of a Certified Arborist.
- P. Do not place materials, equipment, temporary buildings, fuels, paints, and other construction items within the drip-line of existing trees.

3.2 **RESTORATION OF EXISTING LANDSCAPING**

A. The contractor shall restore existing landscape to pre-construction condition or better.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Tree and Landscape Protection section, will not be measured and shall be considered as included in the various bid items in the Bid Form.

4.2 PAYMENT

A. Full compensation for Tree and Landscape Protection shall not be measured separately for payment and shall be considered as included in the contract unit price for Mobilization and various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.

END OF SECTION 01 56 39

SECTION 01 57 23 TEMPORARY WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Preparation and implementation of Water Pollution Control Program
- B. Providing erosion control BMPs.

1.2 REFERENCES

The following permits, guidelines and practices apply to this project:

- A. Water pollution control work shall conform to the requirements in the Caltrans "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals" except as otherwise authorized by RWQCB in the proposed Water Pollution Control Plan for this project. Copies of the Manuals and the Permits may be obtained from the Department of Transportation, Sacramento, California 95814. Copies of the Manuals may also be obtained from Caltrans' web site at: https://dot.ca.gov/programs/construction/storm-water-and-waterpollution- control/manuals-and-handbooks.
- B. National Pollutant Discharge Elimination Permit (NPDES) Municipal Stormwater Permit, per the California Regional Water Quality Control Board, San Francisco Bay Region, Municipal Regional Stormwater NPDES Permit, Order R2-2022-0018, NPDES Permit No. CAS612008, May 2022 and any subsequent updates or revisions.
- C. C.3 Stormwater Handbook, Santa Clara Valley Urban Runoff Pollution Prevention Program, June 2024. Bay Area Air Quality Management District (BAAQMD) guidelines.
- D. California Stormwater Quality Association (CASQA) Construction BMP Handbook.
- E. City Construction Best Management Practices.

1.3 SUBMITTALS

- A. The contractor shall submit a WPCP in accordance with the General Conditions.
- B. Prepare a Temporary Water Pollution Control Schedule that shows the timing of grading or other work activities that could affect water pollution. Update the Temporary Water Pollution Control Schedule if changes in the Contractor's operations affect the necessary implementation of water pollution control practices.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Materials shall be as specified in the most current CASQA BMP Construction Handbook Fact Sheets, the Water Pollution Control Program, the Manuals, and these specifications.

PART 3 - EXECUTION

3.1 DESCRIPTION

- A. Implement the authorized project WPCP, including installation, maintenance and removal of BMPs.
- B. Maintain sufficient BMP materials on hand to implement the WPCP for the duration of the project. Replace deficient BMPs.

3.2 WATER POLLUTION CONTROL PLAN MAINTENANCE PROGRAM

A. Provide sufficient personnel, materials and adequate equipment to perform the WPCP maintenance work. Work shall consist of maintaining temporary water pollution control measures for the duration of the contract.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Temporary Water Pollution Control section will be measured on a lump sum unit cost.

4.2 PAYMENT

A. The contract Lump Sum price paid for TEMPORARY WATER POLLUTION CONTROL (including WPCP preparation) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in water pollution control, including preparing and submitting a water pollution control plan for City approval and implementing best management practices as required to prevent silt or contamination of the City stormwater collection system, implementing rain event action plans prior to each rain event, furnishing, installing, maintaining, relocating and removing when no longer required erosion and sedimentation control measures such as temporary fiber rolls, storm drain inlet protection, temporary silt fences, temporary cover for exposed soil, temporary concrete washout, stockpile cover, and street sweeping daily, and all other work complete in place as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the Engineer.

END OF SECTION 01 57 23

SECTION01 71 13 MOBILIZATION

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Mobilization and demobilization
- B. Preparatory work and activities necessary for the movement of personnel, equipment, supplies, and incidentals to the job site
- C. Establishment of all offices, building, trailers, and other facilities necessary for work on the project
- D. Submittals, bonding and insurance requirements
- E. Public notifications
- F. Contacting and notifying utility companies
- G. Fabricating and installing project identification signs
- H. Private property owner agreement for storage facilities
- I. All other work and activities which must be performed or costs incurred prior to beginning work on the various contract items on the project site
- J. At least ten (10) days prior to beginning work, the Contractor shall photograph and video tape the project site in sufficient detail to show the existing site conditions, including but not limited to the proposed alignment, staging areas, routes of ingress and egress for hauling and delivering, and all other areas that the Contractor believes will, or could, be impacted by the work. The Contractor shall provide copy of imagery to the Engineer.

1.2 **REFERENCES**

- A. Cal/OSHA California Division of Occupation Safety and Health
- B. Underground Services Alert (USA)

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.1 MOBILIZATION

- A. Mobilization shall consist of preparatory work and activities listed in Part 1.1 above.
- B. The Contractor shall ensure that adequate existing sanitation facilities are available, or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.
- C. Mobilization shall also include demobilization upon completion of work and cleanup of the site.
- D. The contractor shall provide all labor, materials, equipment and incidentals to prepare the site for the timely start and efficient completion of all work. This includes obtaining all necessary licenses and permits, providing required submittals including but not limited to a detailed project schedule.
- E. Mobilization shall also include notifications to all existing utility companies as shown on the Drawings.

PART 4 - MEASUREMENT AND PAYMENT

The City with pay no greater than five percent (5%) of the total contract price as a separate pay item for MOBILIZATION payable incrementally per Section 9-1.16D "Mobilization" of the Caltrans Standard Specifications. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the total contract price, the County will pay any excess mobilization amount with the final Progress Payment.

The contract Lump Sum price paid for MOBILIZATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in mobilizing labor, materials and equipment for a timely start and efficient completion of all work, including obtaining any necessary licenses and permits, providing required submittals, meeting with adjacent property residents and businesses, and contacting USA North (1-800 227-2600), complete, in place, as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City Engineer. MOBILIZATION shall be considered as a non-adjustable contract bid item.

END OF SECTION 01 71 13

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Surveying for layout and performance of the Work.
- B. Any undue destruction of stakes by the Contractor or public shall constitute cause to hold the Contractor liable for the cost of re-staking, said cost to be paid for by the Contractor.

1.2 REFERENCES (NOT USED)

1.3 LINES AND GRADE

Control monuments, benchmarks, stakes or markers required to establish the lines and grades for the completion of the Work shall be the responsibility of the Contractor. Included are primary horizontal and vertical control, secondary horizontal and vertical control, rough grade, slope stakes, topographic surveys for quantity calculations, and construction surveys for layout of civil improvements.

1.4 SURVEYS FOR LAYOUT AND PERFORMANCE

General: The Contractor shall perform surveys for layout and performance of the Work, produce field notes, and make necessary calculations and drawings to carry out such work. Check the relative positions of all monuments and benchmarks to be used. Check such relative positions each time such monument or benchmark is used.

Datum: The Contractor shall correctly locate lines and grades required for the construction of the Work from the established reference points and elevations furnished on the Contract Drawings and from published federal, state, or city records which reference the vertical datum.

Equipment and Personnel: The Contractor shall ensure instruments and other survey equipment shall be accurate, suitable for the surveys required in accordance with recognized professional standards, and in proper condition and adjustment. Perform surveys under the direct supervision of a Professional Land Surveyor licensed to practice land surveying in California. Surveys and layouts shall be field checked and calculations shall be checked.

The Contractor shall ensure field notes, sketches and field books must be presented to the City within 2 weeks of construction staking. Furnish copies of the field notes within 48 hours of performing staking.

Use by the City: The City may at any time use line and grade points and markers established by the Contractor. The Contractor's surveys are a part of the Work and may be checked by the City or representatives of the City at any time. The Contractor shall be responsible for any lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and for any resultant defects in the Work. Conduct re-surveys or check surveys to correct errors indicated by review of the field notebooks.

1.5 SURVEYING ACCURACY AND TOLERANCES IN SETTING SURVEY STAKES

Control traverse field surveys and computations, including surveys of main control lines to determine alignment of major structure components, shall be performed to an accuracy of at least 1:25000.

The tolerances generally applicable in setting survey stakes shall be as set forth below. Such tolerances shall not supersede stricter tolerances specifically required by the Contract Documents, and shall not otherwise relieve the Contractor of responsibility for measurements in compliance therewith.

Tolerances: Tolerances in setting survey stakes shall not exceed the following:

Kind of Survey Stake or Markers	On Error Tangent
Markers on hubs and monuments on centerline and offset centerlines	0.01 ft.
Intermediate stakes or markers on centerlines and offset centerlines	0.10 ft.

for: Rough excavation and embankment for roadways, and work not otherwise provided	
Trimming of excavation and embankment unless otherwise provided	0.10 ft.
Structures and building construction	0.01 ft.
Equipment installation	As required by manufacturer
Trimming or preparation of earth sub-grade for roadways, concrete pipe, and other concrete structures	0.05 ft.
Steel pipe, and work not otherwise provided	0.05 ft.
Steel reinforcement, concrete pipe, and other formed concrete	0.02 ft.

1.6 SUBMITTALS

- A. Submit name and address of Surveyor or professional engineer to City 5 days before pre-construction conference. Submit changes as they may occur.
- B. On request of The City, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by registered Civil Engineer or Land Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.

D. Record Drawings:

- 1. At project completion, submit complete and accurate full-size hardcopy red-line mark-ups showing all changes and deviations from the bid set documents.
- 2. Completed record drawing mark-ups shall be dated, signed and certified as correct by the Licensed Surveyor or Civil Engineer. The record drawings are not deemed complete until accepted in writing by the City.

1.7 QUALITY ASSURANCE

- A. Qualifications of Surveyor or Engineer: Engage a registered Civil Engineer or licensed Land Surveyor acceptable to both Contractor and City and who is qualified to perform land surveying. Furnish to City prior to start of work the name and license (or registration number) issued by the State of California, Board of Registration for Professional Engineers and Land Surveyors. Provide notice to City if during course of construction the individual responsible for this work changes, and obtain approval of City for their replacement.
- B. All field engineering services furnished during the course of this project shall be under the direct supervision and control of the named individual Civil Engineer or Land Surveyor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for the Project are those shown on drawings.
- B. Locate and protect control points prior to starting site work and preserve permanent reference points during construction.
- C. Make no changes or relocations without prior authorization.

- D. Report to City if a reference point is lost, destroyed, or requires relocation because of necessary changes in grades or locations.
- E. Identify and protect survey monuments discovered during construction that are not referenced on the project drawings in accordance with State Business and Professions Code section 8771 (d). Tie out such monuments and notify City prior to allowing them to be disturbed.
- F. Replace permanent boundary markers disturbed during construction with new permanent monuments and file the required Record of Survey or Corner Record in accordance with the applicable State and County laws, at no additional cost to the City.

3.2 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two permanent horizontal and vertical control points on the site, remote from the building area referenced to data established by survey control points.
- B. Record locations, with horizontal and vertical data, on Project Record Documents, including description of monuments in place.
- C. Establish lines and levels, locations and dimensions, by instrumentation or similar technical appropriate means.
- D. Provide grade stakes and elevations as required to construct paved areas, curb and gutter, and other areas as required.
- E. Calculate and layout subgrade elevations and intermediate controls as required to provide smooth transitions between the spot elevations indicated on the plans.
- F. From time to time, verify the layout of all work by the same methods.
- G. Provide grade stakes and elevations as required to construct paved areas, and other areas as required.
- H. Calculate and layout subgrade elevations and intermediate controls as required to provide smooth transitions between the spot elevations indicated on the plans.
- I. From time to time, verify the layout of all work by the same methods.
- J. Provide batter boards or other similar control for drainage, utility, and other onsite structures as required.

3.3 RECORDS

A. Maintain a complete, accurate surveyor's log of all control and survey work as it progresses. Make this log available for reference.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Field Engineering and Survey Work will be measured on a lump sum unit cost.

4.2 PAYMENT

A. The contract lump sum (LS) price paid for "Field Engineering and Survey Work" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in land surveying and staking, including control surveying, field surveying/staking, any necessary re-staking due to destruction, topo shots on concrete forms, protecting survey monuments, protecting survey monuments, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.

END OF SECTION 01 71 23

SECTION 01 71 33 PROTECTION OF ADJACENT CONSTRUCTION AND UTILITIES

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Protection of existing Utilities

1.2 REFERENCES (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 PROTECTION OF EXISTING UTILITIES

- A. Notify, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure, the Underground Service Alert-Northern California (USA) at 1-800-227-2600 or 811, Crown Castle at 1-888-632-0931, Option 2, and utility companies that do not participate in USA which have underground facilities within the limits of the work. Notify USA at least 2 working days, but not more than 14 calendar days prior to performing excavation or other work close to underground facility. Notify other utility companies in accordance with each utility's notification requirements. Have USA and other utility companies locate and mark their facilities within the area of excavation or other work. Maintain such markings in accordance with utility requirements, i.e. have markings renewed, as applicable.
- B. Locations of existing utilities shown are approximate, based on record information. Additional utilities may exist. Locate and identify all underground structures, facilities, and piping prior to commencing any Work which may compromise said utilities. Maintain existing utilities and protect from damage as necessary to satisfy the requirements of jurisdictional utility companies and related codes and regulations. Refer to potholing specified elsewhere in this Section for additional requirements in regard to locating utilities. Refer to General Conditions for Contractor's responsibilities if utilities not shown are discovered.
- C. Potholing of Existing Utilities and Other Facilities: Prior to any excavation or other subsurface work, excavate, expose, and verify the location of existing utility mains and laterals and other existing underground facilities which may be affected by the Work.
- D. Pothole and accurately locate all marked or inferred facilities located with less than five (5) feet clearance to the nearest point of proposed excavation or other subsurface temporary or permanent facility.
- E. Survey and record the size, location, elevation, and alignment of potholed existing underground utilities and other facilities for inclusion in as-built drawings.
- F. Provide traffic control and water pollution control required for potholing.
- G. Do not proceed with excavation or other subsurface work until surrounding utilities and underground facilities have been located by potholing or other positive means. Determine the method and equipment required to perform potholing without damage to existing facilities. At minimum, utilize hand digging in the vicinity of high-risk utilities and where recommended by USA guidelines.
- H. Backfill potholes and exploratory excavation in accordance with Section 31 20 00 Earthwork, and replace in kind any improvements removed during the potholing operation including pavement, curbs, sidewalks, or other improvements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Protection of Adjacent Construction and Utilities section shall not be measured and is included in the various bid items in the Bid Form unless noted otherwise.

4.2 PAYMENT

A. The full compensation for Protection of Adjacent Construction and Utilities shall not be measured separately for payment and shall be considered as included in the contract unit price for Mobilization and various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.

END OF SECTION 01 71 33

SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Removal and off- site disposal of:
 - 1. Asphalt concrete pavement
 - 2. Concrete curb and gutter
 - 3. Concrete bus pad
 - 4. Concrete sidewalk
 - 5. Pavement marking/striping

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A10.6 Safety Requirements for Demolition Operations
- B. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications and Revised Standard Specifications. ("Caltrans Standard Specifications")

1.3 SUBMITTALS

- A. Baseline schedule required in General Conditions indicating proposed methods and sequence of operations for selective demolition work to City for review prior to commencement of work. Include timing of traffic signal interruptions or utility shut-offs (if necessary).
- B. Demolition Plan which indicates project site methods to be employed, sequence of equipment, procedures, disposal sites and proposed haul routes. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary pedestrian sidewalks. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of City's, adjacent property owners and general public's on and off-site operations.
- C. Coordinate with City's Project Inspector with respect to City's, adjacent property owners and general public's continuing occupation of portions of existing site and make necessary provisions as applicable.
- D. Permits and notices authorizing demolition.
- E. Copy of manifests showing delivery of disposed materials in accordance with permit conditions, within 24 hours from time of delivery.

1.4 JOB CONDITIONS

- A. Visit and examine the project site to determine the extent of demolition and disposal to be performed. Inspect existing conditions that will affect the execution of the Work.
- B. Facilities that will remain in place, and vehicular / pedestrian traffic on public streets shall be protected and maintained.
- C. Protection of Utilities
 - 1. Protect active sanitary sewer, water, gas, electric, communication, and other utilities, storm drainage and irrigation lines indicated or, when not indicated, found or otherwise made known to the Contractor before or during demolition work. If utility is damaged, immediately notify the City and the utility owner for corrective action.
 - 2. Arrange with and perform work required by utility companies and municipal departments for discontinuance or interruption of utility services due to demolition work.

- D. Condition of Structures: City assumes no responsibility for actual condition of items or structures to be demolished.
- E. Conditions existing at time of commencement of contract will be maintained by City insofar as practicable. However, variations within site may occur by City's removal and salvage operations prior to start of selective demolition work.
- F. Storage or sale of removed items on site will not be allowed.
- G. Protections: Provide temporary fencing and other forms of protection as required to protect City's personnel and general public from injury due to selective demolition work.
- H. Open depressions and excavations occurring as part of this work shall be barricaded and posted with warning lights when accessible through adjacent property or through public access. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
- I. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
- J. Promptly repair damages caused to adjacent facilities by demolition work at no cost to City. Restore damaged finishes to match adjacent undamaged work.
- K. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- L. Use of explosives will not be allowed.
- M. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
- N. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- O. Comply with requirements of Section 7 of General Conditions, and the following:
 - 1. Provide continuous noise and dust abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas. Dampen or cover areas affected by demolition operations as necessary to prevent dust nuisance.
 - 2. When demolition noise is objectionable to the occupants of adjacent premises, make arrangements with the jurisdictional authorities to perform the noise- generating work at the least objectionable time of day.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide temporary or permanent materials as required for the proper execution of the Work in this section.

2.2 BACKFILL

A. Provide temporary or permanent materials as required for the proper execution of the Work in accordance with Section 31 20 00 Earthwork

2.3 MARKING PAINT

A. Marking paint shall be a good quality, oil-based spray marking paint or a good quality, oil- based paint marker.

PART 3 - EXECUTION

3.1 DESCRIPTION

A. Prior to starting selective demolition work, photograph existing conditions which could be misconstrued as damage resulting from selective demolition work and file a record copy with the City.

3.2 PREPARATION

- A. Install construction fencing and gates and tree protection prior to commencement of work under this section.
- B. Establish and identify acceptable temporary debris stockpile locations and secure appropriate waste containers on-site prior to commencement of work under this section.
- C. Protect existing stone/concrete bounds and monuments. Disturbed benchmarks, bounds/monuments shall be reset by a Land Surveyor registered in the State of California at the Contractor's expense.
- D. Call Underground Service Alert at 1-800-227-2600 or 811 to obtain a Dig Alert ID Number, 2 working days prior to the start of excavation.
- E. Call Crown Castle at 1-888-632-0931, Option 2 for location of their fiber optic facilities

3.3 DEMOLITION

- A. Comply with ANSI A10.6 Safety Requirements for Demolition Operations
- B. Remove HMA, including sawcutting, under section 39 of the Caltrans Standard Specifications.
- C. Remove concrete bus pad under section 15 of the Caltrans Standard Specifications
- D. Remove thermoplastic traffic stripe and thermoplastic pavement marking under section 84 of the Caltrans Standard Specifications.
- E. If thermoplastic removal results in pavement depressions greater than 1/8-inch, City reserves the right to require a corrective chip seal patch from lip of gutter to lip of gutter for the length of the depression.
- F. All concrete curbs, gutters, sidewalks, medians, bus pads shall be saw-cut at the nearest scoreline or deep joint.
- G. Remove concrete curb, curb and gutter, sidewalk, ramp, and associated aggregate base under section 73 of the Caltrans Standard Specifications.
- H. Completely fill below-grade areas and voids resulting from demolition work. Compact subgrade under Section 31 20 00 Earthwork.
- I. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to City in written, accurate detail. Pending receipt of directive from City rearrange selective demolition schedule as necessary to continue overall job progress without delay.
- J. If water is encountered in excavated areas, dewater in compliance with the approved Water Pollution Control Plan (WPCP).

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove debris, rubbish and other materials resulting from demolition operations from project site. Transport and legally dispose of materials off site daily or as dumpsters become full, whichever comes first.
- B. Burning of removed materials will not be allowed.

3.5 CLEAN-UP AND REPAIR

- A. Remove debris, rubbish and other materials resulting from demolition operations from project site. Transport and legally dispose of materials off site on a daily basis and as dumpsters become full.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to

condition existing prior to start of selective demolition work, or better. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

- C. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution. Notify City immediately.
- D. Burning of removed materials is not permitted.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Items of selective demolition work will be measured for payment by the unit indicated in the Bid Schedule.
- B. Traffic control for work performed under this section shall not be measured and is included in the Traffic Control bid item in the Bid Schedule.
- C. Removal of aggregate base shall not be measured and shall be considered included in the bid price for the various bid items in the Bid Schedule unless noted otherwise.

4.2 PAYMENT

- A. The contract prices paid for the various items of selective demolition work indicated in the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in these various items of selective site demolition, complete and in place, as shown on the plans, including disposal of such items, removal and disposal of aggregate base to design depth, as specified in these specifications, and as directed by the City.
 - 1. Remove Asphalt Concrete- per square foot up to 10" thickness
 - 2. Remove Concrete (Curb and Gutter) per linear foot
 - 3. Remove Concrete (Bus Pad) per square foot
 - 4. Remove Concrete (Sidewalk) per square foot
 - 5. Remove Existing Pavement Marking/Striping Lump Sum
- B. Trench safety and counter-sunk flush (recessed) trench plates will not be measured separately for payment and shall be considered to be included in various contract item of work involved.
- C. Traffic control measures will not be measured separately for payment and shall be considered as included in the contract lump sum unit price for Traffic Control listed in the Bid Form and no additional compensation will be allowed.

END OF SECTION 02 41 19

SECTION 03 40 00 PRECAST CONCRETE BLOCKS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnishing and installing precast concrete blocks
- B. Furnishing and installing precast concrete end blocks
- C. Furnishing and installing retroreflective markers on concrete blocks and concrete end blocks
- D. Furnishing and installing object markers on concrete end blocks

1.2 REFERENCES

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Plans ("Caltrans Standard Plans").
- B. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM C78/C78M: Standard Test Method for Flexural Strength of Concrete
 - 2. ASTM A615/A615M: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 3. ASTM D7508: Standard Specification for Polyolefin Chopped Strands for Use in Concrete
 - 4. ASTM C309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

1.3 SUBMITTALS

- A. Shop drawing for precast concrete block and precast concrete end blocks with score line details and certification the design mix is in compliance with these Technical Specifications.
- B. Certificate of compliance for object markers

1.4 QUALITY ASSURANCE

A. Finished surfaces including the alignment of the high point of the mountable curb must not vary more than 1/4 inch from the testing edge of a10-foot straightedge. Permissible deficiency in section thickness will be up to1/4 inch.

PART 2 - PRODUCTS

2.1 GENERAL

A. Products not specified in this section must comply with Caltrans Standard Specifications.

2.2 REINFORCEMENT

A. Concrete reinforcement and dowels for precast curb must comply with ASTM A615/A615M, Grade 60.

2.3 CONCRETE MATERIALS

- A. Concrete for precast blocks shall attain a minimum strength of 5,000 psi in 28 days
- B. Include 1/2-inch polypropylene fibers (Fibermesh or approved equal) at a rate of 1-1/2 pounds per cubic yard. Fibers must comply with ASTM D7508
- C. Color shall be natural gray

- D. Concrete manufacturer shall have successfully completed Caltran's Facility Audit for Structural Precast Concrete
- E. Concrete blocks shall be Universal Precast, or approved equal.

2.4 OBJECT MARKERS

A. Object markers shall conform to the requirements of the section 82 of the Caltrans Standard Specifications

PART 3 - EXECUTION

3.1 INSTALLATION

A. Epoxy precast concrete block dowel HMA drilled hole.

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT

- A. Precast Concrete Block (8' Long) will be measured for pay by each block furnished and installed
- B. Precast Concrete End Block (8' Long) will be measured for pay by each block furnished and installed
- C. Installation of retroreflective marks on concrete blocks and concrete end blocks are included in the unit price for Precast Concrete Block and Precast Concrete End Block
- D. Installation of object markers on concrete blocks is included in the unit price for Precast Concrete End Blocks

4.2 PAYMENT

- A. The contract price paid per each Precast Concrete Block (8' long) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing Precast Concrete Block (8' long), shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in furnishing and installing Precast Concrete Block (8' long), complete in place, including coordination with precast supplier, delivery to the project site, painting the block, installing retroreflective markers, layout with the City, Installation and securing to the pavement complete in place, as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City.
- B. The contract price paid per each Precast Concrete End Block (8' long) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing Precast Concrete End Block (8' long), shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in furnishing and installing Precast Concrete End Block (8' long), complete in place, including coordination with precast supplier, delivery to the project site, painting the blocks, installing retroreflective markers, installing object marker and base, layout with the City, Installation and securing to the pavement complete in place, as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City.
- C. Full compensation for object markers on precast concrete blocks shall be considered as included in the unit price paid for Precast Concrete Block and Precast Concrete End Block and no separate payment will be made therefor.

END OF SECTION 03 40 00

SECTION 10 14 53 SIGNAGE

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnishing and installing new sign on new pole
- B. Furnishing and installing new sign on existing pole
- C. Furnishing and installing flexible post

1.2 REFERENCES

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Plans, (Caltrans Standard Plans)
- B. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- C. 2023 California Manual on Uniform Traffic Control Devices (MUTCD), latest revision.

1.3 SUBMITTALS

- A. Certificate of compliance for:
 - 1. Aluminum sheeting
 - 2. Retroreflective sheeting
 - 3. Screened-process colors
 - 4. Non-reflective, opaque, black film

PART 2 - PRODUCTS

- A. Sign panels must be aluminum and must conform to the requirements in Caltrans Standard Specifications, Section 82.
- B. Roadside sign posts must be 1-3/4" 14-gauge galvanized steel perforated square Unistrut Corp. part no. 16D12 (1-3/4" x 1-3/4") or approved equal. Galvanized finish must conform to ASTM A525 G90 coating.
- C. Sign post brackets must be ASTM A653 12-gauge steel sizes as shown. Galvanized finish must conform to ASTM A525 G90 coating.

PART 3 - EXECUTION

3.1 SIGNAGE

- A. Install roadside sign as shown in City Standard Detail 2-20.
- B. For installation requirements not shown in City detail, comply with section 82 of the Caltrans Standard Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Furnish and Install Sign on New Pole will be measured for pay per each sign post with attached panels installed. A sign post with multiple panels is counted for pay as one unit.
- B. Furnish and Install Sign on Existing Pole will be measured for pay per each sign post with attached panels installed.

C. Furnish and Install Flexible Post will be measured for pay per each flexible post installed.

4.2 PAYMENT

- A. The unit price paid per each for Furnish and Install Sign on New Pole shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new roadside signs, including removing posts, mounting hardware, and foundations, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- B. The unit price paid per each for Furnish and Install Sign on Existing Pole shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new roadside signs, mounting hardware, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- C. The unit price paid per each for Furnish and Install Flexible Post shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new object marker, including furnishing the flexible posts, mounting hardware, and installing onto pavement complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.

END OF SECTION 10 14 53

SECTION 31 10 00 SITE CLEARING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Clearing and grubbing
- B. Dust control

1.2 SUBMITTALS (NOT USED)

1.3 REFERENCES

A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").

1.4 JOB CONDITIONS

- A. Notify City at least two (2) working days before starting site clearing.
- B. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- C. If existing irrigation system is interrupted, water trees and other vegetation to remain within limits of contract work as required to maintain their health during construction under Section 01 56 39 Tree Protection.
- D. Repair or replace trees and vegetation not designated for removal which are damaged by construction operations, in kind or better. Perform tree and shrub repair under Contractor's Certified Arborist's supervision if required in the opinion of the City.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Furnish materials, tools, equipment, facilities, and services required for performing site clearing.

PART 3 - EXECUTION

3.1 GENERAL

- A. Call Local USA Underground not less than two working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Comply with Section 01 56 39 Tree Protection.

3.2 PROTECTION

- A. Locate, identify and protect utilities indicated to remain from damage under Section 01 71 33 Protection of Adjacent Construction and Utilities
- B. Protect trees to remain under Section 01 56 39 Tree Protection.
- C. Provide temporary protection to trees and vegetation to remain from herbicide application through the use of plywood shield during spraying.
- D. Provide protections necessary to prevent damage to existing improvements on adjoining properties and on City property.

- E. Restore damaged improvements to their original or better condition, as acceptable to parties having jurisdiction.
- F. Protect benchmarks and existing structures from damage or displacement.

3.3 SITE CLEARING

- A. Remove trees, shrubs, grass and other vegetation to a depth of 24 inches. Measure removal depth from existing grade or finished grade, whichever is lower. Remove improvements, or obstructions interfering with installation of new construction. Remove and dispose of such items off site. Removal includes digging out stumps and roots.
- B. Prune roots under Section 01 56 39 Tree Protection.
- C. Control dust under section 10 of the Caltrans Standard Specifications.

3.4 CLEAN UP

A. Removal from City's and Adjacent Property Owner's Property: Remove all waste materials and unsuitable and excess topsoil from City's and adjacent property owner's property and dispose of off site in legal manner. Site is to be maintained in a clean condition at all times.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Site Clearing section shall not be measured and is included in the various bid items in the Bid Form unless noted otherwise.

4.2 PAYMENT

A. The full compensation for Site Clearing shall not be measured separately for payment and shall be considered as included in the contract unit price for Mobilization and various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.

END OF SECTION 31 10 00

SECTION 31 20 00 EARTHWORK

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Trench excavation and backfill
- B. Subgrade preparation
- C. Aggregate base removal
- D. Dust control

1.2 REFERENCES

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- B. State of California, Department of Environmental Protection Regulations
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 2. ASTM C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 3. ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
 - 4. ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
 - 5. ASTM C535 Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 6. ASTM D422 Method for Particle-Size Analysis of Soils
 - 7. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - 8. ASTM D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop
 - 9. ASTM D2216 Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures
 - 10. ASTM D2321 Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
 - 11. ASTM D2487 Test Method for Classification of Soils for Engineering Purposes
 - ASTM D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - ASTM D3017 Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
 - ASTM D4318 Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

- D. Regulatory Requirements:
 - 1. Regulatory requirements that govern the work of this Section include, but are not limited to, the following governing codes:

California Code of Regulations, Title 8, Chapter 4, Subchapter 4 — Construction Safety Orders, and Subchapter 19 — Trench Construction Safety Orders.

1.3 SUBMITTALS

Submit certified test reports and analyses certifying that the materials proposed for use at the project site conform to requirements, and that all tests were conducted in accordance with the specifications.

1.4 QUALITY ASSURANCE

- A. The City reserves the right to approve materials to be used in construction. Do not use materials which, after approval, have become unfit for use.
- B. Field testing of compacted soil may be done by City in accordance with ASTM D1556 or ASTM D2922, using the nuclear method, for the City's sole convenience. City performs testing under General Conditions Article 7.8. Copies of the density test results performed by the Contractor shall be submitted to the City.
- C. Maximum Dry Density: The maximum dry density of the material shall be as determined by ASTM D1557. Moisture density relations of soil shall be determined by ASTM D1557.
- D. Moisture Content: The ratio, expressed as a percentage of the weight of water for a given soil mass to the weight of solid particles, shall be determined by ASTM D1557.
- E. Dry Density: The weight of soil solids per unit of total volume of soil mass shall be determined by ASTM D1557.
- F. Air Content: The total calculated air content of controlled density fill shall be determined by ASTM C231 immediately after discharge from the mixer.
- G. Perform work as specified herein and in accordance with Section 19, "Earthwork" of the Caltrans Standard Specifications.
- H. If soil or groundwater with visual discoloration, noticeable odor, or evidence of asbestos fibers is encountered, notify City and comply with Section 10.2 of the General Conditions.
- I. If potential historical artifacts, including glass, ceramics, wooden structures or skeletal remains are encountered, notify City and comply with Section 7.18 of the General Conditions.
- J. Comply with applicable OSHA safety standards and requirements

1.5 EXISTING SITE CONDITIONS

- A. Locations of existing pipelines, utilities and substructures shown on the Contract Drawings are approximate. It shall be the Contractor's responsibility to contact all owners of lines and structures that may interfere with the work. Contact Underground Service Alert at 811 or 1-800-227-2600 to obtain a Dig Alert ID Number, at least 2 working days prior to the start of excavation. Contract Crown Castle at 1-888-632-0931, Option 2, and utility companies that do not participate in USA which have underground facilities within the limits of the work.
- B. Cooperate with the City and utility agencies to keep services and facilities in operation. Repair damaged substructure to the satisfaction of the City at no additional cost to City. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by the City or private utility owner(s) and then only after acceptable temporary utility services have been provided.
- C. Above ground utilities adjacent to excavations shall be protected by the Contractor using methods approved by the owner of facility.
- D. Stockpile imported backfill material temporarily in an orderly and safe manner.

- E. Protect open trenches and utility structure excavations with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.
- F. Promptly notify the City's Project Inspector of surface or subsurface conditions differing from those shown on the plans.
- G. If at any time, the Contractor encounters impacted soil or groundwater, as indicated by visual discoloration, noticeable odor, or evidence of asbestos fibers, the Contractor shall immediately notify the City's Project Inspector.
- H. If at any time, the Contractor encounters any potential historical artifacts, including glass, ceramics, wooden structures or skeletal remains, the Contractor shall stop work and immediately notify the City's Project Inspector.
- I. Provide dust and noise control in conformance with the City's project requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soils.
 - Fill. Fill shall be equivalent to ASTM D 2487 soil classification groups SM, SC, ML, CL, OL, or a combination of these group symbols. Fill can be comprised of Native Soil material generated from onsite excavation or imported fill as long as the soil meets the satisfactory soil specifications herein. Fill must be free of organic material and debris and shall not contain rocks or clods greater than 3 inches in largest dimension. Fill must have a plasticity index of 16 or less. Do not purchase, accept delivery of, or place Fill material without City's authorization. See submittal requirements
- B. Unsatisfactory Soils.
 - 1. Fill. ASTM D 2487 soil classification groups GW, GP, GM, GC, SW, SP, MH, CH, OH, and PT, or a combination of these group symbols. Other unacceptable soils would include rip-rap.
 - 2. Unsatisfactory soils also include satisfactory soils not maintained within 4 percent of optimum moisture content at time of compaction.
 - 3. Fill. Suitable soil excavated from the project site and imported materials which meet the satisfactory soil materials specifications.
 - 4. Bedding material for inlets shall be a 6-inch section of Class 2 aggregate base and shall conform with the requirements of the Aggregate Base Section.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Utilization of Excavated Materials: Material removed from excavations shall be used in the construction of fills, embankments, subgrades, and similar purposes, unless the material is deemed unsuitable by the City.
- B. Surplus soil or soil deemed unsuitable for backfill shall be stockpiled separately. No excavated material shall be used on site without authorization from the City. Material authorized to be used on site shall be stockpiled as acceptable to the City. No excavated material shall be disposed of or stockpiled in such a manner as to obstruct the flow of any stream, impact wetlands, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed or in- progress work in any way.
- C. Vertical Tolerance. Vertically layout and finish-grade the earthwork area to within 0.30 feet of the elevation(s) shown on the Drawings, and to smoothly transition vertically with the existing ground lines.
- D. Horizontal Tolerance. Horizontally layout and construct the earthwork to within 0.5 feet of the true horizontal position indicated on the drawings, and smoothly transition horizontally with the existing ground lines. The principal edges of earthwork shall be constructed straight or smoothly curved as indicated on the drawings

without readily noticeable waviness.

E. Grading Tolerance. Construct slopes within 5 percent of the designed slope ratio. Slopes shall be even, i.e., not convex nor concave when viewed up-and-down and across the face of the slope.

3.2 DUST CONTROL

- A. Dust Control shall be in accordance with the General Conditions and the Caltrans Standard Specifications Section 18. Keep the entire site of work, inclusive of pedestrian and vehicular routes through the work areas, continuously free of dust, by watering as follows:
 - 1. Supply water and apply at locations necessary to control dust from excavated areas, from stacked materials, and from other materials in the amount as directed by the City.
 - 2. The Contractor's dust control activities shall be in accordance with the applicable OSHA, Cal/OSHA, and State of California, Department of Environmental Protection regulations.
 - 3. Use of soil binders shall be subject to conformance with all project requirements and prior acceptance by the City.

3.3 EXCAVATION

- A. Excavate every type of material encountered within the limits of the work, to the lines, grades, and elevations as specified herein and as indicated on the Contract Drawings.
- B. Cutting of Pavement Areas: Perform cutting of pavement areas to required dimensions and elevations as identified in the trench sections shown on the plans or specified elsewhere in this Section.
- C. Excavating
 - 1. General: Excavate to required elevations and dimensions, allowing ample space for form and material placement, inspection, and form removal.
 - Removing Material: Excavate all material encountered, except for existing services and permanent structures. Soil conditions at bottom of excavation shall be subject to City's approval. Surfaces shall be level, or sloped if required, clean, and clear of mud. Maintain them in good condition until overlying materials are placed.
 - 3. Suitable Bearing: Where unsuitable material is exposed at completion of planned excavation, perform further excavation as directed by City until suitable bearing is reached. Place and compact backfill as specified herein to correct elevations.
 - 4. Over Excavation: If materials are removed below required elevation, through error or careless excavating, corrective measures shall be performed by Contractor at their own expense.
 - 5. Surface Preparation for Fill Placement. Fill surfaces shall be relatively clean and free of roots or other debris which would compromise bonding between placed material and native or existing materials.
 - 6. AC Pavement Removal: Remove to clean straight lines, and seams shall be located at the edge of lanes and not in wheel paths.
- D. Material Storage and Disposal: Select stripped, cut, and excavated material which can be used later; classify and stockpile each type separately. Dispose of unsuitable and excess material and debris at lawful off-site locations.
- E. Temporary support systems shall comply with OSHA requirements.
- F. Excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times.
- G. Structure excavation and backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill" of the Caltrans Standard Specifications.

3.4 BACKFILL (GENERAL)

- A. Replace any unsuitable material with approved backfill material and compact as directed by the City and as specified herein.
- B. Before the initial layer of bedding is placed, the bottom surface of the trench shall be tamped or compacted by plate or other means to provide a base for the bedding.
- C. The bedding material shall be placed and compacted in conformance to the provisions in Section 19-3.02E, "Culvert Beddings," of the Caltrans Standard Specifications and per Modified City Standard Detail 4-24. No jetting shall be permitted.
- D. Compact backfill to at least 90 percent laboratory maximum density.
- E. Backfill excavations when installations have been completed, inspected, and approved. Concrete shall have attained sufficient strength to withstand pressure of earth and compacting operation. Before proceeding, excavations shall be free of forms, debris and other foreign materials.
- F. Backfill sections shall conform to City Standard Detail 4-24.

3.5 HAULING

A. No excavated material shall be hauled out of the project area without prior approval by the City.

3.6 EXCESS MATERIAL

A. Excavated material in excess of that used for backfilling, embankment and similar purposes, shall be handled in accordance with these specifications.

3.7 GRADING AND COMPACTION

- A. Grading:
 - 1. Grading shall conform to the Contract Drawings and the tolerances specified herein. Satisfactory excavated materials shall be transported and placed within the limits of the work. Unsatisfactory materials encountered within the limits of the work shall be excavated and replaced with satisfactory materials as directed by the City. Unsatisfactory materials shall be removed and disposed off-site.
 - 2. The surface of all excavations and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown on the Contract Drawings. The degree of finish for all graded areas to be paved within this contract shall be within 0.05 feet of the grades and elevations indicated. Ditches shall be finished in a manner that will result in effective drainage.
 - 3. Subgrade shall be shaped to line, grade, and cross section, and compacted as specified. This operation shall include plowing, disking, scarifying existing track subgrade and all moistening or aerating required to obtain specified compaction and moisture content. Soft or otherwise unsatisfactory material shall be removed and replaced with excavated material or other approved material as directed. Low areas resulting from removal of unsatisfactory material shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped to line, grade, and cross section, and compacted as specified. After rolling, the surface of the subgrade shall not show deviation greater than 0.10 feet when tested with a 10-foot straightedge applied both parallel and at right angles to the centerline of the area. The elevation of the finished subgrade shall not vary more than 0.10 feet from the established grade and cross section.
 - 4. Subgrades improperly compacted shall be re-opened to the depth directed by the City, then refilled and compacted to the density specified at the Contractor's expense.
 - 5. Ditches and drains along subgrade shall be maintained as required to drain the subgrade effectively at all times. The finished subgrade shall not be disturbed by traffic or other operations and shall be protected and maintained by the Contractor in a satisfactory condition until subbase, base, or pavement is placed. The storage or stockpiling of materials on the finished subgrade will not be allowed. No subbase, base, or pavement shall be laid until the subgrade has been checked and

approved, and in no case shall subbase, base, surfacing, or pavement be placed on a muddy, spongy, or frozen subgrade.

- B. Compaction:
 - 1. Furnish satisfactory power-operated or power-driven hand operated equipment wherever possible to compact to requirements specified herein. Do not operate mobile equipment closer to foundation than a horizontal distance equal to the height of backfill above bottom of wall. Compaction shall be accomplished by sheep foot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibrator compactors, or other approved equipment well suited to the type of material being compacted.
 - 2. If the degree of compaction is unsatisfactory, make necessary adjustments until specifications are met. Material placed over layers not satisfactorily compacted shall be removed and the unsatisfactory areas re-compacted as directed by the City at the Contractor's expense.
 - 3. City will perform field density tests in accordance with ASTM Test Designation D1556 (Sand-Cone Method). The exact locations and minimum number of field density tests shall be determined by the City, subject to the following general requirements:
 - 4. One field density test shall be taken for every 300 linear feet for each lift of soil.
 - 5. Unless otherwise noted, relative compaction of fill materials composing each layer of fill shall not be less than 95 percent as determined by ASTM D1556.
 - 6. These compaction requirements do not apply to material placed in stockpiles or waste areas.

3.8 MAINTENANCE OF EXCAVATIONS

- A. Maintain excavations when they are open and take all precautions to keep them marked, barricaded and safe.
- B. When backfill is placed, sheeting and bracing shall be removed in stages so that the walls are supported by the shoring or by newly placed backfill.
- C. Comply with OSHA standards for shoring.

3.9 FINISH GRADING AND CLEANUP

- A. Spread topsoil and finish-grade disturbed soil areas to smoothly transition with the surrounding ground lines and structures.
- B. When earthwork has passed Final Acceptance inspection, promptly remove any temporary erosion control materials.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Earthwork section shall not be measured and is included in the various bid items in the Bid Form unless noted otherwise.

4.2 PAYMENT

- A. The full compensation for Earthwork shall not be measured separately for payment and shall be considered as included in the contract unit price the various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.
- B. The full compensation for sampling and analysis fees from receiving facilities shall not be measured separately for payment and shall be considered as included in the contract unit price the various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.

END OF SECTION 31 20 00

SECTION 32 11 23 AGGREGATE BASE

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnishing and installing Class 2 Aggregate Base
- B. Source quality control

1.2 REFERENCES

- A. Test results on aggregate bases and sub-bases, including:
 - 1. "R" value, per California Test Method 301
 - 2. Sieve Analysis, per California Test Method 202
 - 3. Sand equivalency, per California Test Method 217
 - 4. For aggregate bases, the durability index, per California Test Method 229
- B. Dust Control shall be in accordance with the General Conditions and the Caltrans Standard Specifications Section 18. Keep the entire site of work, inclusive of pedestrian and vehicular routes through the work areas, continuously free of dust, by watering as follows:
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM C136: Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 2. ASTM D421: Practice for Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants
 - 3. ASTM D1241: Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses
 - 4. ASTM D1557: Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 5. ASTM D2419: Test Method for Sand Equivalent Value of Soils and Fine Aggregate
 - 6. ASTM D2844: Test Method for Resistance R-Value and Expansion Pressure of Compacted Soils
 - 7. ASTM D3744: Test Method for Aggregate Durability Index
- D. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").

1.3 SUBMITTALS

- A. General: Submit under the provisions of Document 00700, General Conditions, Section 4 Control of Work, Submittals.
- B. Product Data: Submit source, gradation, R-value, sand equivalent, and durability for the proposed base material.
- C. Test Reports: Submit plant and field test reports as specified in Articles 2.02 and 3.05 herein.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate for base course shall conform with ASTM D1241 and the following requirements:
- B. Class 2 Aggregate Base shall be free of vegetable matter, glass, and other deleterious substances. Coarse aggregate, material contained on the No. 4 sieve, shall consist of material of which 25 percent by weight shall be crushed particles. ³/₄" Class 2 aggregate base shall conform to the following grading, determined

in accordance with ASTM C136:

	1-1/2 inch	3/4-inch
Sieve Sizes	Maximum	Maximum
2-inch 1-1/2 inch 1-inch 3/4-inch No. 4 No. 30 No. 200	100 90-100 50-85 25-45 10-25 2-9	 100 90-100 35-55 10-30 3-9

PERCENTAGE PASSING SIEVES

Class 2 aggregate Base shall conform to the following additional requirements:

ASTM Test				
Tests	Method	Requirements		
Resistance (R-Value) Sand Equivalent Durability Index	D2844 D2419 D3744	78 min. 30 min. 35 min.		

Where aggregate base is used as finish surfacing, it shall be virgin material.

2.2 SOURCE QUALITY CONTROL

- A. Perform sampling and tests of the aggregate base material in accordance with the ASTM Test Methods herein specified and provide copies of such tests to City, to determine compliance with specified requirements. Samples shall be taken from material as delivered to the site, and shall be prepared in accordance with ASTM D421, as applicable.
- B. Aggregate grading or sand equivalent test shall represent no more than 500 cubic yards of base material or one days production, whichever is the greater amount.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Request an inspection by the City and obtain written acceptance of the prepared subgrade or subbase before proceeding with the placement of aggregate base course.
- B. The subgrade or subbase to receive aggregate base course, immediately prior to spreading, shall conform to the compaction and elevation tolerances indicated for the material involved and shall be free of standing water and loose or extraneous material in accordance 31 20 00.

3.2 INSTALLATION STANDARDS

- A. Aggregate base shall be applied over the prepared subgrade or subbase and compacted in accordance with Section 26 of the Caltrans Standard Specifications.
- B. Aggregate base shall have minimum uniform thickness after compaction of dimensions indicated. Where not indicated, compacted thickness shall be 6 inches.
- C. All compaction expressed in percentages in this section refers to the maximum dry density as determined by ASTM D1557.

3.3 SPREADING OF MATERIAL

- A. Aggregate for base shall be delivered as uniform mixture of fine and coarse aggregate and shall be spread in layers without segregation.
- B. Aggregate base material shall be free from pockets of large and fine material. Segregated materials shall be remixed until uniform.
- C. Aggregate base material shall be moisture-conditioned to at least 2% over optimum moisture content.
- D. Aggregate base 6 inches and less in thickness may be spread and compacted in one layer. For thickness greater than 6 inches, the base course aggregate shall be spread and compacted in two or more layers of uniform thickness not greater than 6 inches each per Caltrans Standard Specification Section 26.

3.4 COMPACTING

- A. Unless otherwise specified, relative compaction of each layer of compacted aggregate base material shall be not less than 95 percent as determined by ASTM D1557.
- B. Thickness of finished base course shall not vary more than 3/4 inch from the indicated thickness at any point. Base that does not conform to this requirement shall be reshaped or reworked, watered, and recompacted to achieve compliance with specified requirements.
- C. The surface of the finished aggregate base course at any point shall not vary more than 3/4 inch above or below the indicated grade.

3.5 FIELD QUALITY CONTROL

- A. The City may, for City's sole convenience, perform field tests to determine compliance with specified requirements for density and compaction of aggregate base material, and to the determine moisture-content compliance of the installed base course.
- B. Testing frequency by City, if performed, is anticipated to be not less than one test for every 2,000 square feet of base course material, per layer or lift. Cooperate with City's testing activity.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Aggregate Base section shall not be measured and is included in the various bid items in the Bid Form unless noted otherwise.

4.2 PAYMENT

A. The full compensation for Aggregate Base shall not be measured separately for payment and shall be considered as included in the contract unit price the various bid items listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.

END OF SECTION 32 11 23

SECTION 32 12 16 ASPHALT PAVING

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Installation of Asphalt Concrete (AC) plug and AC Overlay "T" Cut

1.2 REFERENCES

A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications

1.3 SUBMITTALS

- A. Submit HMA source and mix design prepared by a certified laboratory
- B. Design Data: Submit job mix design per section 39 of the 2023 Caltrans Standard Specifications
- C. Submit materials certificates signed by material producer certifying that each material complies with section 39 of the 2023 Caltrans Standard Specifications
- D. Submit Contractor Quality Control Plan per section 39 of the 2023 Caltrans Standard Specifications
- E. Submit certificate of compliance for tack coat per Section 94 of the 2023 Caltrans Standard Specifications
- F. Submit delivery slips for HMA products.

1.4 QUALITY ASSURANCE

A. Submit a QC plan meeting the requirements Section 39-2.01A(3)(c) of the 2023 Caltrans Standard Specifications

PART 2 - PRODUCTS

2.1 GENERAL

A. Comply with Section 39 of the 2023 Caltrans Standard Specifications.

2.2 ASPHALT PAVING MIX

- A. Asphalt mix: Hot Mix Asphalt (HMA) Type A, as specified in the 2023 Caltrans Standard Specifications
- B. Aggregate gradation for must be $\frac{1}{2}$ " maximum.
- C. Binder shall be PG 64-16
- D. The asphalt concrete mix design shall contain a minimum binder content of 5.5%
- E. The asphalt concrete mix design shall contain an air voids content ratio of 4%.

PART 3 - EXECUTION

3.1 GENERAL

A. Comply with 2023 Caltrans Standard Specifications

3.2 EXAMINATION

A. Verify gradients and elevations of base.

Verify compacted asphalt, subgrade and subbase is dry and ready to support paving and imposed loads as specified for the material involved. Remove loose and uncompacted material in accordance with Caltrans Standard Specifications

3.3 **PREPARATION**

- A. Comply with 39-2.01C(3) "Surface Preparation" of the 2023 Caltrans Standard Specifications
- B. Apply a tack coat to finished surfaces of aggregate and concrete surfaces where HMA will meet.
- C. Use clean sand to blot excess primer.

3.4 INSTALLATION – ASPHALT PAVEMENT

- A. Install work as shown on plans and in accordance with 2023 Caltrans Standard Specifications.
- B. Spread and compact HMA at minimum ambient and surface temperatures per section 39-2.02C "Construction" of the 2023 Caltrans Standard Specifications

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. Hot Mix Asphalt (Type A) will be measured for payment by the ton.

4.2 PAYMENT

- A. The contract price paid per ton for Hot Mix Asphalt (Type A) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved for Hot Mix Asphalt, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- B. Payment for tack coat is included in payment for Hot Mix Asphalt (Type A).

END OF SECTION 32 12 16

SECTION 32 16 00 CONCRETE CURBS, CURB AND GUTTERS, BIKE PATHS, AND SIDEWALKS

PART 1 - GENERAL

1.1 WORK INCLUDES

Section Includes:

- A. Concrete curb
- B. Concrete curb and gutter
- C. Concrete bike path
- D. Concrete sidewalk
- E. Truncated domes

1.2 REFERENCES

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C78/C78M: Standard Test Method for Flexural Strength of Concrete
 - 2. ASTM A615/A615M: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 3. ASTM D7508: Standard Specification for Polyolefin Chopped Strands for Use in Concrete
 - 4. ASTM C309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

1.3 SUBMITTALS

- A. Product Data: Submit data on bus pad joint filler, epoxy, admixtures, mix designs, and curing compounds.
- B. Certificates of compliance for concrete mixes signed by both Contractor and Supplier containing the following statements:
 - 1. Materials supplied comply with the specification in all respects
 - 2. Proportioning and mixing is in compliance with a design mix which has been field tested in accordance with the herein requirements and produces the required compressive strength under like conditions.
 - 3. Statement of type and amount of admixtures.
 - 4. All certificates shall include the Material and Supplier's mix design number
- C. Make concrete materials submittals under section 90 of the Caltrans Standard Specifications.
- D. Submit product data for detectable warning surface panels.
- E. Submit data for grade rings, mortar, and other products to be used to adjust utility covers

1.4 QUALITYASSURANCE

- A. Perform Work and testing in accordance with section 73 of the Caltrans Standard Specifications and City standards
- B. Obtain cementitious materials from one source.

C. Slip forming of curbs will not be allowed.

PART 2 - PRODUCTS

2.1 GENERAL

A. Products not specified in this section must comply with Caltrans Standard Specifications.

2.2 REINFORCEMENT

- A. Reinforcing steel must comply with Caltrans Standard Specification section 52.
- B. Welded wire fabric must comply with ASTM A615/A615M, 10/10.

2.3 CONCRETE MATERIALS

- A. Concrete shall comply with Caltrans Standard Specifications, Section 73, "Concrete Curbs and Sidewalks"
- B. Concrete shall contain at least 463 pounds of cementitious material per cubic yard and have a compressive strength of 3,000 psi.

2.4 ACCESSORIES

A. Curing Compound: ASTM C309, Type 1 or 1D, Class A or B.

2.5 DETECTABLE WARNING SURFACE

A. Detectable warning surface for curb ramps must be cast-in-place replaceable type, Federal Yellow in color, and comply with Caltrans Standard Specification Section 73.

PART 3 - EXECUTION

3.1 PLACE CONCRETE

- A. Install concrete curbs, curb and gutter, sidewalks, pedestrian platforms under Caltrans Standard Specification, Section 73.
- B. Notify City minimum two work days prior to starting concreting operations. Confirm condition, compaction of subgrade before scheduling pour.
- C. Scoring: Match existing adjacent paving where occurs and where feasible. Score at corners of embedded pull boxes for crack control.
- D. Connect to existing sidewalk by setting 7" long, #4 dowels in epoxy. Spacing to be per City of Cupertino Standard Detail 1-23.

3.2 DETECTABLE WARNING SURFACE

- A. Install detectable warning surface as shown on the plans in accordance with manufacturer's instructions.
- B. Do not cut detectable warning panels.

3.3 JOINTS

A. Sidewalk, driveway, island, and curb and gutter joints must be construction joints, weakened plane or sawed joints only. Filled joints will not be allowed. Match existing transverse joint spacing (construction, control/weakened plane, score marks, expansion, etc.) per City standards

3.4 FINISHING

- A. Sidewalk Paving:
 - 1. Slopes less than 6 percent: Slip Resistant, medium broom finish.
 - 2. Slopes greater than 6 percent: Slip resistant, heavy broom finish.

- 3. Radius to 1/4 inch radius.
- 4. Trowel joint edges.
- 5. Wood float.
- 6. Texture sidewalk transverse to direction of travel.

3.5 CURING

A. Cure using curing compound method under section 90 of the Caltrans Standard Specifications.

3.6 **PROTECTION**

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT

- A. The following bid items will be measured per linear foot:
 - 1. Concrete curb

The proposed curb to form the concrete channel under the trench drain will be measured under this bid item.

- B. The following bid items will be measured per square foot:
 - 1. Concrete bike path
 - 2. Concrete sidewalk/pedestrian platform
 - 3. Truncated domes

The proposed pedestrian platform will be measured under the concrete sidewalk bid item

4.2 PAYMENT

- A. The contract price paid for Concrete Curb measured for pay per linear foot shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing concrete curbs measured for pay per linear foot, including removal of existing aggregate base, site walk with City following construction staking but prior to demolition, adjusting limits of curb ramps and corners, excavation, aggregate base subgrade preparation, laying out, installing dowels into the existing sidewalk, setting, and surveying formwork to verify proper sidewalk cross slopes, meeting with City to review string lines, sidewalk and street cross slopes, painting noses white, and ramp limits, resetting of wooden forms if necessary, final walk through with inspector prior to concrete placement, furnishing and placing concrete, reinforcing, and slip dowels including retaining curbs, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- B. The contract price paid for concrete items measured for pay per square foot shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing concrete items measured for pay per square foot, including removal of existing aggregate base, site walk with City following construction staking but prior to demolition, adjusting limits of curb ramps and corners, excavation, aggregate base subgrade preparation, laying out, setting, and surveying formwork to verify proper sidewalk cross slopes, meeting with City to review string lines, sidewalk and street cross slopes, and ramp limits, resetting of wooden forms if necessary, final walk through with inspector prior to concrete placement, furnishing and placing concrete, reinforcing, and slip dowels including retaining curbs, adjusting utility covers to finished grade, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- C. The contract price paid for truncated domes measured for pay per square foot shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work

involved in installing truncated domes per the manufacturer's instructions, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City.

D. HMA (Type A) deep lift sections adjacent to curbs and gutters and islands will be measured and paid per ton as HMA (Type A).

END OF SECTION 32 16 00

SECTION 32 16 43 CONCRETE BUS PAD

PART 1 - GENERAL

1.1 WORK INCLUDES

Section Includes:

A. Concrete bus pad

1.2 **REFERENCES**

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C78/C78M: Standard Test Method for Flexural Strength of Concrete
 - 2. ASTM A615/A615M: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 3. ASTM D7508: Standard Specification for Polyolefin Chopped Strands for Use in Concrete
 - 4. ASTM C309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- C. Santa Clara County Valley Transportation Authority (VTA), Bus Stop and Passenger Facilities Standards, March 2010

1.3 SUBMITTALS

- A. Product Data: Submit data on bus pad joint filler, epoxy, admixtures, mix designs, and curing compounds.
- B. Certificates of compliance for concrete mixes signed by both Contractor and Supplier containing the following statements:
 - 1. Materials supplied comply with the specification in all respects
 - 2. Proportioning and mixing is in compliance with a design mix which has been field tested in accordance with the herein requirements and produces the required compressive strength under like conditions.
 - 3. Statement of type and amount of admixtures.
 - 4. All certificates shall include the Material and Supplier's mix design number
 - 5. Make concrete materials submittals under section 90 of the Caltrans Standard Specifications.

1.4 QUALITY ASSURANCE

- A. Perform Work and testing in accordance Caltrans Standard Specifications
- B. Perform work under VTA Bus Stop and Passenger Facilities Standards, "Bus Stop Pavement Details", Caltrans Standard Specifications
- C. Obtain cementitious materials from one source.

PART 2 - PRODUCTS

2.1 GENERAL

A. Products not specified in this section must comply with Caltrans Standard Specifications.

2.2 REINFORCEMENT

A. Dowels shall comply with Caltrans Standard Specifications, Section 52, "Reinforcement"

2.3 CONCRETE MATERIALS

- A. Concrete for bus pads shall comply with Caltrans Standard Specifications, Section 40 "Concrete Pavement" and Section 90, "Concrete" except that the concrete shall:
 - 1. Have a flexural strength of 650 psi at 28 days as determined by ASTM C78.
 - 2. Include 1/2-inch polypropylene fibers (Fibermesh or approved .equal) at a rate of 1-1/2 pounds per cubic yard. Fibers must comply with ASTM D7508
 - 3. Include one pound of dispersing black mixed with each cubic yard of concrete at the batch plant.

2.4 ACCESSORIES

A. Curing Compound: ASTM C309, Type 1 or 1D, Class A or B.

PART 3 - EXECUTION

3.1 PLACE CONCRETE

A. Install bus pads under Caltrans Standard Specification, Section 40, "Concrete Pavement" and Section 90 "Concrete".

3.2 JOINTS

- A. Contraction and expansion joints and gaps between the bus pad and the existing pavement shall cleaned and sealed prior to permitting traffic on the pad. Joint sealing compound shall be type "A" joint seal and conform to Caltrans Standard Specifications, Section 51-2.202B, "Type A and AL Joint Seals".
- B. Bus Pad: place contraction joints at 10' intervals and expansion joint at 40' interval.
- C. Sawcutting of the contraction joints must be performed within 24 hours after concrete has received final surface finish

3.3 FINISHING

A. After spreading and compacting, concrete shall be given a preliminary finish, which shall be smooth and true to grade. In advance of curing operations, the pavement shall be given a final rough broom finish with grooves having depth of 1/8" perpendicular to the curb and gutter.

3.4 CURING

A. Cure using curing compound method under Caltrans Standard Specifications, Section 90 "Concrete".

3.5 **PROTECTION**

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian or vehicular traffic over pavement for 10 calendar days nor before the concrete has developed a modulus of rupture of 550 pounds per square inch.

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT

A. Concrete Bus Pad will be measured for pay per square foot

4.2 PAYMENT

A. The contract price paid for Concrete Bus Pad paid per square foot shall include full compensation for

furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing the bus pad for pay per square foot, including removal of existing aggregate base, site walk with City and VTA following construction staking but prior to demolition, adjusting limits of corners, excavation, aggregate base subgrade preparation, laying out, setting, meeting with City and VTA to review string lines, sidewalk and street cross slopes, and ramp limits, resetting of wooden forms if necessary, final walk through with inspector prior to concrete placement, furnishing and placing concrete, reinforcing, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City and VTA.

B. HMA (Type A) deep lift sections adjacent to the bus pad will be measured and paid per ton as HMA (Type A).

END OF SECTION 32 16 43

SECTION 32 17 23 PAVEMENT STRIPES AND MARKINGS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Thermoplastic pavement markings
- B. Thermoplastic traffic stripes
- C. Reflective paint on curbs and island nose
- D. Reflective paint on concrete block
- E. Type G retroreflective marker on concrete block
- F. Pavement markers
- G. Green bike lane pavement markings

1.2 REFERENCES

A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").

1.3 SUBMITTALS

A. Submit product data as specified in sections 81 and 84 of the Caltrans Standard Specifications.

1.4 QUALITY CONTROL

A. Layout of Work

Prior to the application of the pavement markings, mark the location of all the pavement markings, and obtain authorization before proceeding with the application work.

1.5 DEFINITIONS

- A. For the purpose of this Contract, the following pavement marking definitions apply:
 - 1. Striping: A painted longitudinal line for separating traffic.
 - 2. Pavement Marking: A painted legend, crossing marking, parking stall, limit line, lettering or striping greater than 6 inches in width.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement marking materials:

Thermoplastic pavement stripes shall comply with section 84-2.03C(2)(c) Sprayable Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic pavement markings, and pavement markers shall conform to section 84-2 of the Caltrans Standard Specifications.

Color of pavement markings shall be as shown per detail on the Caltrans Standard Plans.

Pavement Markers for striping details and for curb enhancement shall be 2- way retroreflective markers with type, color, and placement conforming to Caltrans Standard Specifications, Section 81.

Concrete painting material:

1. Paint for concrete must be reflective white or reflective yellow

- 2. Reflective paint must have glass beads and be recommended for coating concrete.
- B. Green pavement markings may be either of the following:
 - 1. Green methyl methacrylate pavement markings:

Ennis-Flint MMAX Colored Lane Treatment with Anti-Skid or approved equal.

Materials used to create material shall consist of colored lane treatment pre-pigmented resin and hardwearing aggregate and catalyst.

Green colored lane treatment resin shall have the following properties:

Density	12.52 +/35	
Tensile	>400PSI	ASTM D638
Elongation	>180%	ASTM D638
Flash Point	>50°F/10°C	ASTM D1310

green colored lane treatment aggregate shall be provided by the manufacturer and will have a hardness of 9 on the Mohs scale. Aggregate shall be a neutral, light color that will not affect the color of the finished product and will have a mesh sizing of 24 grit.

Green colored lane treatment catalyst shall come in a powder form and be supplied in bulk at the maximum usage rate of 0.51 +/- 0.2 lbs. (.23 +/- .09 kg) per pail of resin.

2. Premark ViziGrip Skid/Slip Resistant (90 mil) or a City approved equivalent. Bike symbols, legends, and arrows within green bike lanes and shall be Premark ViziGrip (90 mil) or a City approved equivalent. Placement shall be performed as required by the manufacturer's specifications.

Bike symbols, legends, and arrows in green bike lanes must be factory assembled with the green marking sheet and interconnected so that in the field it is unnecessary to assemble the individual pieces within a material segment.

The green bike lanes shall be pre-formed thermoplastic pavement marking sheets utilizing light green color that meets FHWA specifications for color.

A sealer specified by the manufacturer must be applied to the substrate asphalt and concrete to ensure proper adhesion.

Preformed green marking sheets shall be installed first before the 6" white liquid thermoplastic bicycle lane line. Pre-formed sheets shall be laid out and applied so that edges of adjacent sheets fit snugly together, the pattern of the marking aligns properly from sheet to sheet, and to prevent overlap of adjacent sheets. First time applicators shall contact the pre-formed thermoplastic pavement marking supplier for product support and on-site training.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Application of pre-formed thermoplastic pavement markings shall be done in accordance with the manufacturer's instructions.
- B. Application of methyl methacrylate pavement markings shall be done in accordance with the manufacturer's instructions.
- C. Application of thermoplastic traffic stripes shall be done in accordance with Caltrans Standard Specification Section 84-2.03C(2)(c)
- D. Locations of traffic stripes, pavement markings and pavement markers shall be as shown on the Contract Drawings and approved by the City prior to installation
- E. Application of reflective paint shall conform to the requirements of Caltrans Standard Specifications Section 78.

F. Application of retroreflective markers to curb face for curb enhancement shall conform to the requirements of Caltrans Standard Specifications Section 81.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Measurement and Payment sections of Section 84 of the Caltrans Standard Specifications are not applicable.

- A. The following bid items will be measured per linear foot of the detail of the type shown without subtraction for gaps:
 - 1. 4" White Buffer Stripe
 - 2. 12" White Thermoplastic Traffic Stripe
 - 3. 24" White Thermoplastic Traffic Stripe
 - 4. Detail 37B Traffic Stripe
 - 5. Detail 38 Traffic Stripe
 - 6. Detail 39 Traffic Stripe
 - 7. Detail 39A Traffic Stripe

Pavement retroreflective markers that are part of the above striping details will not be measured separately for pay.

- B. The following bid items will be measured per square foot of the area covered with thermoplastic pavement marking, not counting overlap:
 - 1. Pavement Markings
 - 2. Green Pavement Markings
- C. The following bid items shall not be measured and is included in the bid item for Traffic Control and Precast Concrete Blocks in the Bid Form:
 - 1. Temporary painted traffic stripes, temporary painted traffic markings, temporary traffic markers
 - 2. Retroreflective markers or paint mounted on concrete block or concrete end block

4.2 PAYMENT

- A. The contract price for thermoplastic stripe/retroreflective marker items measured for pay by linear foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing thermoplastic stripe/retroreflective marker items, including establishing alignment and layout work, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- B. The contract price for Thermoplastic Pavement Markings measured for pay by square foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Thermoplastic Pavement Markings, including establishing alignment and layout work, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- C. The contract price for Green Pavement Markings paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Green Pavement Markings, including establishing alignment and layout work, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- D. Full compensation for temporary painted traffic stripes, temporary painted pavement markings and

temporary pavement markers used for temporary traffic centerline, median striping and lane line striping, shall be considered as included in the contract Lump Sum paid for Traffic Control and no separate payment will be made therefor.

- E. Full compensation for retroreflective markers or paint used on precast concrete blocks shall be considered as included in the unit price paid for Precast Concrete Block and Precast Concrete End Block and no separate payment will be made therefor.
- F. There shall be no increase in the unit price for bid item quantities increased or decreased.

END OF SECTION 32 17 23

SECTION 33 05 61 ADJUSTING MANHOLES AND VALVE COVERS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Adjusting a sanitary sewer manhole to proposed grade.
- B. Adjusting a water valve cover to proposed grade

1.2 **REFERENCES**

A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").

1.3 SUBMITTALS

A. Submit product data for raising devices as specified in Section 71-5.03B "Frames, Covers, Grates and Manholes" of the Caltrans Standard Specifications.

1.4 QUALITY ASSURANCE

A. Perform Storm Drain Work in accordance with City of Cupertino Standards and Section 71-5.03B "Frames, Covers, Grates and Manholes" of the Caltrans Standard Specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Raising device must comply with Section 71-5.03B "Frames, Covers, Grates and Manholes" of the Caltrans Standard Specifications.

PART 3 - EXECUTION

3.1 ADJUSTING FRAME AND COVER

A. Adjust manhole frame and cover using a raising device in compliance with section 71-5.03B "Frames, Covers, Grates and Manholes" of the Caltrans Standard Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Manholes and Structures section, will not be measured and shall be considered as included in the various bid items in the Bid Form.

4.2 PAYMENT

A. Full compensation for adjusting manhole covers to grade shall not be measured separately for payment and shall be considered as included in the contract unit price for Minor Concrete (Bus Pad) bid item listed in the schedule of bid prices in the Bid Form and no additional compensation will be allowed.

END OF SECTION 33 05 61

SECTION 33 41 00 TRENCH DRAIN FRAME AND GRATE

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Installation of frame and grate over concrete channel.

1.2 REFERENCES

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- B. American Society of Mechanical Engineers (ASME):
 - 1. ASME A112.6.3 Floor and Trench Drains

1.3 SUBMITTALS

A. Submit trench drain frame and grate construction, features, configuration, and dimensions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with City of Cupertino Standards, in accordance with manufacturer's instructions and with prior approval of the City.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's packaging bearing the brand name and manufacturer's identification until ready for installation
- B. Store products in environmental conditions within the manufacturer's recommended limits
- C. Handle materials to avoid damage.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Frame and grate shall be a singular system, constructed of ductile/cast iron, and be rated "Medium Duty" per the requirements of ASME A112.6.3
- B. Grate shall be ADA compliant and be certified to have an anti-slip traction surface by the manufacturer.
- C. Grate shall be solid
- D. Grate shall be removable and bolted in place or outfitted with approved locking mechanism, flush or recessed in grate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine installation site for compliance with manufacturer's requirements for placement and installation.
- B. Correct any unsatisfactory conditions prior to installation.

3.2 INSTALLATION

- A. Frame and grate shall be installed at the same time and be embedded with the concrete trench drain and per manufacturer's recommendations.
- B. The frame shall be properly fitted and cover shall be flush with adjacent grade.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The work performed under Trench Drain Frame and Grate shall be measured on a lump sum unit cost.

4.2 PAYMENT

A. The contract lump sum price for Trench Drain Frame and Grate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved for furnishing and installing trench drain frame and grate per the manufacturer's recommendations, including installation into the concrete channel, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.

END OF SECTION 33 41 00

SECTION 34 41 13 SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Furnish and install traffic signal standards, posts, and foundations.
- B. Traffic signal heads, push button assemblies, luminaries, hardware and appurtenances.
- C. Traffic signal pull boxes.
- D. Conduit, circuits, and appurtenances.
- E. Trenching for conduits and appurtenances and backfill.
- F. Dust alleviation and control.
- G. Cleanup and restoration of surface in improved areas, including pavement markingsand signage.
- H. Supplying all labor, materials, equipment and apparatus not specifically mentioned herein ornoted on the plans, but which are incidental and necessary to complete the work specified.
- I. Prior to installing the traffic signal poles, Contractor shall refer to the potholing report prepared by Exaro in Attachment C.
- J. 2 weeks prior to installing traffic signal poles at Stevens Creek Boulevard/Wolfe Road, and Stevens Creek Boulevard/De Anza Boulevard intersections, Contractor to drill an exploratory hole at the proposed pole foundation location per the Project Plans.
- K. The cost for the traffic signal pole exploratory hole will not be paid for as a pothole, but the cost for the traffic signal pole exploratory hole will be part of the price paid for traffic signal poles.
- L. Removing existing traffic signal standards.
- M. Relocating existing traffic signal equipment and roadway signs.
- N. Furnishing and installing new traffic signal standards and equipment at the intersections of Stevens Creek Boulevard and Miller Avenue-Wolfe Road and Stevens Creek Boulevard and De Anza Boulevard, per the Project Plans and these Technical Specifications.

1.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the general designation only.
 - 1. The State of California, Department of Transportation Standard Specifications,
 - 2. Standard Plans, and Manual on Uniform Traffic Control Devices (MUTCD).
 - 3. NEC The National Electric Code.
 - 4. California Division of Industrial Safety Electrical Orders (Title 8).
 - 5. I.E.S. Illumination Engineering Society of Standards.
 - 6. NEMA National Electrical Manufacturers Association Standards.
 - 7. IMSA International Municipal Signal Standards and Specifications.
 - 8. SPUC Electrical Safety Orders (i.e., General Order No. 95)

- 9. American Society for Testing and Materials (ASTM) Publications: A 123 Zinc Coatings, Rolled, Pressed Forged Mat.
 - A 307 Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.B
 - 3 Specification for Soft or Annealed Copper Wire.
 - B 8 Cubic Conduit Hard Medium Soft.
 - D 1785 Pipe, Poly Vinyl Chloride (PVC) Plastic, Schedules 40, 80 &120.
- 10. City of Cupertino Standard Details
- 11. Caltrans Standard Plans and Specifications

1.3 SUBMITTALS

- A. Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work- related submittals. Submittals shall also include, but not be limited to, all mechanical materials, reinforcing steel, and fabricated items. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.
- B. The following is the list of submittals anticipated for this project:
 - 1. Certificates of compliance for concrete mixes signed by both Contractor and Supplier containing the following statements:
 - a. Materials supplied comply with the specification in all respects
 - b. Proportioning and mixing is in compliance with a design mix which has been field tested in accordance with the herein requirements and produces the required compressive strength under like conditions.
 - c. Statement of type and amount of admixtures.
 - d. All certificates shall include the Material and Supplier's mix design number
 - 2. At time of delivery provide certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.
 - 3. Shop drawings on all poles, electroliers, signal heads and fixtures, and signal system equipment components, and catalogue cuts of conduits, conductors, pull boxes, and other equipment for approval prior to ordering material and equipment.
 - 4. Proposed LED Luminaires conforming to section 86-1.02K(2) of Standard Specifications and these Special Provisions.
 - 5. At the completion of construction, the Contractor shall submit a record drawing (i.e., markedup copy of the contract drawing) showing the intersection:
 - a. Poles
 - b. Cabinets
 - c. Pull boxes

- d. Conduit routing
- e. Loops
- f. Pole schedule
- g. Conduit schedule
- h. Phasing as shown on the plans

1.4 QUALITY ASSURANCE

- A. All work shall be done under the supervision of, and to the satisfaction of the City Engineer.
- B. Electrical work must be performed by a contractor having a valid California C-10,'Electrical Contractor' license.
- C. Installation shall be in conformance with the NEC.
- D. All materials to be supplied shall be approved by the City.
- E. All material for signals and safety lighting shall require the Underwriters' Laboratorieslabel, except material for which U. L. does not provide label service listing.
- F. All material shall be new, packed in original containers, installed or turned over to the City freeof rust, corrosion, or any other defects.
- G. To the extent possible, all equipment or materials for any one system shall be furnished by the same manufacturer. Such items as conduit, conduit fittings and appurtenances supplied for any one system shall be the same throughout the project.
- H. Compaction, Compression, and Tests:
 - 1. The percentage of compaction or the compressive strength specified shall be the minimum allowable.
 - 2. Compressive strength of concrete shall be determined utilizing test cylinders taken during the pour at such times and frequencies as designated by the City Engineer. At minimum, the compressive strength shall be tested once per 100 cubic yard of concrete cast, or every day of casting, whichever is more frequent. Sampling shall be in accordance with the requirements of ASTM C172 and the specimens shall be made and cured in accordance with the requirements of ASTM C31. Compression testing shall conform to the requirements of ASTM C39.
- I. Certification of Materials:
 - 1. Portland Cement Concrete: When requested, provide City Engineer with two (2) copies of mill test reports of aggregate, cement, and reinforcement supplied, showing compliance with the respective Specifications.
 - 2. Provide City Engineer with copies of certified plant load-out slips showing volume of concrete delivered and time of mixing for each load.

1.5 JOB CONDITIONS

- A. Contractor shall conduct operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians and any adjacent property owners and tenants.
- B. Contractor shall protect open excavations and trenches with covers, railings and fences as required, together with signs, lights and other warning devices sufficient to protect and maintain safe pedestrian, bicycle, and vehicular traffic through the work area to the satisfaction of the City Engineer.
- C. Contractor shall conduct operations in such a manner that existing facilities and utilities whichare to remain in place will note be damaged. Excavation, trenching, and other work under or adjacent to existing pipelines,

conduit runs, or structures of any kind, shall be protected in such a manner as not to interfere with the safe operation and use of such facilities. Should any damage be incurred to existing facilities or structures during the operations, the Contractor shall immediately notify the proper owners or authorities and shall arrange for the immediate repair of the facilities at the Contractor's expense.

- D. The location of proposed signal and electrolier standards, pull boxes, conduits, cabinets, and other equipment shown on the plans is approximate only and the exact location of such shall be as established in the field by the City Engineer.
- E. Construction area shall be left in a clean, neat, and workmanlike condition. All construction waste, rubbish, and debris remaining upon completion of the work shall become the property of the Contractor unless otherwise specified herein or noted on the plans and shall be removed from the work-site by the Contractor and disposed of off-site in a lawful manner to the satisfaction of the City Engineer.
- F. Comply and conform to conditions and requirements indicated herein and specified under all other sections of these Technical Specifications.

1.6 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

- A. Contractor will execute the Work while traffic signals are in operation except for the periods of permitted shutdown. For shutdown periods, Contractor will prepare and submit a detailed plan that includes shutdown schedule, planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of City and staff, and contingency plans. Contractor will allow sufficient time for review and re-submittal of the shutdown plan until acceptable to City. Contractor will employ sufficient labor, superintendence, and equipment at all times during shutdown and other operational disruptions to complete Work within the specified periods at no additional cost to the City. When required to minimize treatment process interruptions while complying with specified sequencing constraints, Contractor will provide power, lighting, controls, instrumentation, and safety devices.
- B. Traffic signal and street lighting system shutdowns, when permitted, shall be limited to periods between the hours of 9:00 AM and 3:00 PM.
- C. Existing street lighting and signal communication systems shall be maintained during construction operations. Maintain existing safety lighting on streets to the minimum required by the Special Conditions, or as required by the City Engineer. Maintenance of existing street light and traffic signal systems shall be considered as included in the contract lump sum prices for the work item involved and no additional compensation will be allowed therefore.
- D. The contractor shall place "Stop Ahead" and "Stop" signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. Temporary "Stop Ahead"and "Stop" signs shall be either covered or removed when the system is turned on.
- E. "Stop Ahead" and "Stop" signs shall be furnished by the contractor and shall conform to the provisions in the California MUTCD and Section 12-3.11, "Construction Area Signs", of the Standard Specifications, except that the base material for the signs shall not be plywood.
- F. One "Stop Ahead" sign and two "Stop" signs shall be placed for each direction of traffic. Location of the signs shall be as directed by the City Engineer.
- G. Full compensation for furnishing, installing, maintaining and removing temporary "Stop Ahead"and "Stop" signs and for covering signs not in use shall be considered as included in the contract lump sum price paid for the work item involved and no additional compensation will be allowed therefore.

PART 2 - PRODUCTS

2.1 CONTRACTOR FURNISHED ITEMS

A. Contractor shall furnish all poles and equipment necessary to install the traffic signal improvements and to provide a fully functional traffic signal system as per the Project plan and these Technical Specifications.

2.2 EQUIPMENT LIST AND DRAWINGS

- A. Submission of Proposed List of Equipment and Material Drawings:
 - 1. Unless otherwise permitted in writing by the Engineer, the Contractor, within 10 daysfollowing approval of the contract or at the time of the pre-construction meeting (whichever comes first), shall submit to the Engineer for approval, a list of equipment and materials to be installed.
 - 2. The list shall be complete as to name of manufacturer, size and identifying number of each item.
- B. At the completion of construction, the Contractor shall submit a record drawing (i.e., markedup copy of the contract drawing) showing the intersection:
 - 1. Poles
 - 2. Cabinets
 - 3. Pull boxes
 - 4. Conduit routing
 - 5. Loops
 - 6. Pole schedule
 - 7. Conduit schedule
 - 8. Phasing as shown on the plans

2.3 TRAFFIC SIGNAL POLES AND MAST ARMS

- A. New traffic signal poles shall conform to the 2023 Caltrans Standard Plans and Sections 86 and 87 of the Caltrans Standard Specifications.
- B. All poles shall be Valmont Galvanized Steel or approved equal.
- C. All anchor bolts shall be sized to Caltrans Standard Plans and Specifications.
- D. All anchor bolts shall be galvanized steel, complete with two hex nuts, two flat washers andone lock washer per bolt.
- E. The bonding wire is to be secured to a grounding lug, which is bolted to the inside of the poledirectly opposite the hand hole.
- F. All poles are to be grounded using a #6 AWG soft drawn bare copper wire.
- G. Bonding wire must not be able to come in contact with the pole.
- H. Ground wire shall be attached to ground rod at service pull-box by means of a groundrod clamp.
- I. All shafts shall be provided with slip fitter caps.

2.4 PULL BOXES

- A. New pull boxes shall conform to Section 86-1.02C of the Standard Specifications, Caltrans standard plans ES-8A and ES-8B, and these Technical Specifications.
- B. Pull box types and sizes shall be as per Project plans.
- C. All pull boxes not in vehicular traffic areas shall be Composolite Quazite pull boxes or approved equal.
- D. Concrete boxes with traffic-rated lids shall be used in vehicular traffic areas.

2.5 CONDUIT

- A. All buried conduit will be PVC (polyvinyl chloride) schedule 40 with a diameter as shown on the Project Plans.
- B. Conduit mounted on structures or within concrete foundations shall be rigid metal or IMC type.
- C. All conduit will be installed in accordance with City of Cupertino standards or by directionalboring.
- D. There shall be no more than 3-90 degree sweeps in any run between pull boxes.
- E. The minimum radius of bends for 2" conduit shall be 24".
- F. The minimum radius of bends for 3" conduit shall be 36".
- G. Conduit shall not be mounted on the surface of poles or cabinets except in the case of risers.

2.6 CONDUCTORS

- A. Conductors shall conform to the provisions in Section 86-1.02F "Conductors and Cables" of the Standard Specifications and these Technical Specifications.
- B. All field wiring must conform to the City of Cupertino traffic signal color code.
- C. All conductors shall be labeled in the controller cabinet.
- D. All conductors from vehicle and pedestrian head terminal blocks to the nearest pull box shallbe AWG #14 solid copper THHN/THWN cross-linked polyethylene.

2.7 TRAFFIC SIGNAL VEHICULAR HEADS

- A. Traffic signal heads shall be Econolite or McCain aluminum and shall be included in Caltrans'Authorized Material List.
- B. Traffic signal heads with 100% interchangeable parts may be considered.
- C. At the City's discretion, the Contractor may be required to supply a sample of the proposed vehicle signal head, complete with framework and visor, for examination and approval by the City. The Contractor shall be called to pick up the sample within 5 working days when the inspection is complete.
- D. Housings shall be factory drilled and tapped to accommodate backplates.
- E. Visors shall be tunnel type.
- F. Visors shall be 7 inches long for 8-inch signal faces and 9-1/2 inches long for 12-inch signalfaces.
- G. All backplates shall be factory painted flat black in color and conform to Caltrans Standard PlanES-4C.
- H. All vehicle signal sections shall be 12-inch.
- I. All bicycle signal sections shall be 8-inch.
- J. All framework assemblies shall have vertical ferrous terminal compartments.
- K. All signal head sections (red, yellow, and green) shall be Light Emitting Diode (LED) type, General Electric or approved equivalent and included on Caltrans' Authorized Material List.

2.8 PEDESTRIAN SIGNALS

- A. The pedestrian signals shall be 16" countdown-type (General Electric or approved equivalent), using Light Emitting Diode (LED) for walk, don't walk and countdown indications. Signal shall use international symbol indications, with full hand and full man, and include Z-crate visor. Housing of pedestrian head shall be painted black.
- B. Pedestrian heads with 100% interchangeable parts may be considered.
- C. At the City's discretion, the Contractor may be required to supply a sample of the proposed pedestrian

signal head, complete with framework, for examination and approval by the City. The Contractor shall be called to pick up the sample within 5 working days when the inspectionis complete.

D. Wiring shall be #14 AWG THHN/THWN and conform to the City of Cupertino color code.

2.9 PEDESTRIAN PUSH BUTTONS

- A. General
 - All pedestrian push button assemblies shall be Accessible Pedestrian System Type per State Standard Plan ES-5C and 2022 Caltrans Standard Specifications Section 86-1.02T "Accessible Pedestrian Signals". Pedestrian push button signs shall be the touchless button sign (9" x 15") with appropriate push button frame adapter. Pedestrian push buttons shall be 2" ADA pushbuttons and be mounted 36" above the adjacent pavement.
 - 2. Pedestrian push buttons shall have the touchless option, LED indication and audible speaker on pushbutton body to indicate activation of pushbutton. Pushbutton shall be the latest Campbell Company Guardian Wave Accessible Pedestrian Signal (APS), or City-approved equivalent.
 - 3. The push button shall be a vibratory and tactile unit with a raised directional arrow and shall be as follows:
- B. Specifications for Accessible Pedestrian Signal (APS)
 - 1. The Audible-Tactile 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.
 - The APS shall consist of an independent Push Button Stations (PBS), as described below, and be capable of communicating with and programming with devices that support iOS client application, Android client application, Windows PC with Bluetooth and Windows client application, for programming the system settings.
- C. Design Compliance
 - 1. The APS shall meet:
 - The functionality requirements of MUTCD 2009 4E and CAMUTCD 2011 4E, latest revision.
 - NEMA TS 2 Section 2.1 Temperature & Humidity requirements, or TS4 equivalent.
 - NEMA TS 2 Section 2.1 Transient Voltage Protection requirements, or TS4 equivalent.
 - NEMA TS 2 Section 2.1 Mechanical Shock and Vibration requirements, or TS4 equivalent.
 - IEC 61000-4-4, IEC 61000-4-5 Transient Suppression requirements.
 - FCC Title 47, Part 15, Class A Electronic Noise requirements.
 - 2. The Push Button Station (PBS) Enclosure shall meet NEMA 250 Type 4X requirements.
- D. Functional Requirements
 - 1. The APS shall provide:
 - A "Wait" message that plays once the button is activated, and 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.
 - At least 7 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. Due to flasher relay timing variables, audible and PED Head numbers may vary by approximately one second.

- 2 language capabilities, selectable by user (as a field selectable feature).
- Emergency Preemption Message in conjunction with a preemption system (selectable feature).
- Synchronization capabilities of all sounds for all PBS's.
- 2. The APS shall utilize high quality digital audio technology, with a minimum 16-bit sample at a 48 kHz sample rate.
- 3. The PBS firmware and voice messages shall be updatable via Bluetooth. There shall be no requirement for IC chips or module hardware to be removed or exchanged to complete a firmware or audio update.
- 4. The entire System shall be configurable any PBS over Bluetooth. All field access to selectable options using Bluetooth, Wi-Fi or Ethernet devices shall be protected using password security.
- 5. All PBS shall have "Touchless" actuation capabilities and shall be capable of detecting movement within 1-4 inches to actuate/place ped call via the PBS. The touchless actuation option shall be capable of adjusting the distance or range of detection from 1-20 inches and shall be capable of adjusting minimum wave detection time (amount of time that a wave must be performed before a call is activated). The setting times shall be in milliseconds and be settable to 0ms, 50ms, 250ms, and 500ms. The touchless actuation option performance shall not be impeded or affected by ice buildup on the push button station. Touchless actuation shall be inconspicuous and vandal resistant.
- E. Pedestrian Push Button Station Design Features
 - 1. The PBS allows the pedestrian to place calls either via touchless feature or by pressing the button to the Traffic Controller and provides vibro-tactile feedback during the Walk cycle.
 - 2. The PBS shall be mounted to a pole per Caltrans Standard Plan ES-7A.
 - 3. The PBS shall be a single fixture that contains a 2" 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.
 - 4. The PBS Speaker shall be 8 Ohms, 6 Watt, and weather-proof.
 - 5. The PBS button shall pulse and vibrate at approximately 20 Hz with displacement factor based on pounds of force used to actuate.
 - 6. The PBS shall have a rear facing speaker projecting sound from front and back, providing 360° omnidirectional sound performance.
 - 7. 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.
 - 8. 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.
 - 9. The system shall operate with the vendor's client application to record and upload cumulative PED count & call data.
 - 10. The PBS shall meet or exceed NEMA 250 type 4X enclosure requirements.
 - 11. The PBS Construction shall be:

FRAME and BUTTON COVER: Cast Aluminum, Powder Coated.

HOUSING: Reinforced, UL-listed Thermoplastic.

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MESSAGE SIGN: Aluminum, Powder Coated, Ink Markings, or Reflective Vinyl Sheeting

PUSH BUTTON: Aluminum, Nickel Plated, Powder Coated.

- 12. Electronic circuits (printed circuit board assemblies) shall be in a thermoplastic housing/enclosure having a UL94-V0 flammability rating. The housing/enclosure shall provide NEMA 250 4X protection to all covered components.
- 13. The PBS shall be a modular design with a separate speaker compartment that can be field replaced.
- 14. Audible messages shall conform to the latest CA-MUTCD Section 4E.
- 15. Speech walk messages that are used at intersection having pedestrian phasing that is concurrent with vehicular phasing shall be patterned after the model: "Broadway. Walk Sign is on to cross Broadway at 1st."
- 16. Speech walk messages shall not contain any additional information, except they shall include designations such as "Street", "Way", "Drive" or "Avenue", etc., where this information is necessary to avoid ambiguity at a particular location.

2.10 VEHICLE DETECTION - 360-DEGREE VIDEO DETECTION SYSTEM

A. The contractor shall furnish and install a 360-degree video detection system, by Grid Smart or City approved equal, at the intersection of Stevens Creek Boulevard and De Anza Boulevard, .

2.11 LED BLANK OUT SIGNS

A. The Contractor shall furnish and install no-right-turn R3-1 blank out sign by McCain, or approved equal, on the traffic signal poles as indicated on the plans.

2.12 TRAFFIC SIGNAL SAFETY LIGHTING

- A. Traffic signal safety lighting shall conform to the provisions in section 86-1.02K, "Luminaires," of the Standard Specifications and these Technical Specifications.
- B. Contractor is to provide submittals of proposed LED Luminaires conforming to section 86- 1.02K(2) of Standard Specifications and these Special Provisions.
- C. Luminaires shall be LED, Type III, medium cut-off types. The luminaire wattage shall be equivalent to a 120-watt high pressure sodium luminaire, unless otherwise indicated on plans.Luminaires shall have a color temperature of 4000K.
- D. The photoelectric cell is to have a 1000-watt rating and voltage range of 105-volts to 285-volts.
- E. The photo electric cell socket shall be an integral part of the top of the luminaire standardclosest to the electrical service cabinet.
- F. The photo electric cell shall be DTL Model D124-1.5-S or approved equal with 1.5 FTC turn-onlevel.
- G. The source wire for luminaires shall be black #8 AWG THHN or approved equal for the hot wire (for 120 volts), and red and black #8 AWG THHN or approved equal (for 240 Volts). Theneutral wire shall be white #8 AWG THHN.
- H. Each individual safety light shall be fused in the base of the pole with BAN-15 AMP Buss fuseutilizing a TRON HEB-AA fuse holder or approved equal.

PART 3 - EXECUTION

3.1 REMOVAL OF EQUIPMENT

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- A. All removed equipment, including traffic signal poles, shall become the property of theContractor. The cost of proper disposal of all removed equipment, including traffic signal poles shall be included in the lump sum of the work item involved and no addition compensation will be allowed therefore.
- B. Removals shall be performed in a careful and workmanlike manner.

3.2 DAMAGE EXISTING FACILITIES

- A. Sidewalks, curb and gutter, planting medians and other pavement which are damaged by the signal installation work shall be removed by saw cutting at the first scoring line or as determined by the Engineer and replaced in kind.
- B. The replacement of all damaged facilities shall be done at the Contractor's expense.

3.3 UNDERGROUND UTILITIES

- A. Existing underground utilities shown on the plans are approximate only. The Contractor shallverify exact location of all underground utilities prior to any excavation, drilling or undergroundboring work.
- B. The City does not warrant the accuracy or completeness of items or their locations. The Contractor shall verify the exact location and depth of existing conduits, pull boxes and other electrical facilities prior to the use of any tools or equipment that may damage such facilities or interface with any electrical system.
- C. It shall be the responsibility of the Contractor to contact serving utilities and obtain their approval and consent as their interest may appear.
- D. Contractor is responsible for additional expenses due to conflicts with underground obstructions.
- E. Underground Service Alert (U. S. A.) Notification
- F. The Contractor shall notify U. S. A. at least 48 hours prior to any excavation. 811.

3.4 ELECTRICAL SERVICE

- A. Maintaining Existing and Temporary Electrical System
 - 1. Existing traffic signal facilities are to be kept in operation during construction, untilContractor is ready to make the modified traffic signal system operational.

3.5 TRAFFIC SIGNAL POLE FOUNDATIONS

A. New traffic signal pole foundations shall conform to the 2023 Caltrans Standard Plans and Standard Specifications.

3.6 TRAFFIC SIGNAL POLES AND MAST ARMS

- A. New traffic signal poles shall conform to the 2023 Caltrans Standard Plans and Sections 86 and 87 of the Caltrans Standard Specifications.
- B. All required drilling of poles shall be done in the field after the pole is mounted.
- C. All poles shall be leveled and cleaned of all cement.
- D. Contractor shall make tentative layouts of all standards as shown on the plans, then arrange for confirmation of locations by the Engineer, prior to excavating.
- E. A 2-foot minimum clearance shall be provided from face of curb to the face of standard, exceptwhere noted on the plans.
- F. When installed, pole base shall be 2 inches above finish grade level. The 2-inch gap betweenthe base and finish grade shall be filled with non-shrink grout.
- G. Anchor bolts shall be bonded to rigid steel conduit.

- H. Conduit between standard and adjacent pull box shall be a 2" size minimum.
- I. Conduit shall protrude 2" max above finished surface foundation.
- J. The bonding wire is to be secured to a grounding lug, which is bolted to the inside of the poledirectly opposite the hand hole.
 - 1. All poles are to be grounded using a #6 AWG soft drawn bare copper wire.
 - 2. Bonding wire must not be able to come in contact with the pole.
 - 3. Ground wire shall be attached to ground rod at service pull box by means of a groundrod clamp.

3.7 PAINT TRAFFIC SIGNAL HARDWARE

- A. Painting traffic signal equipment shall conform to the provisions of Section 78-4.08 "PaintingElectrical Material" of the Standard Specifications, and these Technical Specifications.
- B. Fronts of traffic signal backplates and inside of visors of traffic signal heads shall be paintedlusterless black.

3.8 TRAFFIC SIGNAL SAFETY LIGHTING

- A. All luminaires will be controlled by a central test switch located within the electrical service cabinet and a master photo cell located on top of one of the traffic signal poles.
- B. All luminaires shall be wired to a single dedicated circuit breaker within the Type III service cabinet.

3.9 TRAFFIC SIGNAL VEHICULAR HEADS

- A. Vehicle signals shall be mounted in accordance with the 2023 version of the Caltrans Standard Specifications and Standard Plans.
- B. After installation, signal lenses must be covered until signal turn-on.
- C. Bicycle signal heads shall be installed as shown on the plans and as directed by the City engineer.

3.10 PEDESTRIAN SIGNALS AND PUSH BUTTONS

- A. Pedestrian signals and push buttons shall be mounted in accordance with Caltrans and Americans with Disabilities Act standards.
- B. All wiring of the pedestrians signal heads and push buttons shall be completed per manufacturer's instructions.

3.11 PULL BOXES

- A. Top of pull boxes shall be set flush with surrounding finish grade land in curbed areas shall beset flush with top of curb.
- B. Once pull box installation is complete, the bottom of all pull boxes shall be completed with concrete. A oneinch diameter PVC pipe shall be provided through the concrete for drainage.
- C. Where the sump of an existing pull box is disturbed by the Contractor's operations, the sump shall be reconstructed.
- D. All steel or cast-iron box covers shall be grounded per Caltrans standard plan ES-8B.
- E. All pull box covers containing traffic signal conductors shall be marked "TRAFFIC SIGNAL".
- F. Markings on concrete covers shall be clearly defined and uniform in depth.
- G. Markings shall be between 1" and 3" high.

- H. Markings on steel and cast-iron pull box covers shall be applied prior to galvanizing.
- I. Unless otherwise stated on the Project Plans, pull boxes shall not contain more than one extension.

3.12 CONDUIT

- A. The Contractor shall contact USA 811, City of Cupertino (fiber optic cables), and other affectedutilities 48 hours prior to commencing work to verify and "mark" existing underground utilities. No work is to commence until the services have been marked in the field. Potholing of all willbe required prior to directional drilling or rockwheeling.
- B. The trench will be a minimum of 4" wide and the Contractor should maintain a cover of 18" wherever possible. The trench shall be backfilled with concrete slurry mix and 2" asphalt concrete. For details, refer to attached drawings. No trenching shall be left open at the end of
- C. any working day. All trench edges shall be cut to a neat smooth line with a "Rock Wheel" device approved by the Engineer. Any trench edges that are uneven or broken during construction shall be removed and saw cut neatly prior to backfilling.
- D. Trench backfill material shall consist of a 2-sack mix, 2,000 psi, 5" slump slurry, containing 3/8" maximum pea gravel. Trenches adjacent to the lip of gutter are to receive sufficient lampblackto match the color of the existing asphalt street. The asphaltic concrete capping material shallconform to Section 39 of the Caltrans Standard Specifications. In addition, a fog seal shall beapplied upon completion of the asphaltic paving.
- E. Contractor may elect to install conduit by directional drilling with Engineer's approval. Conduitshall be installed minimum 18 inches below finished grade. Any damage to existing utilities shall be repaired promptly at the Contractor's expense.
- F. Directional drilling or excavations in the street shall be performed in such a manner as to prevent unnecessary damage to streets, sidewalks, landscaping and other existing improvements or underground utilities. Restoration of landscaping and replacement of existing improvements shall be at the Contractor's expense.
- G. Testing as required for AC and concrete slurry shall be performed to ensure compliance with these Technical Specifications. Inspection and testing shall be performed and conducted at nocost to the City.
- H. All conduit will be installed in accordance with City of Cupertino standards or by directionalboring.
- I. There shall be no more than 3-90 degree sweeps in any run between pull boxes.
- J. The minimum radius of bends for 2" conduit shall be 24".
- K. The minimum radius of bends for 3" conduit shall be 36".
- L. Conduit shall not be mounted on the surface of poles or cabinets except in the case of risers.
- M. After conductors have been installed, the ends of conduits terminating in controller cabinetsand pull boxes shall be sealed with an approved type of sealing compound.
- N. All empty conduits shall be installed with 3/16" diameter nylon pull rope for future use.

3.13 CONDUCTORS

- A. Conductors shall be pulled through rigid non-metallic conduit by hand only using nylon or polypropylene pull rope with a minimum tensile strength of 500 pounds. Nylon or polypropylene pull rope shall be installed in all conduits which are to receive future conductors.
- B. All splices of conductors shall use Type "C" shaped compression connectors and shall be insulated by means of Method "B" as set forth in Section 87-1.03H(2) "Splice Insulation Methods" of the Standard Specifications and these Technical Specifications.
- C. Splices shall be made in pull boxes, or terminal compartments only. All signal conductors may be spliced,

in pull boxes, where circuits branch except where duplicate parallel conductors are shown in the conductor schedule.

- D. Provide at least three (3) feet of slack within each pull box.
- E. Cables shall be permanently identified as to circuit or phase. Identification shall be placed on each cable in each pull box and near the end of terminated cable.
- F. When three or more conductors are to be enclosed within a single splice using heat shrink material, mastic shall be placed around each conductor prior to being placed inside the heat shrink material. The mastic shall be the type recommended by the manufacturer of the heat shrink material.
- G. The detector loop lead-in cable shall not contain splices except where it meets the loop cableat the stub out.
- H. Unless otherwise specified, splices in traffic signal conductors will be permitted only in pull boxes.

3.14 VIDEO DETECTION – 360-DEGREE VIDEO DETECTION SYSTEM

A. The new video detection system shall be installed at the location and in the matter recommendby the video detection system manufacturer. The Contractor shall coordinate with the manufacturer for the location of the video detection camera prior to installation. Contractor shall coordinate with the manufacturer and City engineer for programming of the video detection zones.

3.15 BLANK-OUT SIGNS

A. The Contractor shall furnish and install no-right-turn R3-1 blank out sign on the traffic signal poles as indicated on the plans. Blank-out signs shall be mounted such that the distance from the bottom of the sign to the pavement is a minimum of 7 feet and the edge of the sign to the face of curb is a minimum of 30 inches.

3.16 CABINET AND CONTROLLER ASSEMBLY

- A. Existing traffic signal controller cabinet and controller assemblies shall remain in place.
- B. The Contractor shall make all field wiring connections to the terminal blocks in the cabinet. TheContractor shall provide all auxiliary equipment and wiring, if needed, above and beyond the cabinet and controller assembly provided by the City, for full and complete operation of the new signal. All wires shall be labeled in the controller cabinet.

3.17 TEST PROCEDURES (PRIOR TO PLACING INTERSECTION IN NORMAL OPERATION)

- A. FIELD TESTING (to be done after field installation)
 - 1. The Contractor shall not turn on the equipment without prior arrangement made for the participation of the City Engineer.
 - 2. During the field-testing period, prior to turn on of the intersection, and/or when the equipment is turned on for testing, inspection, or final inspection, the contractor shall arrange to have the following present:
 - a. Signal technician(s) qualified to work on the controller, cabinet equipment and wiring.
 - b. The City of Cupertino may require a sheriff's officer to be present during the turn on sequence.
 - c. The contractor will limit access to the traffic signal cabinet to certified traffic signal electronic technicians or equivalent or certified electricians under the direct supervision of a certified traffic signal electronic technician or equivalent at all times.
 - 3. The contractor shall perform the following tests:
 - a. TIMING

The traffic signal technician shall verify the timing matches the timing sheet located in the cabinet.

- b. LOOP DETECTION Contractor shall verify that all loop detectors are working as intended.
- c. FLASH FIELD INDICATIONS Flash each field indication, to insure proper hookup, in the presence of the City of Cupertino traffic signal technician.
- d. FAILSAFE Initiate a failsafe action utilizing all possible combinations of conflicting greens with thefield indications off at the police panel.
- e. TURN ON

Having passed all of the above tests, the intersection can be turned onto normal operation.

- f. After turn on, each phase shall be watched for a minimum of 2 cycles of normal operation.
- g. All pedestrian buttons shall be tested to show proper operations by pressing buttons and watching all indications, including the controller indications.
- h. AUXILIARY PANEL VEHICLE AND PED SWITCH TEST
 - Put all detector power supplies to off.

Initiate a call to all vehicle and pedestrian phases, one at a time, using the switches on the auxiliary panel. Each call should indicate correctly on the controller and the signal indications should follow the controller.

Return all detectors and power supplies to normal operation.

3.18 TRENCHING, BACKFILL AND SHORING

- A. Excavation and backfilling for trenches, foundations and other appurtenance shall conform to theprovisions in Section 86-1.03E, "Excavating and Backfilling for Electrical Systems" of the Standard Specifications.
- B. Depth of trenches for conduit or conductors in areas to be covered by street paving shall be such as to provide thirty (30) inches of cover for conduits or conductors. Trench depth under sidewalks shall be such as to provide eighteen (18) inches of cover over the conduit or conductor to the paving subgrade, or as indicated on the plans.

3.19 CONDUIT JACKING

- A. Placement of conduit beneath existing pavement and sidewalk may be by jacking methods when approved by the City Engineer.
- B. Where conduit is to be installed by jacking or drilling longitudinally along the curb line, installation shall conform to the provisions in Section 87-1.03B, "Conduit Installation" of the Standard Specifications and Special Conditions.
- C. Jacking pits shall be kept two (2) feet clear of the edge of any type of pavement.
- D. Excessive use of water, such that pavement might be undermined or subgrade softened, will not be permitted.

3.20 BONDING AND GROUNDING

- A. Bonding and grounding shall conform to the provisions in Section 86-1.02F(2)(c)(ii) "Bonding Jumpers and Equipment Grounding Conductors," section 86-1.02O "Grounding Electrodes" and section 87 "Electrical Systems" of the Standard Specifications, the Special Conditions, the latest issue of the National Electric Code, Section 250-91(c), and to Sections 2395.91(b) and (c)I of the State of California Low Voltage Electrical Safety Orders, Title 8.
- B. Grounding jumper shall be attached by means provided by pole manufacturer, if possible. If not, contractor

shall provide a 3/16 inch or larger brass bolt in the standard or pedestaland shall be run through conduit to the ground rod or bonding wire in adjacent pull box.

C. Grounding jumper shall be visible after cap has been poured on foundation.

3.21 REMOVING ELECTRICAL EQUIPMENT

- A. All removed electrical materials shall become the property of theContractor. The cost of proper disposal of all removed electrical materials shall be included in the lump sum of the work item involved and no addition compensation will be allowed therefore.
- B. Full compensation for hauling and stockpiling electrical materials shall be considered as included in the contract price paid for the item requiring the material to be salvaged and no additional compensation will be allowed therefore.

3.22 EXCAVATION AND BACKFILLING

A. Excavation and backfilling for trenches, foundations and other appurtenance shall conform to the provisions in Section 86-1.03E, "Excavating and Backfilling for Electrical Systems" of the Standard Specifications.

3.23 RESTORATION OF EXISTING IMPROVEMENTS

- A. Existing pavement or other improvements removed or damaged due to the installation of workitems shall be replaced in kind to the satisfaction of the City Engineer, at the Contractor's expense.
- B. Existing landscaping, irrigations, or plantings removed, damaged or disturbed due to the work items shall be replaced in kind to the satisfaction of the City Engineer, at the Contractor's expense.
- C. All construction areas shall be left in a clean, neat and workmanlike condition. All construction waste, rubbish and debris remaining upon completion of the work shall become the property of the contractor unless otherwise specified herein or noted on the plans and shall be removed from the worksite by contractor and disposed of off-site in a lawful manner to the satisfaction of the City Engineer.

3.24 ACCEPTANCE TEST AND TURN ON

- A. The work item will not be considered acceptable until it has been energized and visually inspected by the City Engineer. Prior to acceptance testing, all equipment as shown on the Plans shall be installed and operable, including but not limited to, pedestrian signals, pedestrian push buttons, vehicle detectors, lighting, signs, and pavement delineation.
- B. All louvers, visors, and signal faces shall be directed to provide maximum visibility.
- C. Contractor shall pay all energy costs until the street light system has successfully passed theacceptance test and initial turn on.
- D. Switchover of signal systems shall be made between 9 a.m. and 2 p.m., unless specified otherwise.
- E. Contractor shall notify the City Engineer seven (7) days prior to intended date of signal switchover. City will arrange for presence of the Police Department at the time of signal switchover.
- F. Signal switchover procedures must be approved by the City Engineer. Contractor shall be responsible for all required traffic control measures required for the switchover, to the satisfaction of the City Engineer.

PART 4 - MEASUREMENT AND PAYMENT

The contract Lump Sum prices paid for TRAFFIC SIGNAL AND LIGHTING SYSTEM (Stevens Creek Boulevard/Wolfe Road) and TRAFFIC SIGNAL AND LIGHTING SYSTEM (Stevens Creek Boulevard/De Anza Boulevard) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing the components of the traffic signal and lighting system at the intersections of Stevens Creek Boulevard/Wolfe Road and Stevens Creek Boulevard/De Anza

Boulevard, including potholing proposed pole foundation at all project intersections and referring to previously prepared pothole report by Exaro, furnishing and installing traffic signal poles on new foundations, proper disposal of all existing equipment and poles, furnishing and installing pull boxes, conduits and conductors, furnishing and installing vehicular and bicycle traffic signal heads, furnishing and installing pedestrian signal heads and push buttons, evaluating utility conflicts, furnishing and installing new safety lighting luminaires, furnishing and installing a video detection system, restoring concrete sidewalk or landscaping, and all other work related to street lighting and traffic signal improvements as shown on the traffic signal plans, complete in places, as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City Engineer.

END OF SECTION 34 41 13



Questions and Answer

Issued: November 13, 2024

2022-15 Stevens Creek Blvd Class IV Bike Lane Phase 2A Project Bid Opening: December 5, 2024, at 2pm

The following questions and answers are for further clarification of the bid documents:

1. **Question:** If possible, do you happen to have a supplier for the Precast Concrete Blocks?

Answer: The City does not have a list of suppliers for the Precast Concrete Blocks.

2. **Question:** I see that we are submitting our bid electronically on bid day. Is there a way to have a bid opening via phone or video call so the contractors can hear the results after electronic submittal?

Answer: The bid opening for this project is set to be <u>in-person only</u> at City Hall. Bid opening will occur shortly after 2pm on December 5, 2024.

APPROVED BY:

Wong Jason Wong Senior Civil Engineer



ADDENDUM NO. 1

Issued: November 20, 2024

To All Holders of the Contract Documents for: 2022-15 Stevens Creek Blvd Class IV Bike Lane Phase 2A Project

The following revisions and/or clarifications are hereby made to the said Contract Documents:

<u>Plans</u>

- 1. Sheet G-2: General Note #24 revised to require 1-foot-wide plug and conform pavement instead of original 1.5 feet. Revisions shown in red cloud marked revision 1. Replace sheet with Sheet G-2 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW.
- Sheet D-1: Keynote #1 revised to require 10 feet wide bus pad instead of original 12 feet wide. Survey stationing for layout of the bus pad has been adjusted to reflect 10 feet wide bus pad. Revisions shown in red cloud marked revision 1. Replace sheet with Sheet D-1 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW.
- Sheet D-2: Demo plan revised to reflect 10 feet wide bus pad. Clarification note added to indicate removal of full depth of asphalt concrete. Revisions shown in red cloud marked revision 1. Replace sheet with Sheet D-2 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW.
- 4. Sheet D-4: Keynotes #C1, C2, and C3 removed from the plan sheet. Detail A N. De Anza Blvd Signing/Striping Detail removed from the plan sheet and is no longer part of the scope of work. Revisions shown in red marked revision 1. Replace sheet with Sheet D-4 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW.
- 5. Sheet D-6: Cross Section Details A, B, and C revised to require 1-foot-wide plug and conform pavement, 10 feet wide bus pad, and corrected discrepancy for 8.5 inch thick concrete bus pad. Detail F "Modified Type I Pedestrian Barricade" revised to 6 feet wide to correct discrepancy. Revisions shown in red cloud marked revision 1. Replace sheet with Sheet D-6 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW.

Specifications

 Page 16 and 17: Bid Schedule has been revised to reflect updated quantities for the revised changes to the plan set. All revisions are shown in red. Bid items 9, 10, 13, 19, 20, 23, 24, 25, 26, 27, 28, and 29 have revised quantities. Bid items 18 and 22 have been deleted. Bid item 33 have been added to account for the Pedestrian Barricade shown on the plans. Replace pages with Page 16 [ADDENDUM 1] and Page 17 [ADDENDUM 1].

- 7. Page 169: Table of Contents for the Technical Specifications updated to include Pedestrian Barricade shown in red. Replace page with Page 169 [ADDENDUM 1].
- 8. Page 174: Subsection C has been revised to require a minimum of two paved traffic lanes, not less than 9.75 feet wide. Replace page with Page 174 [ADDENDUM 1].
- 9. Page 193 and 194: Technical Specifications added to account for the Pedestrian Barricade shown in red. Replace pages with Page 193 [ADDENDUM 1] and Page 194 [ADDENDUM 1].

Clarification

- 10. Under Special Condition 16 VTA Coordination, Contractor will need to apply for a construction access permit with VTA and paid any related permit fees. Informational sheets are enclosed for guidance.
- 11. Sidewalk removal and replacement are shown on sheet C-1 and C-3, all four corners as indicated at Stevens Creek Blvd and De Anza Blvd and southwest and southeast corners at Stevens Creek Blvd and N. Wolfe Road.

Please indicate receipt of this addendum on your Bid Proposal. Failure to do so may render bidders bid non-responsive.

ADDENDUM 1 ISSUED BY:

Jason Wong, P.E.

enior Civil Engineer

ADDENDUM 1 APPROVED BY:

Chad Moslev. P.E. **Director of Public Works**

Enclosed:

Plans

- Sheet G-2 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW
- Sheet D-1 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW
- Sheet D-2 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW
- Sheet D-4 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW
- Sheet D-6 revised with ADDENDUM #1 Dated 11/18/2024 approved by JW

Specifications

- Page 16 [ADDENDUM 1]
- Page 17 [ADDENDUM 1]
- Page 169 [ADDENDUM 1]

- Page 174 [ADDENDUM 1]
- Page 193 [ADDENDUM 1]
- Page 194 [ADDENDUM 1]

Informational

- VTA PCC Bus Pad CAP Process
- Construction of PCC Bus Pad

ABBREVIATIONS

AB	AGGREGATE BASE	LT	LEFT
APS	ACCESSIBLE PEDESTRIAN SIGNAL	MB	MAILBOX
BFP	BACKFLOW PREVENTER	МН	MANHOLE
BOL	BOLLARD	(N)	NEW
СВ	CATCH BASIN	O.C.	ON CENTER
CBX	COMMUNICATION BOX	PIV	POST INDICATOR VALVE
СМН	COMMUNICATION MANHOLE	PPB	PEDESTRIAN PUSH BUTTON
СО	CLEANOUT	PTT	PACIFIC TELEPHONE AND TELEGRAPH
CONC.	CONCRETE	RP	REFLECTOR POST
DS	DOWNSPOUT	RT	RIGHT
DWY	DRIVEWAY	SDMH	STORM DRAIN MANHOLE
(E)	EXISTING	SLBX	STREET LIGHT BOX
EBX	ELECTRIC BOX	SSBX	SANITARY SEWER BOX
FDC	FIRE DEPARTMENT CONNECTION	SSCO	SANITARY SEWER CLEANOUT
FH	FIRE HYDRANT	SSMH	SANITARY SEWER MANHOLE
FL	FLOWLINE	STA	STATION
FOC	FACE OF CURB	TBX	TRAFFIC BOX
FP	FLAG POLE	TC	TOP OF CURB
GA	GUY ANCHOR	TD	TRENCH DRAIN
GM	GAS METER	TG	TOP OF GRATE
GV 🕅	GAS VALVE	TRS	TRANSFORMER
НМА	HOT MIX ASPHALT	TSBX	TRAFFIC SIGNAL BOX
ICBX	IRRIGATION CONTROL BOX	TSP	TRAFFIC SIGNAL POLE
INV.	INVERT	TSP RR	TRAFFIC SIGNAL POLE RAILROAD
JP	JOINT UTILITY POLE	TYP	TYPICAL
LG	LIP OF GUTTER	UBX	UTILITY BOX
LP-¢	LIGHT POLE		

LEGEND

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	SD	

PROPERTY LINE
CENTERLINE
EASEMENT LINE
FENCE
COMMUNICATION LINE
ELECTRIC LINE
GAS LINE
SANITARY SEWER LINE
STORM DRAIN LINE
WATER LINE

● ^{12"}	TREE W/ SIZE
0	MANHOLE
	STORM DRAIN DROP INLET (CURB OPENING
\mathcal{V}	FIRE HYDRANT
പ	JOINT UTILITY POLE
¢	STREET LIGHT
-0	GUY ANCHOR
000000 0000000 00000000000000000000000	TRUNCATED DOMES
	PRECAST CONCRETE BLOCK
	PRECAST CONCRETE END BLOCK
۲	CITY MONUMENT
	NEW CONCRETE
·///,	NEW ASPHALT CONCRETE
*	GROUTED COBBLESTONE
	TRENCH DRAIN FRAME AND GRATE





Pakpour Consulting Group, Inc. 6601 Owens Drive, Suite 230 Pleasanton, CA 94588 925.224.7717 Fax 925.224.7726 www.pcgengr.com

DETAIL NUMBER -

SHEET NUMBER -

Date:	8/13/2024			
Scale:				
Designed:	WL			
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CITY OF CUPERTINO GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2023), AND STANDARD PLANS (2023), AND CITY OF CUPERTINO STANDARD DETAILS 26. GEOTECHNICAL INVESTIGATION REPORT: A GEOTECHNICAL INVESTIGATION REPORT WAS NOT PREPARED UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL PERFORM THE WORK DESCRIBED IN THE TECHNICAL SPECIFICATION, AND AS SHOWN ON THE DRAWINGS, AND TO THE SATISFACTION OF THE CITY ENGINEER.
- 2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE APPROVED PLANS OR THE LATEST REVISED PLANS ARE FURNISHED TO ITS SUBCONTRACTORS, AND TO ENSURE THE LATEST APPROVED PLANS ARE ONSITE AT ALL TIMES DURING CONSTRUCTION.
- 3. THE CONTRACTOR SHALL NOTIFY THE CITY OF CUPERTINO PUBLIC WORKS INSPECTOR TWO (2) WORKING DAYS PRIOR TO REQUIRING AN INSPECTION. CALL (408) 777-3215 TO SCHEDULE PUBLIC WORKS INSPECTIONS.
- 4. CONSTRUCTION AREA TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO BEGINNING OF WORK.
- 5. THE CONTRACTOR SHALL LOCATE UNDERGROUND FACILITIES IN THE AREA OF WORK. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811 OR (800) 227-2600 TWO (2) WORKING DAYS IN ADVANCE OF ANY WORK FOR LOCATION OF THE UNDERGROUND FACILITIES.
- 6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND BACKFILLED BEFORE PLACEMENT OF THE BASE MATERIAL AND SURFACE STRUCTURES. IF UTILITIES ARE TO BE INSTALLED SUBSEQUENTLY, A WRITTEN NOTIFICATION FROM THE AFFECTED UTILITY COMPANY INDICATING ITS COMMITMENT TO BORE OR TUNNEL SHALL BE SUBMITTED TO THE CITY ENGINEER BEFORE PROCEEDING WITH THE WORK. UNDERGROUND UTILITIES, EXCEPT STORM DRAINS AND SANITARY SEWERS, SHALL NOT BE PERMITTED IN PAVEMENT AREA. WITH THE EXCEPTION OF STREET CROSSINGS, UNLESS APPROVED BY THE CITY ENGINEER.
- 7. ALL TRENCH BACKFILL, FILL AREAS, AND BASE MATERIAL SHALL ATTAIN A MINIMUM 95% RELATIVE COMPACTION. FOR TYPICAL TRENCH SECTIONS, EXCEPT FOR SANITARY SEWERS, REFER TO THE CITY STANDARD DETAILS.
- 8. UNSUITABLE MATERIAL. AS DEFINED BY CALTRANS STANDARD SPECIFICATIONS SECTION 1-1.07 "DEFINITIONS". INCLUDING TREES, ROOTS, AND FOREIGN MATTER IN EXISTING OR PROPOSED RIGHT-OF-WAY SHALL BE REMOVED TO A DEPTH OF TWO (2) FEET BELOW SUBGRADE AND DISPOSED OF PER CALTRANS STANDARDS. IN THE CASE OF LIVE TREE ROOTS FROM CITY STREET TREES, CONTRACTOR SHALL CONTACT THE CITY FOR FIELD OBSERVATION PRIOR TO REMOVING TREE ROOTS.
- 9. TRENCH PLATES IN THE TRAVELED WAY SHALL BE TRAFFIC RATED WITH A NON-SKID SURFACE, PROPERLY SECURED, TACK WELDED, AND SHALL BE RECESSED UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS.
- 10. ALL TRENCHES LOCATED WITHIN 5' OF THE EDGE OF PAVEMENT (IE. CURB, LIP OF GUTTER, EDGE OF PAVEMENT, ETC.) SHALL BE REPAVED TO THE EDGE OF PAVEMENT.
- 11. ALL NEW PAVEMENT SHALL MATCH THE EXISTING PAVEMENT SECTION. A MINIMUM PAVEMENT SECTION OF 4" HMA/8" CLASS 2 AB IS REQUIRED.
- 12. EXISTING LANDSCAPE IMPROVEMENTS, CURB AND GUTTER, SIDEWALK AND PAVEMENT THAT IS REMOVED OR DAMAGED RESULTING FROM CONSTRUCTION OPERATIONS AND IS NOT SHOWN TO BE REMOVED ON THESE PLANS SHALL BE REPLACED OR REPAIRED AS REQUIRED BY THE PROJECT INSPECTOR AT THE CONTRACTOR'S EXPENSE TO CITY OF CUPERTINO STANDARDS.
- 13. MANHOLE FRAMES AND COVERS SHALL BE BROUGHT TO FINISH GRADE PRIOR TO FINAL ACCEPTANCE.
- 14. FIVE (5) WORKING DAYS PRIOR TO INSTALLING PERMANENT STRIPING. THE CONTRACTOR SHALL CAT TRACK THE STRIPING AND REQUEST REVIEW OF THE CAT TRACKS BY THE CITY TRAFFIC ENGINEER. THE CITY ENGINEER SHALL HAVE THE RIGHT TO MAKE CHANGES IN THE LOCATION OF THE ALIGNMENT OF TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PAVEMENT MARKERS.
- 15. CONCRETE FOR USE IN ALL CONCRETE CURBS, CURB AND GUTTERS, AND SIDEWALKS SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 73 AND SECTION 90. CONCRETE SHALL CONTAIN ONE POUND OF DISPERSING BLACK MIXED WITH EACH CUBIC YARD OF CONCRETE AT THE BATCH PLANT, CONTAIN 463 LBS. OF CEMENT PER CUBIC YARD AND SHALL ATTAIN A MINIMUM STRENGTH OF 3,000 PSI IN 28 DAYS.
- 16. CONCRETE FOR USE IN CONCRETE BUS PAD SHALL CONFORM TO SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) BUS STOP PAVEMENT DETAILS AND CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 40 AND SECTION 90. CEMENTITIOUS MATERIAL SHALL BE DETERMINED PER STANDARD SPECIFICATIONS SECTION 40-1.1D(5) MIX DESIGNS AND SHALL CONTAIN ONE POUND OF DISPERSING BLACK MIXED WITH EACH CUBIC YARD AT THE BATCH PLANT.
- 17. CONCRETE FOR PRECAST CONCRETE BLOCKS SHALL ATTAIN A MINIMUM STRENGTH OF 5,000 PSI IN 28 DAYS.
- 18. DURING CONSTRUCTION OPERATIONS, TEMPORARY STREET LIGHTING SHALL BE PROVIDED AS NECESSARY TO ENSURE THE PUBLIC SAFETY. TEMPORARY STREET LIGHTS SHALL BE INSTALLED AT THE DISCRETION OF, AND TO THE SATISFACTION OF, THE DIRECTOR OF PUBLIC WORKS.
- 19. CONSTRUCTION SURVEY STAKES OR MARKS (CONTROL STAKES) TO ESTABLISH LINES AND GRADES SHALL BE SET BY THE CONTRACTOR'S SURVEYOR OR ENGINEER.
- 20. NOTIFY THE CITY INSPECTOR TWO (2) WORKING DAYS IN ADVANCE OF REQUIRING SERVICES FOR CHECKING FIELD STAKING. THREE (3) COPIES OF THE CUT SHEETS SHALL BE FURNISHED TO THE CITY INSPECTOR.
- 21. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND ENSURING THE AREA ADJACENT TO THE WORK IS LEFT IN A CLEAN CONDITION.
- 22. CONTRACTOR SHALL REVIEW CITY DETAIL 6-4 ON TREE PROTECTION PRIOR TO ACCOMPLISHING ANY WORK OR REMOVING ANY TREES.
- 23. UTILIZE BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD, FOR ANY ACTIVITY, WHICH DISTURBS THE SOIL.
- 24. WHERE REMOVAL AND REPLACEMENT OF CURBS, CURB AND GUTTERS, CURB RAMPS, SIDEWALKS, OR DRAINAGE INLETS ARE PROPOSED, INSTALL 1:5' WIDE 12" THICK FULL DEPTH AC DEEP LIFT ADJACENT TO NEW IMPROVEMENT.
- 25. CONTRACTOR SHALL TRIM EXISTING TREES/BUSHES/SHRUBS AS NECESSARY SO THAT NO LANDSCAPING OVERHANGS BIKE LANES OR SIDEWALK.

- SHOWN ON THESES PLANS.
- FAULTY MATERIALS AND/OR WORKMANSHIP.

- FOR ADDITIONAL INFORMATION).
- REQUIREMENTS.
- BUSINESSES.
- ADVANCE IN WRITING FROM THE CITY.
- (ADA) FOR ALL AFFECTED PAVEMENT AND SIDEWALK FEATURES.
- REMOVAL.
- FENCING, MAIL BOXES, SIGNS, ETC.
- FOUNDATIONS RELATING TO THE JOB
- SAFETY DEVICES.
- EXPANSION, ETC.) PER CITY STANDARDS
- CONFIRMED BY THE CITY PRIOR TO INSTALLATION.

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IMPROVEMENT PLANS FOR

STEVENS CREEK BOULEVARD CLASS IV BIKEWAY PHASE 2A DE ANZA BOULEVARD TO WOLFE ROAD/MILLER AVENUE **GENERAL NOTES, ABBREVIATIONS & LEGEND** CUPERTINO CALIFORNIA

FOR THIS PROJECT. (FOR CITY RECORD DOCUMENT INFORMATION REFER TO TECHNICAL SPECIFICATIONS, SECTION 31 20 00 - EARTHWORK, "SUMMARY - REFERENCES.")

27. CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK

28. IT SHALL BE THE RESPONSIBILITY OF THE VARIOUS CONTRACTORS TO COORDINATE THEIR WORK SO AS TO ELIMINATE CONFLICTS AND WORK TOWARDS THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT

29. ALL WORKMANSHIP AND MATERIALS FURNISHED BY THE CONTRACTOR SHALL BE THE KIND AND QUALITY DESCRIBED IN THE TECHNICAL SPECIFICATIONS AND SHALL BE FIRST CLASS THROUGHOUT. NEITHER FINAL ACCEPTANCE NOR FINAL PAYMENT BY THE CITY SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR

30. IN THE EVENT OF ANY CONFLICT OF INFORMATION SHOWN ON THESE PLANS OR ANY CONFLICT BETWEEN THESE PLANS AND THE INTENT OF A CONSISTENT AND FUNCTIONAL PRODUCT, THE CONTRACTOR SHALL SO NOTIFY THE CITY IN WRITING, UPON WHICH NOTICE THE CITY SHALL RESOLVE THE CONFLICTS BY THE ISSUANCE OF A WRITTEN ORDER, REVISED PLANS OR BOTH. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH CONFLICTS AND PERFORMED BY CONTRACTOR PRIOR TO SUCH NOTICE TO THE CITY AND ISSUANCE OF SUCH ORDER AND/OR REVISED PLANS.

31. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING UTILITY LINES, FACILITIES, TREES, OR SURFACE IMPROVEMENTS, TO ANY EXISTING SIDEWALK, CURB AND GUTTER, STRUCTURES ON ADJACENT PRIVATE PROPERTY, SANITARY SEWER STRUCTURES AND PIPE, STORM DRAINAGE STRUCTURES AND PIPE. WATER STRUCTURES AND PIPE, TRAFFIC SIGNAL BOX, MANHOLES, OR LINES AND FACILITIES FOR UNDERGROUND ELECTRIC, GAS, TELEPHONE, CABLE TV, SANITARY, STORM, WATER, OR OTHER UTILITIES WHICH ARE TO REMAIN IN PLACE AND SHALL BEAR FULL COST AND RESPONSIBILITY FOR ANY DAMAGE THERETO. CONTRACTOR SHALL IMMEDIATELY REPORT ANY DAMAGE TO THE EXISTING FACILITIES TO THE PROJECT INSPECTOR AND APPROPRIATE MEASURES WILL BE TAKEN TO REPAIR OR REPLACE THE DAMAGED ITEM.

32. PRESERVATION OF SURVEY MONUMENTS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF EXISTING SURVEY MONUMENTS, BENCHMARKS, REFERENCE MARKS AND STAKES AS NOTED ON THE PLANS. THE CONTRACTOR SHALL REPLACE CITY MONUMENTS AND REFERENCE MARKS REMOVED DURING PERFORMANCE OF THE WORK (SEE CITY GENERAL NOTES AND THE PROJECT TECHNICAL SPECIFICATIONS

33. THE CITY SHALL BEAR NO RESPONSIBILITY FOR THE METHODS AND PROCEDURES OF WORK ESTABLISHED BY THE CONTRACTOR, JOB SITE CONDITIONS, JOB SAFETY OR CONFORMANCE WITH SAFETY PROCEDURES AND

34. CONTRACTOR SHALL PERFORM WORK WITH THE LEAST AMOUNT OF DISRUPTION TO THE RESIDENTS AND/OR

35. ACCESS FOR PEDESTRIANS, BICYCLISTS, VEHICLES SHALL BE PROVIDED AT ALL TIMES UNLESS APPROVED IN

36. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

37. IN CONFORMANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER

38. PROTECTIVE FENCING AND/OR BARRIERS SHALL BE PROVIDED WHEN NECESSARY TO PROTECT ADJACENT PROPERTIES AND ALL TREES TO BE SAVED AS NOTED ON THE PLANS. ALL TREES SHOWN TO BE REMOVED IN THE PUBLIC RIGHT OF WAY OR PUBLIC UTILITY EASEMENTS/PUBLIC SERVICE EASEMENTS SHALL BE REMOVED COMPLETELY, INCLUDING ROOTS, ROOT BALL, AND HAULED AWAY. CONTRACTORS AND OTHERS PERFORMING WORK SHALL NOT REMOVE, DISTURB OR HARM IN ANY WAY ANY TREE NOT SPECIFICALLY DESIGNATED FOR

39. ANY EXISTING LANDSCAPE IMPROVEMENTS THAT ARE REMOVED SHALL BE REPLACED IN KIND BY THE CONTRACTOR. THIS INCLUDES ITEMS SUCH AS PAVERS, PLANTS, FILTER FABRIC, SOD, DECORATIVE

40. NOTIFY CITY OF CUPERTINO TRAFFIC SIGNAL MAINTENANCE FOR INSPECTION OF TRAFFIC SIGNAL FACILITY FOUNDATION EXCAVATIONS AT (408) 777-1366. TWO (2) WORKING DAYS PRIOR TO POURING ANY SIGNAL

41. CONTRACTOR WILL EXECUTE THE WORK WHILE TRAFFIC SIGNALS ARE IN OPERATION EXCEPT FOR THE PERIODS OF PERMITTED SHUTDOWN. TRAFFIC SIGNAL SHUTDOWNS SHALL BE COORDINATED SEVEN (7) DAYS IN ADVANCE WITH CITY OF CUPERTINO TRAFFIC SIGNAL MAINTENANCE AT (408) 777-1366. CONTRACTOR WILL EMPLOY SUFFICIENT LABOR, SUPERINTENDENCE, AND EQUIPMENT AT ALL TIMES DURING SHUTDOWN AND OTHER OPERATIONAL DISRUPTIONS TO COMPLETE WORK WITHIN THE SPECIFIED PERIODS AT NO ADDITIONAL COST TO THE CITY. WHEN REQUIRED TO MINIMIZE TREATMENT PROCESS INTERRUPTIONS WHILE COMPLYING WITH SPECIFIED SEQUENCING CONSTRAINTS, CONTRACTOR WILL PROVIDE POWER, LIGHTING, CONTROLS, INSTRUMENTATION, AND

42. MATCH (E) SIDEWALK TRANSVERSE JOINT SPACING (CONSTRUCTION, CONTROL/WEAKENED PLANE, SCORE MARKS,

43. LOCATIONS OF PRECAST CONCRETE BLOCKS AND PRECAST CONCRETE END BLOCKS SHALL BE REVIEWED AND

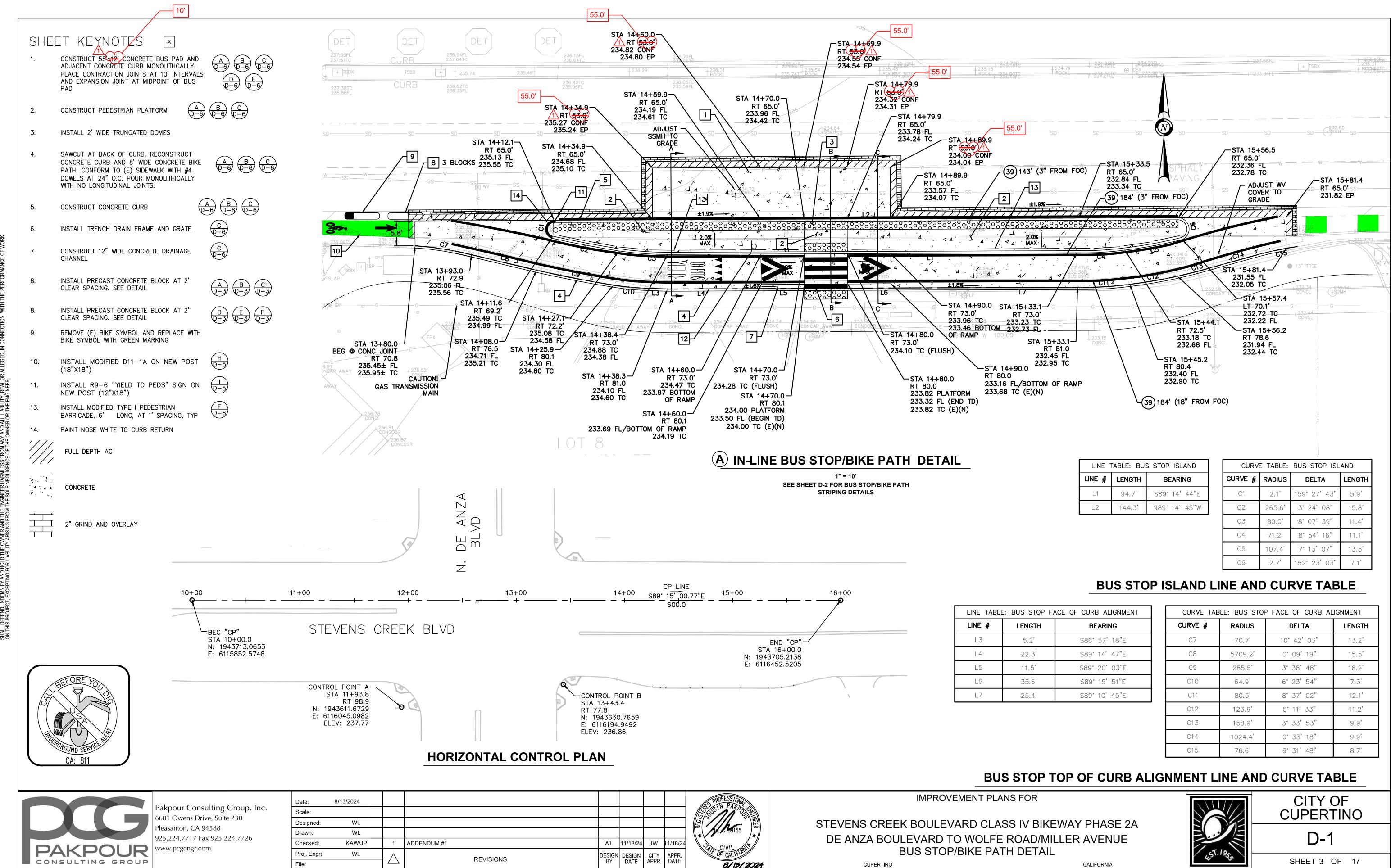


CITY OF

CUPERTINO

G-2

SHEET 2 OF 17



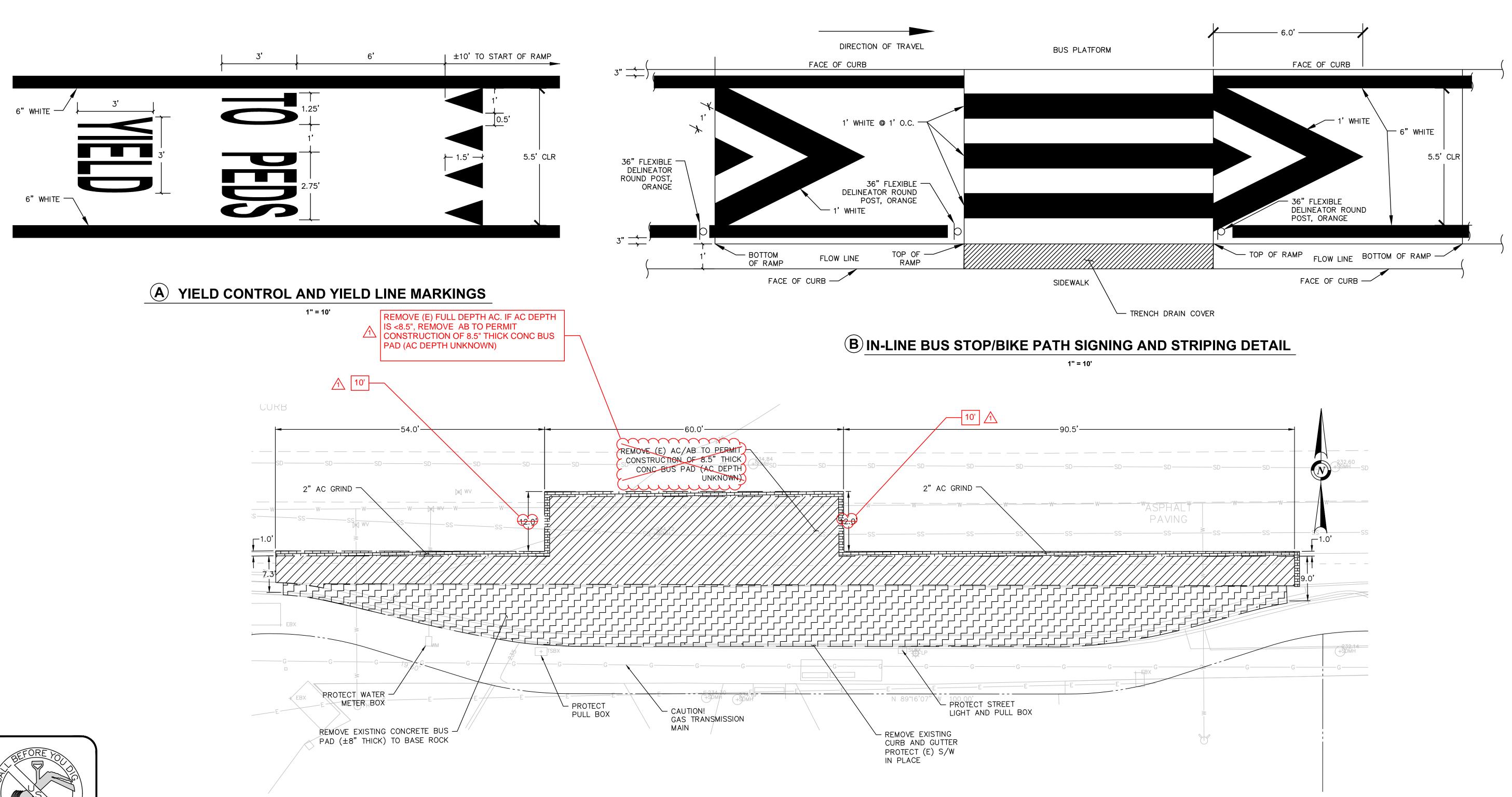
MPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLU EMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR NGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WI HE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND CO SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUIRE SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE EI ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM T

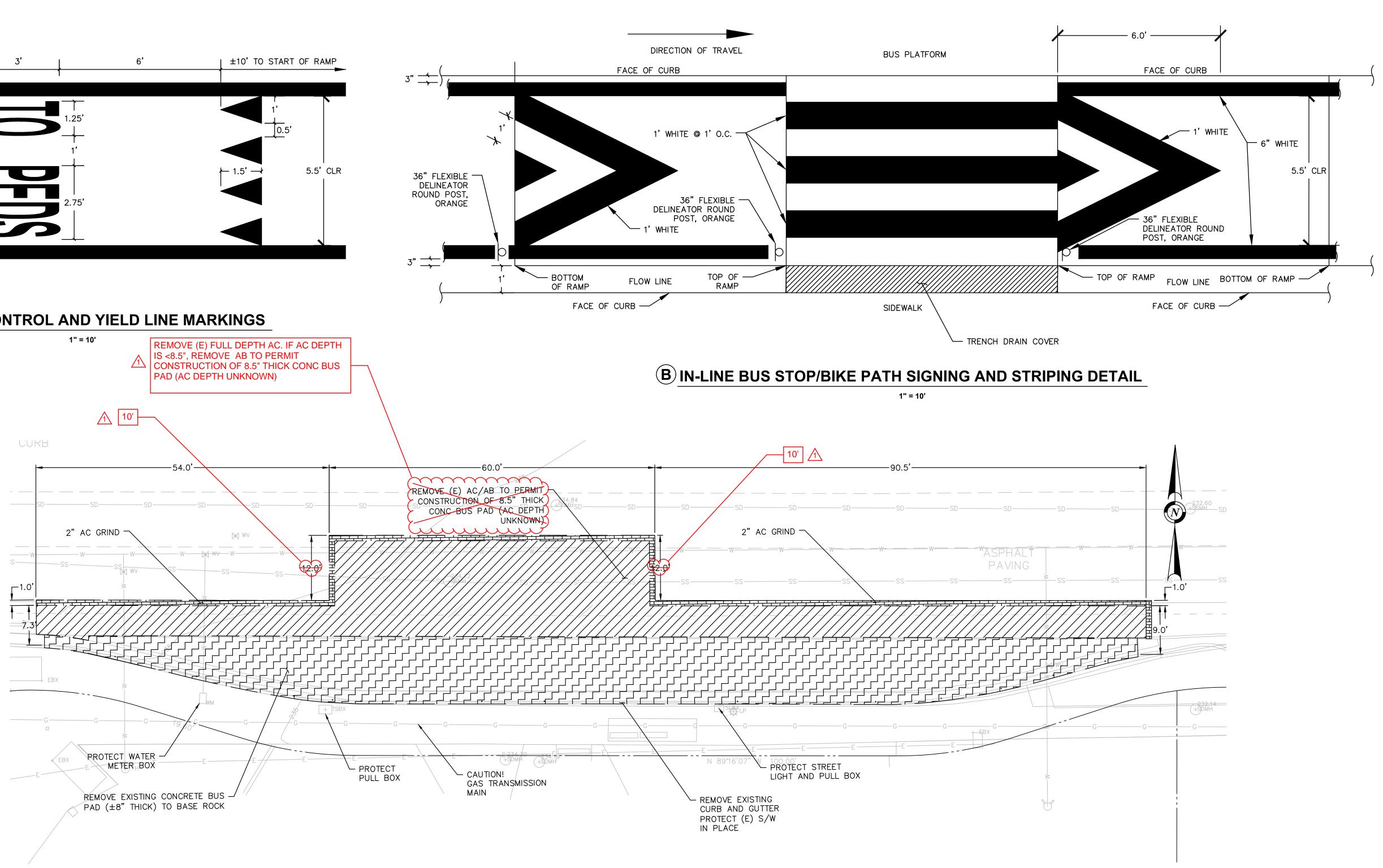
AUGUST 2024

TISIONS DESIGN DATE APPR. DATE APPR. DATE B/15/2024 CUPERTINO	WL 11/18/24 JW DESIGN DESIGN CITY		The second secon	STEVENS CREEK BOULEVARD CLASS IV DE ANZA BOULEVARD TO WOLFE ROAI BUS STOP/BIKE PATH DE
---	--------------------------------------	--	--	--

STOP FA	ACE OF CURB ALIGNMENT
этн	BEARING
2'	S86°57'18"E
3'	S89°14'47"E
5'	S89°20'03"E
6'	S89°15'51"E
4'	S89°10'45"E

CURVE TABLE: BUS STOP FACE OF CURB ALIGNMENT									
CURVE #	RADIUS	DELTA	LENGTH						
C7	70.7'	10°42'03"	13.2'						
C8	5709.2'	0°09'19"	15.5'						
С9	285.5'	3° 38' 48"	18.2'						
C10	64.9'	6°23′54"	7.3'						
C11	80.5'	8° 37' 02"	12.1'						
C12	123.6'	5°11'33"	11.2'						
C13	158.9'	3° 33' 53"	9.9'						
C14	1024.4'	0°33'18"	9.9'						
C15	76.6'	6°31'48"	8.7'						









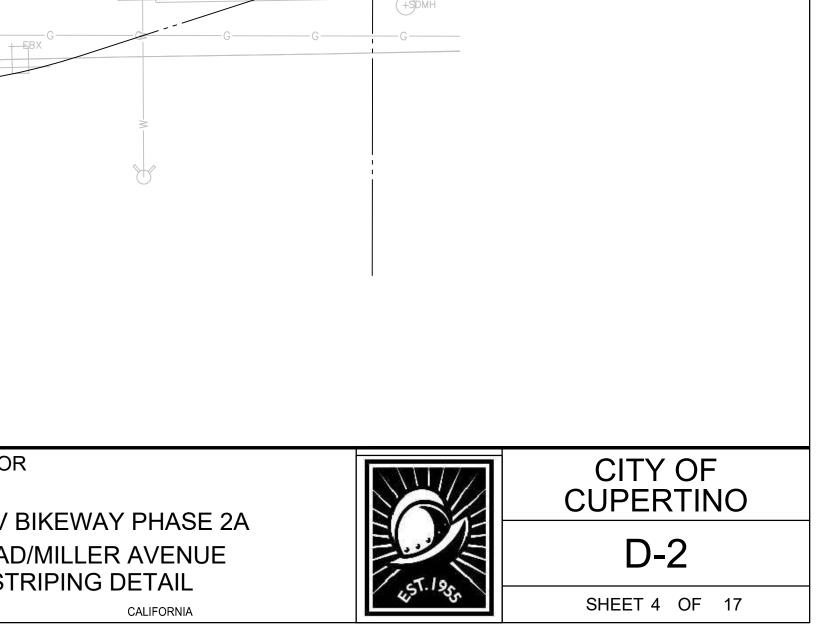
Pakpour Consulting Group, Inc. 6601 Owens Drive, Suite 230 Pleasanton, CA 94588 925.224.7717 Fax 925.224.7726 www.pcgengr.com

Date:	8/13/2024							PROFESS/ONA	IMPROVEMENT PLANS FOR
Scale:									
Designed:	WL								STEVENS CREEK BOULEVARD CLASS IV E
Drawn:	WL							* * * * * * * * * * * * * * * * * * *	
Checked:	KAW/JP	1	ADDENDUM #1	WL	11/18/24	JW	11/18/24		DE ANZA BOULEVARD TO WOLFE ROAD
Proj. Engr:	WL			DESIGN	DESIGN	CITY	APPR. DATE	OF CALIFORN	BUS STOP/BIKE PATH DEMO AND STI
File:			REVISIONS	BY	DATE	APPR.	DATE	8/13/2024	CUPERTINO

Contractor agrees that he shall assume sole and complete responsibility for Job Site conditions during the course of construction of this project, including Safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor Shall defend, indemnify and hold the owner and the engineer harmers from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

C IN-LINE BUS STOP/BIKE PATH DEMO PLAN

1'' = 10'

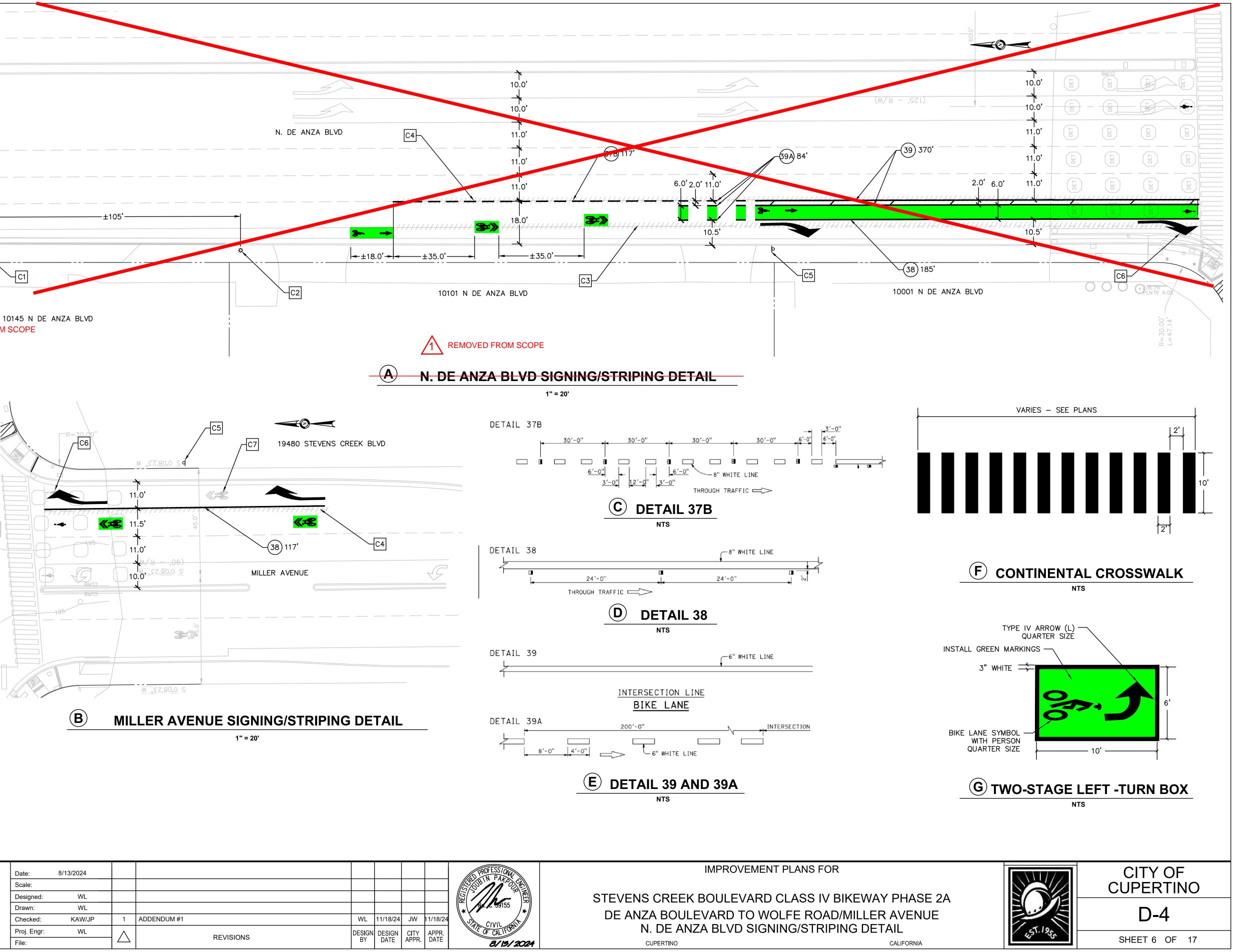


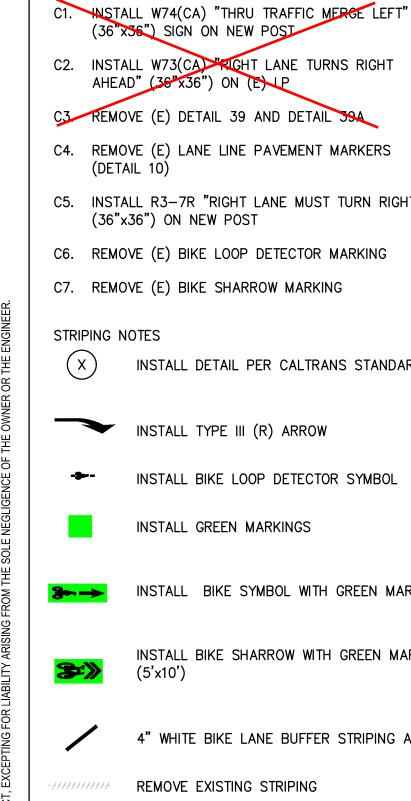
Date:	8/13/2024							PROFESSIONAL	IMPROVEMENT PLANS FOR
Scale:									
Designed:	WL								STEVENS CREEK BOULEVARD CLASS IV B
Drawn:	WL							*	
Checked:	KAW/JP	1	ADDENDUM #1	WL	11/18/24	JW	11/18/24		DE ANZA BOULEVARD TO WOLFE ROAD
Proj. Engr:	WL		REVISIONS	DESIGN	DESIGN	CITY	APPR. DATE	OF CALIFOR	N. DE ANZA BLVD SIGNING/STRIPI
File:			REVISIONS	BY	DATE	APPR.	DATE	8/13/2024	CUPERTINO



AUGUST 2024



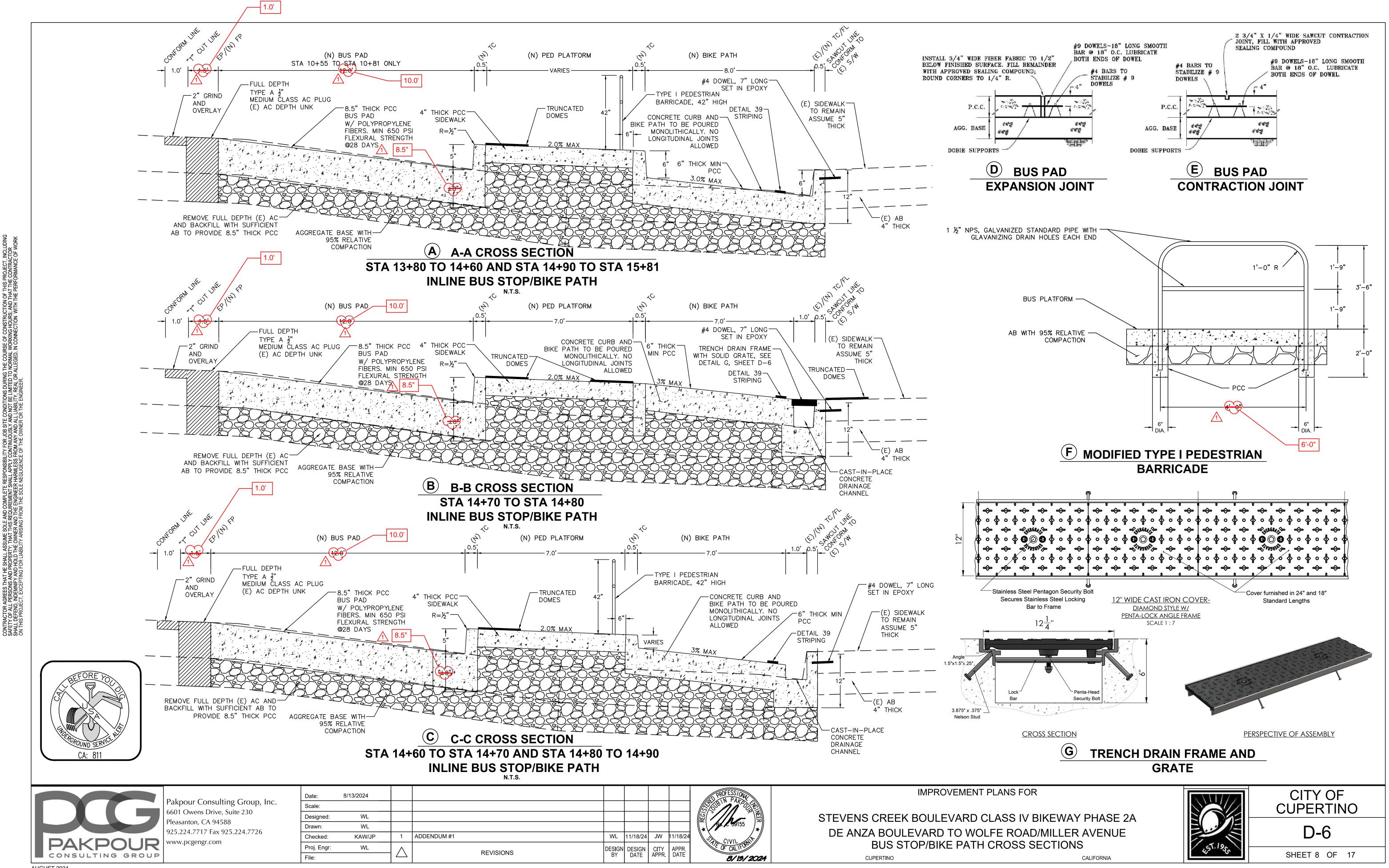




	10VE (E) LANE LINE PAVEMENT MARKERS	ROM SCOPE		
	TALL R3—7R "RIGHT LANE MUST TURN RIGHT" "x36") ON NEW POST			
. REM	IOVE (E) BIKE LOOP DETECTOR MARKING			
. REM	IOVE (E) BIKE SHARROW MARKING			
	NOTES INSTALL DETAIL PER CALTRANS STANDARD PLANS E D-4 E D-4	R=30.00"		-C5
\mathbf{i}	INSTALL TYPE III (R) ARROW		<u>M "27,80.0 S</u> q	
-9	INSTALL BIKE LOOP DETECTOR SYMBOL		11.0'	
	INSTALL GREEN MARKINGS		B 11.5'	
•• →	INSTALL BIKE SYMBOL WITH GREEN MARKING		 	
	INSTALL BIKE SHARROW WITH GREEN MARKING		10.0, «27, 80.0 S	
F »	(5'x10')	CITRE CURRENT COURSE		
	4" WHITE BIKE LANE BUFFER STRIPING AT 25' O.C.			
****	REMOVE EXISTING STRIPING			

SHEET KEYNOTES

CIVIL NOTES



AUGUST 2024

Bid Schedule

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

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

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Temporary Water Pollution Control	1	LS	\$	\$
4	Field Engineering and Survey Work	1	LS	\$	\$
5	Remove Asphalt Concrete	1,900	SF	\$	\$
6	Remove Concrete (Curb and Gutter)	210	LF	\$	\$
7	Remove Concrete (Bus pad)	2,100	SF	\$	\$
8	Remove Concrete (Sidewalk)	710	SF	\$	\$
9	Hot Mix Asphalt (Type A)	30- 21	TONS	\$	\$
10	Concrete Bus Pad	660 550	SF	\$	\$
11	Concrete Curb	515	LF	\$	\$
12	Concrete Bike Path	1,680	SF	\$	\$
13	Concrete Sidewalk/Pedestrian Platform	2,115 1620	SF	\$	\$
14	Truncated Domes	330	SF	\$	\$
15	Trench Drain Frame and Grate	1	LS	\$	\$
16	Precast Concrete Block (8' long)	333	EA	\$	\$
17	Precast Concrete End Block (8' long)	77	EA	\$	\$
18	4 " White Buffer Stripe	40 0	ĻF	<mark>\$N/A</mark>	<mark>\$N/A</mark>
19	12" White Thermoplastic Traffic Stripe	170 120	LF	\$	\$
20	24" White Thermoplastic Traffic Stripe	700 590	LF	\$	\$
21	Remove (E) Pavement Marking/Striping	1	LS	\$	\$
22	Detail 37B	120 0	ĻF	<mark>\$N/A</mark>	<mark>\$N/A</mark>
23	Detail 38	300 120	LF	\$	\$
24	Detail 39	3,200 2800	LF	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
25	Detail 39A	2,800 2700	LF	\$	\$
26	Pavement Markings	850 720	SF	\$	\$
27	Green Pavement Markings	12,320 11,000	SF	\$	\$
28	Furnish and Install Sign on New Pole	8 6	EA	\$	\$
29	Furnish and Install Sign on Existing Pole	5 4	EA	\$	\$
30	Furnish and Install Flexible Post	3	EA	\$	\$
31	Traffic Signal and Lighting System (Stevens Creek Boulevard/Wolfe Road)	1	LS	\$	\$
32	Traffic Signal and Lighting System (Stevens Creek Boulevard/De Anza Boulevard)	1	LS	\$	\$
33	Furnish and Install Type I Pedestrian Barricade	19	EA	\$	\$
	TOTAL				\$

TOTAL BASE BID: Items 1 through 32 33 inclusive: \$_____

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

BIDDER NAME: _____

END OF BID SCHEDULE

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TECHNICAL SPECIFICATIONS

- SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS
- SECTION 01 55 26 TRAFFIC CONTROL REQUIREMENTS
- SECTION 01 56 39 TREE AND LANDSCAPE PROTECTION
- SECTION 01 57 23 TEMPORARY WATER POLLUTION CONTROL
- SECTION 01 71 13 MOBILIZATION
- SECTION 01 71 23 FIELD ENGINEERING AND SURVEY WORK
- SECTION 01 71 33 PROTECTION OF ADJACENT CONSTRUCTION AND UTILITIES
- SECTION 02 41 19 SELECTIVE DEMOLITION
- SECTION 03 40 00 PRECAST CONCRETE BLOCKS
- SECTION 10 14 53 SIGNAGE AND PEDESTRIAN BARRICADES
- SECTION 31 10 00 SITE CLEARING
- SECTION 31 20 00 EARTHWORK
- SECTION 32 11 23 AGGREGATE BASE
- SECTION 32 12 16 ASPHALT PAVING
- SECTION 32 16 00 CONCRETE CURBS, CURB AND GUTTERS, BIKE PATHS, AND SIDEWALKS
- SECTION 32 16 43 CONCRETE BUS PAD
- SECTION 32 17 23 PAVEMENT STRIPES AND MARKINGS
- SECTION 33 05 61 ADJUSTING MANHOLES AND STRUCTURES
- SECTION 33 41 00 TRENCH DRAIN FRAME AND GRATE
- SECTION 34 41 13 SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

- 1. Traffic control plans must include a schedule of construction showing each phase of work and the anticipated method of handling traffic for each phase. Traffic control plans must include a scale drawing of the street, lane configuration, parking, sidewalk, work area, and the location of signs and cones, etc., to warn, direct, and guide traffic. For major intersections, the traffic control plan must reflect actual (not typical) intersection layout and show islands, medians, lane lines, bike lanes, nearby driveways, and pavement and lane widths.
- 2. Except as described in Part 3, traffic control system must maintain all vehicular, pedestrian, and bike movements. Total closure of Stevens Creek Boulevard will not be allowed. City may authorize temporary closure of local residential streets. Maintain local and emergency access.
- 3. If work will impact transit stops or transit routes, contact VTA or other affected transit companies to address relocation of facilities or rerouting of buses prior to submitting traffic control plan. Traffic control plan must indicate what actions are being taken with regard to transit services.
- 4. Show haul route on traffic control plans.
- C. A minimum of two paved traffic lanes, not less than <u>44 9.75</u> feet wide along Stevens Creek Boulevard in both directions shall be open for use by public traffic at all times. All lane closures must be reviewed and approved by the City in accordance with the Special Conditions.
- D. The Contractor's employees are subject to all parking regulations in effect in the City of Cupertino.
- E. Place barricades 50 feet on center at the gutter joints and provide one working flasher for each barricade. Ensure that each flasher remains in working condition. Do not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter and/or gutter overlay has been done and the hazard to bicyclists and motorists no longer exist.
- F. Maintain access to driveways except when performing construction within the driveway boundaries, at which time partial access must be maintained unless alternate arrangements can be made with the property owners or tenants in advance. If the driveway to any garage or parking area must be closed for construction work, obtain written approval from the property owners and the City. Post notice 72 hours in advance stating the approximate time the driveway will be closed and reopened.
- G. Haul routes must comply with City of Cupertino Municipal Code Chapter 11.32, "Truck Traffic Routes."
- H. Obtain a Transportation permit from the Public Works Department for vehicles exceeding the weight or dimensions prescribed in the California Vehicle Code.
- I. Provide a certified professional traffic control crew that is independent from the construction activity. This traffic control crew shall be responsible to the Contractor for implementing the traffic control measures detailed in this Contract. The crew is subject to the approval of the City.
- J. Place signs in positions where they convey their message most effectively or as shown on the approved traffic control plan.
- K. Provide Type II and III barricades with working flashers. At least one working flashing light must be installed on each barricade for night work. Flashing lights must be maintained in good working order for the duration of the work. Crosswalk closing barricades shall be Type II with a 6-inch reflective orange border at the base.
- L. Temporary construction signs that are attached to existing poles shall not damage poles when they are attached or removed. Hardware used for attaching signs to existing poles shall be completely removed from the poles when the signs are removed. If a construction sign is required in an area where it cannot be attached to an existing pole, it shall be attached to a 4" x 4" wood post. The distance from the ground surface to the bottom of the sign shall be seven (7) feet.
- M. Trench plates in the vehicle or bicycle travel way shall be recessed and flush with the existing ground. When multiple trench plates are used, they shall be tack welded together at the end of each day.
- N. Place customized "Trench Plates Ahead" on a working lighted barricade (Caltrans Type II) at each direction of traffic. Sand bags shall be used at each barricade to provide stability. The existing wind conditions and weather will determine the number of sand bags to be used.

SECTION 10 14 53 SIGNAGE AND PEDESTRIAN BARRICADES

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnishing and installing new sign on new pole
- B. Furnishing and installing new sign on existing pole
- C. Furnishing and installing flexible post
- D. Furnishing and installing modified Type I pedestrian barricades

1.2 REFERENCES

- A. State of California, Department of Transportation (Caltrans), 2023 Standard Plans, (Caltrans Standard Plans)
- B. State of California, Department of Transportation (Caltrans), 2023 Standard Specifications ("Caltrans Standard Specifications").
- C. 2023 California Manual on Uniform Traffic Control Devices (MUTCD), latest revision.

1.3 SUBMITTALS

- A. Certificate of compliance for:
 - 1. Aluminum sheeting
 - 2. Retroreflective sheeting
 - 3. Screened-process colors
 - 4. Non-reflective, opaque, black film
 - 5. Galvanized standard pipe

PART 2 - PRODUCTS

- A. Sign panels must be aluminum and must conform to the requirements in Caltrans Standard Specifications, Section 82.
- B. Roadside sign posts must be 1-3/4" 14-gauge galvanized steel perforated square Unistrut Corp. part no. 16D12 (1-3/4" x 1-3/4") or approved equal. Galvanized finish must conform to ASTM A525 G90 coating.
- C. Sign post brackets must be ASTM A653 12-gauge steel sizes as shown. Galvanized finish must conform to ASTM A525 G90 coating.
- D. Material for pedestrian barricades must comply with ASTM A53/A53M or ASTM A500/A500M and comply with Section 56-3 of the Caltrans Standard Specifications. Steel pipe must be hot dip galvanized after manufacturing.

PART 3 - EXECUTION

3.1 SIGNAGE

- A. Install roadside sign as shown in City Standard Detail 2-20.
- B. For installation requirements not shown in City detail, comply with section 82 of the Caltrans Standard Specifications.
- C. Install pedestrian barricades per project plans and with steel sleeve post per ES-7Q of the Caltrans Standard Plans, and section 56-3 of the Caltrans Standard Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

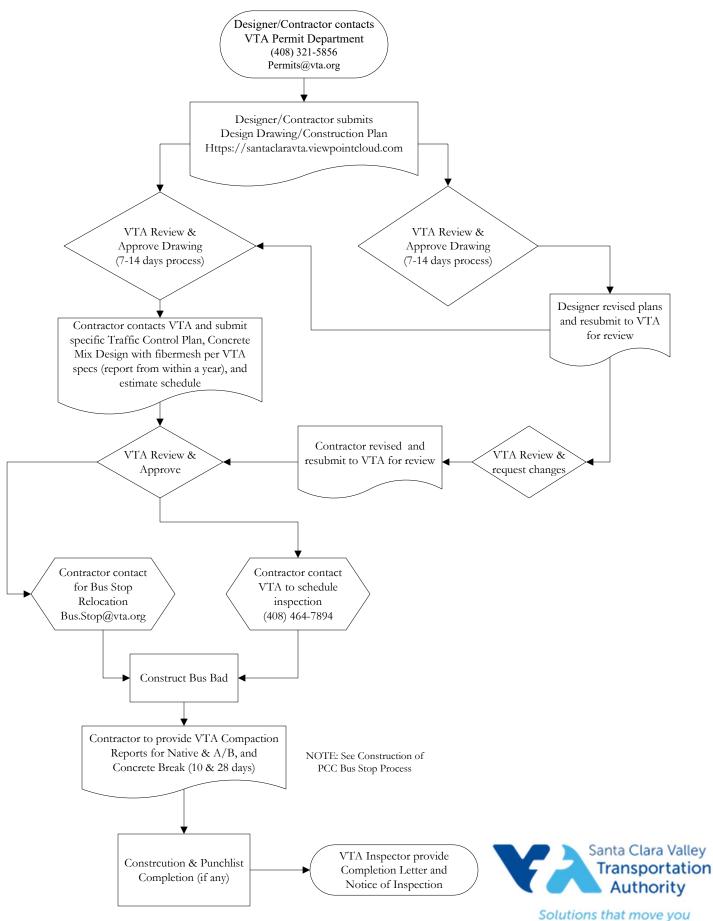
- A. Furnish and Install Sign on New Pole will be measured for pay per each sign post with attached panels installed. A sign post with multiple panels is counted for pay as one unit.
- B. Furnish and Install Sign on Existing Pole will be measured for pay per each sign post with attached panels installed.
- C. Furnish and Install Flexible Post will be measured for pay per each flexible post installed.
- D. Furnish and Install Type I Pedestrian Barricade will be measured for pay per each pedestrian barricade installed.

4.2 PAYMENT

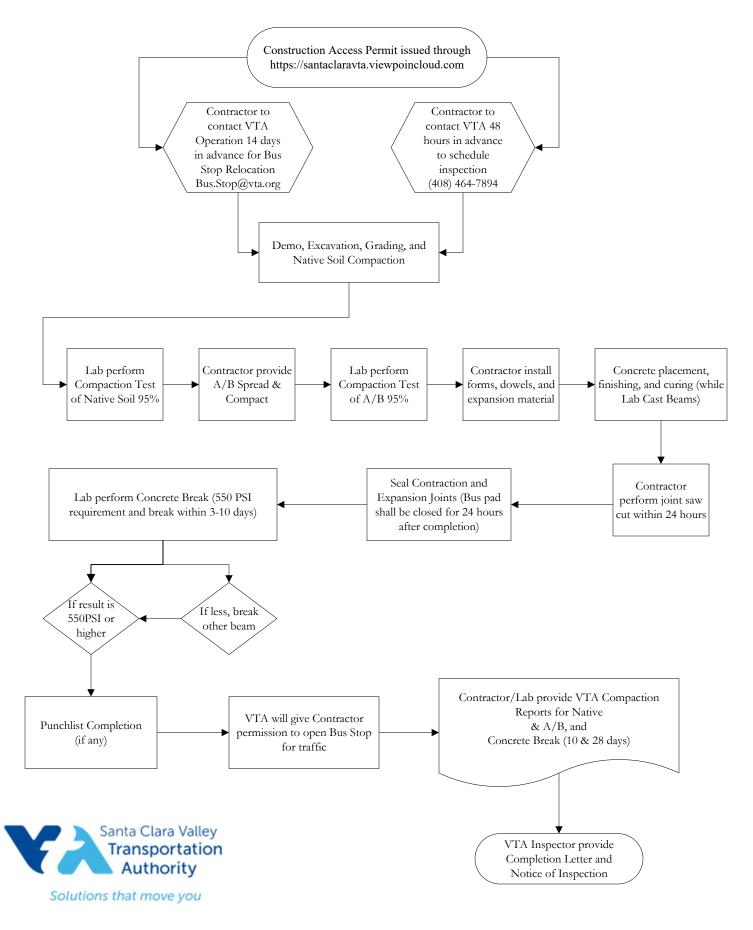
- A. The unit price paid per each for Furnish and Install Sign on New Pole shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new roadside signs, including removing posts, mounting hardware, and foundations, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- B. The unit price paid per each for Furnish and Install Sign on Existing Pole shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new roadside signs, mounting hardware, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- C. The unit price paid per each for Furnish and Install Flexible Post shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new object marker, including furnishing the flexible posts, mounting hardware, and installing onto pavement complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.
- D. The unit price paid per each for Furnish and Install Modified Type I Pedestrian Barricade shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work associated with installing new pedestrian barricades, including furnishing the steel pipes, mounting hardware, and installing into the new pedestrian platform complete and in place, as shown on the plans, as specified in these specifications, and as directed by the City.

END OF SECTION 10 14 53

VTA PCC Bus Pad CAP Process



Construction of PCC Bus Pad





ADDENDUM NO. 2

Issued: November 26, 2024

To All Holders of the Contract Documents for: 2022-15 Stevens Creek Blvd Class IV Bike Lane Phase 2A Project

The following revisions and/or clarifications are hereby made to the said Contract Documents:

Contract Documents

1. As noted in the "Notice Inviting Bids," this project is subject to both State and Federal prevailing wage requirements. In accordance with the Federal 10-day rule, the latest Federal wage determination dated October 18, 2024, enclosed as Exhibit B, will be inserted as part of the contract document. This project is subject to both State and Federal prevailing wage rates and when the two rates differ for similar kinds of labor, the Contractor and all subcontractors shall not pay less than the higher rate.

Please indicate receipt of this addendum on your Bid Proposal. Failure to do so may render bidders bid non-responsive.

ADDENDUM 2 ISSUED BY:

Jason Wong, P.E.

ADDENDUM 2 APPROVED BY:

Chad Mosley, P.E. Director of Public Works

Enclosed:

Contract Document

• Exhibit B – Federal Wage Determination

Exhibit B - Federal Wage Determination

"General Decision Number: CA20240018 10/18/2024

Superseded General Decision Number: CA20230018

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)(1).

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:	<pre> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.</pre>
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:	

if it is higher) for all
hours spent performing on
that contract in 2024.

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		01/05/2024	
1		01/12/2024	
2		01/19/2024	
3		01/26/2024	
4		02/09/2024	
5		02/16/2024	
6		02/23/2024	
7		03/01/2024	
8		03/08/2024	
9		03/15/2024	
10		04/12/2024	
11		04/26/2024	
12		05/24/2024	
13		07/05/2024	
14		07/12/2024	
15		07/19/2024	
16		07/26/2024	
17		08/09/2024	
18		08/23/2024	
19		09/06/2024	
20		09/13/2024	
21		09/20/2024	
22		10/18/2024	

* ASBE0016-004 05/01/2024

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 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.....\$ 34.56 11.40 Area 2....\$ 36.53 9.27 _____ ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

RatesFringesAsbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....\$ 84.76
Area 2....\$ 64.5625.07
25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

BRCA0003-003 08/01/2023 Rates Fringes MARBLE MASON	MARBLE FINISHER	\$ 41.18	18.58
MARBLE MASON	BRCA0003-003 08/01/2023		
BRCA0003-005 05/01/2024 Rates Fringes BRICKLAYER (1) Fresno, Kings, Madera, Mariposa, Merced\$ 51.17 25.80 (7) San Francisco, San Mateo\$ 57.02 28.50 (8) Alameda, Contra Costa, San Benito, Santa Clara		Rates	Fringes
Rates Fringes BRICKLAYER (1) Fresno, Kings, Merced\$ 51.17 25.80 (7) San Francisco, San \$57.02 28.50 (8) Alameda, Contra Costa, San Benito, Santa 26.28 (9) Calaveras, San Joaquín, Stanislaus, 701 Joaquín, Stanislaus, 702 25.01 Toulumne	MARBLE MASON	\$ 60.20	28.82
BRICKLAVER (1) Fresno, Kings, Madera, Mariposa, Merced\$ 51.17 25.80 (7) San Francisco, San Mateo	BRCA0003-005 05/01/2024		
<pre>(1) Fresno, Kings, Madera, Mariposa, Merced\$ 51.17 25.80 (7) San Francisco, San Mateo</pre>		Rates	Fringes
Madera, Mariposa, Merced\$ 51.17 25.80 (7) San Francisco, San Mateo	-		
Mateo	Madera, Mariposa, Merced	\$ 51.17	25.80
Clara	Mateo (8) Alameda, Contra	\$ 57.02	28.50
Toulumne\$ 52.76 25.01 (16) Monterey, Santa Cruz\$ 54.18 27.82 BRCA0003-008 07/01/2023 Rates Fringes TERRAZZO FINISHER\$ 43.90 19.51 TERRAZZO WORKER/SETTER\$ 59.06 28.31 BRCA0003-011 04/01/2024 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 TILE FINISHER Area 1	Clara (9) Calaveras, San	\$ 56.94	26.28
BRCA0003-008 07/01/2023 Rates Fringes TERRAZZO FINISHER\$ 43.90 19.51 TERRAZZO WORKER/SETTER\$ 59.06 28.31 BRCA0003-011 04/01/2024 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	Toulumne		
RatesFringesTERRAZZO FINISHER\$ 43.9019.51TERRAZZO WORKER/SETTER\$ 59.0628.31BRCA0003-011 04/01/202428.31AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa CruzAREA 2: Calaveras, San Joaquin, Stanislaus, TuolumneAREA 3: Fresno, Kings, Madera, Mariposa, MercedTILE FINISHER Area 1\$ 37.75 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32Tile Layer Area 1\$ 59.92 22.62	(16) Monterey, Santa Cruz.	\$ 54.18	27.82
TERRAZZO FINISHER\$ 43.90 19.51 TERRAZZO WORKER/SETTER\$ 59.06 28.31 BRCA0003-011 04/01/2024 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\$ 37.75 19.28 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer Area 1\$ 59.92 22.62	BRCA0003-008 07/01/2023		
TERRAZZO WORKER/SETTER\$ 59.0628.31BRCA0003-011 04/01/2024AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa CruzAREA 2: Calaveras, San Joaquin, Stanislaus, TuolumneAREA 3: Fresno, Kings, Madera, Mariposa, MercedRatesFringesTILE FINISHER Area 1\$ 37.75Area 3\$ 37.75Area 3\$ 32.68Tile Layer Area 1\$ 59.9222.62		Rates	Fringes
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\$ 37.75 19.28 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer Area 1\$ 59.92 22.62			
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\$ 37.75 19.28 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer Area 1\$ 59.92 22.62	BRCA0003-011 04/01/2024		
AREA 3: Fresno, Kings, Madera, Mariposa, Merced Rates Fringes TILE FINISHER Area 1\$ 37.75 19.28 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer Area 1\$ 59.92 22.62			-
Rates Fringes TILE FINISHER Area 1\$ 37.75 19.28 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer 4rea 1\$ 59.92 22.62	AREA 2: Calaveras, San Joaquin,	Stanislaus,	Tuolumne
TILE FINISHER Area 1\$ 37.75 Area 2\$ 34.76 Area 3\$ 32.68 Tile Layer Area 1\$ 59.92	AREA 3: Fresno, Kings, Madera,	Mariposa, Me	rced
Area 1\$ 37.75 19.28 Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer Area 1\$ 59.92 22.62		Rates	Fringes
Area 2\$ 34.76 19.22 Area 3\$ 32.68 18.32 Tile Layer Area 1\$ 59.92 22.62	_	\$ 37.75	19,28
Tile Layer Area 1<\$ 59.92	Area 2	\$ 34.76	19.22
Area 1 \$ 59.92 22.62		\$ 32.68	18.32
	Area 1		

Area 3.....\$ 50.28 22.05 -----CARP0022-001 07/01/2023 San Francisco County Rates Fringes Carpenters Bridge Builder/Highway Carpenter....\$ 60.39 33.52 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer....\$ 60.54 33.52 Journeyman Carpenter.....\$ 60.39 33.52 Millwright.....\$ 60.49 35.11 _____ CARP0034-001 07/01/2021 Fringes Rates 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 he \$1.00 per foot.	ight, the premiu	m will be
WORK IN COMBINATION OF CLASSIFICA Employees working in any combin within the diving crew (except are paid in the classification that shift.	nation of classi dive supervisor with the highes) in a shift t rate for
CARP0034-003 07/01/2021		
	Rates	Fringes
Piledriver		34.69
CARP0035-007 07/01/2020		
AREA 1: Alameda, Contra Costa, Sa Clara counties	an Francisco, Sa	n Mateo, Santa
AREA 2: Monterey, San Benito, San	nta Cruz Countie	S
AREA 3: Calaveras, Fresno, Kings Joaquin, Stanislaus, Tuolumne Cou		sa, Merced, San
	Rates	Fringes
Modular Furniture Installer Area 1		
Installer	.\$ 28.76	22.53
Lead Installer	.\$ 32.21	23.03
Master Installer Area 2	\$ 36.43	23.03
Installer	.\$ 26.11	22.53
Lead Installer	.\$ 29.08	23.03
Master Installer Area 3	.\$ 32.71	23.03
Installer	.\$ 25.16	22.53
Lead Installer	.\$ 27.96	23.03
Master Installer		23.03
CARP0035-008 08/01/2020		
AREA 1: Alameda, Contra Costa, Sa Clara counties	an Francisco, Sa	n Mateo, Santa

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 Area 2 Area 3 Area 4 Drywall Stocker/Scrapper Area 1 Area 2 Area 3 Area 3 Area 4 CARP0152-001 07/01/2020	\$ 46.77 \$ 47.27 \$ 45.92 \$ 26.33 \$ 23.39 \$ 23.64	31.26 31.26 31.26 31.26 18.22 18.22 18.22 18.22 18.22
Contra Costa County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter	.\$ 52.80 .\$ 52.65	30.82 30.82 30.82 32.41
San Joaquin County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter	\$ 46.92 \$ 46.77 \$ 49.27	30.82 30.82 30.82 32.41
CARP0152-004 07/01/2020		

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold Steel Shoring Erector, Sar Filer	& w \$ 45.57	30.82 30.82
Journeyman Carpenter Millwright		30.82 32.41
CARP0217-001 07/01/2023		
San Mateo County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer,	\$ 60.39	33.52
Shingler, Power Saw Operator, Steel Scaffold Steel Shoring Erector, Sa	W	
Filer Journeyman Carpenter Millwright	\$ 60.39	33.52 33.52 35.11
CARP0405-001 07/01/2021		
Santa Clara County		
	Rates	Fringes
Carpenters Bridge Builder/Highway		
Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold Steel Shoring Erector, Sa	&	31.49
Filer		31.49
Journeyman Carpenter		31.49
Millwright	\$ 54.95	33.08
CARP0405-002 07/01/2021		

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw Filer	¢ /0 12	31.49
Journeyman Carpenter	•	31.49
Millwright		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	-	31.49
Millwright		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	¢ /0 10	31.49
Journeyman Carpenter	-	31.49
Millwright		33.08
CARP0701-001 07/01/2021		

Fresno and Madera Counties

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter	\$ 47.77	31.49 31.49 31.49 31.49
Millwright		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	k	
Filer Journeyman Carpenter Millwright	\$ 55.00 \$ 54.85	31.49 31.49 33.08
CARP1109-001 07/01/2021		
Kings County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter	¢ EN 0E	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	i.	51.45
Filer	\$ 47.77	31.49
Journeyman Carpenter Millwright		31.49 33.08
ELEC0006-004 11/01/2023		

SAN FRANCISCO COUNTY

Sound & Communications

<pre>Installer\$</pre>	51.68	3%+24.65
Technician\$	59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes			
ELECTRICIAN	.\$ 91.25	3%+45.315			
ELEC0100-002 06/01/2024					
FRESNO, KINGS, AND MADERA COUNTIES					
	Rates	Fringes			
ELECTRICIAN	.\$ 45.00	29.15			
ELEC0100-005 12/01/2023					
FRESNO, KINGS, MADERA					
	Rates	Fringes			

Installer\$	42.48	27.42
Technician\$	48.85	27.42

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 12/25/2023 MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES Rates Fringes ELECTRICIAN Zone A.....\$ 65.16 29.55 Zone B.....\$ 71.68 29.75 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.

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ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes	
CABLE SPLICER	•	32.67	
ELECTRICIAN	\$ 61.26	32.44	

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 48.44	27.60
Technician	\$ 55.71	27.82

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 06/01/2024

SANTA CLARA COUNTY

		-
CABLE SPLICER\$	100.25	46.72
ELECTRICIAN\$	87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork 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 12/01/2023

SANTA CLARA COUNTY

Fringes

Rates Fringes

Sound & Communications

Installer\$	53.18	27.745
Technician\$	61.16	27.985

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 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes	
CABLE SPLICER	•	3%+44.68 3%+44.68	
ELEC0595-002 06/01/2024			-

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 59.34	3%+30.48
<pre>(1) Tunnel work</pre>	-	3%+30.48
(2) All other work	\$ 49.45	3%+30.48

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 51.18	3%+24.15
Technician	\$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

Communications System

Installer	\$ 40.88	3%+24.15
Technician	\$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 82.00	48.05
ELEC0617-003 12/01/2023		
SAN MATEO COUNTY		
	Rates	Fringes
Sound & Communications		
Installer	\$ 53.18	27.75
Technician	-	27.98
SCOPE OF WORK: Including any	data system whos	e 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 06/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 47.50	29.36
CABLE SPLICER = 110% of Journey	man Electrician	
ELEC0684-004 12/01/2023		

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MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	\$ 42.48	27.42
Technician	\$ 48.85	27.62

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 06/01/2024 Rates Fringes LINE CONSTRUCTION (1) Lineman; Cable splicer..\$ 70.16 24.46 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30 22.01 (3) Groundman.....\$ 40.76 21.51 (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 01/01/2024 Rates Fringes ELEVATOR MECHANIC......\$ 80.76 37.885+a+b FOOTNOTE: a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. ENGI0003-001 06/28/2023 ""AREA 1"" WAGE RATES ARE LISTED BELOW ""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1		31.03
GROUP 2		31.03
GROUP 3		31.03
GROUP 4 GROUP 5		31.03 31.03
GROUP 6		31.03
GROUP 7		31.03
GROUP 8	\$ 51.46	31.03
GROUP 8-A	\$ 49.25	31.03
OPERATOR: Power Equipment		
(Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	\$ 52.30	31.15
0iler		31.15
Truck crane oiler	\$ 46.08	31.15
GROUP 2	¢ 50 54	
Cranes Oiler		31.15 31.15
Truck crane oiler		31.15
GROUP 3		
Cranes	-	31.15
Hydraulic		31.15
Oiler		31.15
Truck crane oiler GROUP 4		31.15
Cranes	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1	¢ FD C4	21 15
Lifting devices Oiler		31.15 31.15
Truck Crane Oiler		31.15
GROUP 2		
Lifting devices		31.15
0iler		31.15
Truck Crane Oiler GROUP 3	45.41	31.15
Lifting devices	\$ 49.14	31.15
0iler		31.15
Truck Crane Oiler	\$ 45.12	31.15
GROUP 4	<i>t</i> 17 77	24.45
Lifting devices	4/.3/	31.15

GROUP 5	
Lifting devices\$ 44.73 GROUP 6	31.15
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
0iler\$ 43.23	31.15
Truck Crane Oiler\$ 45.46	31.15
GROUP 4	
Cranes\$ 48.00	31.15
GROUP 5	• • • -
Cranes\$ 46.70	31.15
OPERATOR: Power Equipment	
(Tunnel and Underground Work	
- AREA 1:)	
SHAFTS, STOPES, RAISES:	
GROUP 1\$ 56.82	31.03
GROUP 1-A\$ 59.29	31.03
GROUP 2\$ 55.56	31.03
GROUP 3\$ 54.23	31.03
GROUP 4\$ 53.09	31.03
GROUP 5\$ 51.95	31.03
UNDERGROUND:	21 02
GROUP 1\$ 56.72	31.03
GROUP 1-A\$ 59.19	31.03
GROUP 2\$ 55.46	31.03
GROUP 3\$ 54.13	31.03
GROUP 4\$ 52.99 GROUP 5\$ 51.85	31.03 31.03
כסידכ ליייייייייייייי אחמאים	21.02

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.

yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (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 (selfpropelled 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; Selfpropelled 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; Selfpropelled 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 08/01/2024 Fringes Rates Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)

AREA 1:

<pre>(1) Leverman\$ 60.61 (2) Dredge Dozer; Heavy</pre>	39.55
<pre>duty repairman\$ 55.65 (3) Booster Pump</pre>	39.55
Operator; Deck	
Engineer; Deck mate;	
Dredge Tender; Winch	
Operator\$ 54.53	39.55
(4) Bargeman; Deckhand;	
Fireman; Leveehand; Oiler\$ 51.23	39.55
AREA 2:	
(1) Leverman\$ 62.61(2) Dredge Dozer; Heavy	39.55
duty repairman\$ 57.65	39.55
(3) Booster Pump	
Operator; Deck	
Engineer; Deck mate;	
Dredge Tender; Winch	
Operator\$ 56.53	39.55
(4) Bargeman; Deckhand;	
Fireman; Leveehand; Oiler\$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder Area 2: Eastern part

COLUSA COUNTY: Area 1: Eastern part Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part Area 2: Remainder

FRESNO COUNTY: Area 1: Remainder Area 2: Eastern part **GLENN COUNTY:** Area 1: Eastern part Area 2: Remainder LASSEN COUNTY: Area 1: Western part along the Southern portion of border with Shasta County Area 2: Remainder MADERA COUNTY: Area 1: Except Eastern part Area 2: Eastern part MARIPOSA COUNTY Area 1: Except Eastern part Area 2: Eastern part MONTERREY COUNTY Area 1: Except Southwestern part Area 2: Southwestern part **NEVADA COUNTY:** Area 1: All but the Northern portion along the border of Sierra County Area 2: Remainder **PLACER COUNTY:** Area 1: Al 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 07/01/2024 SEE AREA DESCRIPTIONS BELOW Fringes Rates **OPERATOR:** Power Equipment (LANDSCAPE WORK ONLY) GROUP 1 AREA 1.....\$ 52.40 28.52 AREA 2.....\$ 54.40 28.52 GROUP 2 AREA 1.....\$ 48.80 28.52 AREA 2.....\$ 50.80 28.52 GROUP 3 AREA 1.....\$ 44.19 28.52 AREA 2.....\$ 46.19 28.52

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 01/01/2024 ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES Rates Fringes Ironworkers: Fence Erector.....\$ 42.53 26.26 Ornamental, Reinforcing and Structural.....\$ 52.08 34.90 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 01/01/2024 SAN FRANCISCO CITY and COUNTY

Ironworkers:	
Fence Erector\$ 42.53	26.26
Ornamental, Reinforcing	
and Structural\$ 52.58	34.90

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 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	\$ 42.53	26.26
Ornamental, Reinforcing		
and Structural	\$ 47.45	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER) Area 1.....\$ 37.75 29.69

Area	Τ	57.75	29.09
Area	2\$	36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes
LABORER (TRAFFIC CONTROL/LANE
CLOSURE)
Escort Driver, Flag Person..\$ 36.26 27.30
Traffic Control Person I....\$ 36.56 27.30
Traffic Control Person II...\$ 34.06 27.30

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 07/01/2023 SAN JOAQUIN COUNTY Rates Fringes LABORER Mason Tender-Brick.....\$ 36.29 25.55 _____ LAB00073-005 06/26/2023 Rates Fringes Tunnel and Shaft Laborers: GROUP 1.....\$ 45.89 27.72 GROUP 2.....\$ 45.66 27.72 GROUP 3.....\$ 45.41 27.72 GROUP 4.....\$ 44.96 27.72 GROUP 5.....\$ 44.42 27.72 Shotcrete Specialist.....\$ 46.41 27.72 TUNNEL AND SHAFT CLASSIFICATIONS GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level) GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	¢ 26 20	27.30
GROUP 1		27.30
GROUP 1-a		27.30
GROUP 1-c	•	27.30
GROUP 1-e		27.30
GROUP 1-f		23.20
GROUP 2		27.30
GROUP 3		27.30
GROUP 4		27.30
See groups 1-b and 1-d under la	•	
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS)		
(1) New Construction	.\$ 35.25	27.30
(2) Establishment Warranty		
Period	.\$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	.\$ 36.46	27.30
GROUP 2	.\$ 35.96	27.30
GROUP 3	.\$ 35.37	27.30
GROUP 4	.\$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	.\$ 35.50	27.30
GROUP 2	.\$ 35.35	27.30

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 bucker; 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 shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard. The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"". _____ GUNITE LABORER CLASSIFICATIONS GROUP 1: Structural Nozzleman GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LAB00073-009 07/01/2023 CALAVERAS AND SAN JOAQUIN COUNTIES Rates Fringes LABORER (Plaster Tender).....\$ 39.77 28.54 Work on a swing stage scaffold: \$1.00 per hour additional. -----LAB00261-003 07/01/2023 SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 37.26 Traffic Control Person I....\$ 37.56 Traffic Control Person II...\$ 35.06 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1\$ 45.89	27.72
GROUP 2\$ 45.66	27.72
GROUP 3\$ 45.41	27.72
GROUP 4\$ 44.96	27.72
GROUP 5\$ 44.42	27.72
Shotcrete Specialist\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method) GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

_____ LAB00261-009 06/26/2023 SAN FRANCISCO, AND SAN MATEO COUNTIES Rates Fringes LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist Group.....\$ 37.20 27.30 GROUP 1.....\$ 36.50 27.30 GROUP 1-a....\$ 36.72 27.30 GROUP 1-c....\$ 36.55 27.30 GROUP 1-e....\$ 37.05 27.30 GROUP 1-f.....\$ 31.37 23.20 GROUP 2....\$ 36.35 27.30 GROUP 3.....\$ 36.25 27.30 GROUP 4.....\$ 29.94 27.30 See groups 1-b and 1-d under laborer classifications. LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) (1) New Construction.....\$ 36.25 27.30 (2) Establishment Warranty Period.....\$ 29.94 27.30 LABORER (WRECKING - AREA A:) GROUP 1.....\$ 36.50 27.30 GROUP 2....\$ 36.35 27.30 Laborers: (GUNITE - AREA A:) GROUP 1.....\$ 37.46 27.30 GROUP 2.....\$ 36.96 27.30 GROUP 3.....\$ 36.37 27.30 GROUP 4.....\$ 36.25 27.30

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 bucker; 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 shal 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 07/01/2023 SAN FRANCISCO AND SAN MATEO COUNTIES: Rates Fringes

MASON TENDER, BRICK.....\$ 37.05 27.45

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 07/01/2023 SAN FRANCISCO AND SAN MATEO COUNTIES: Rates Fringes PLASTER TENDER.....\$ 41.93 30.32 Work on a swing stage scaffold: \$1.00 per hour additional. _____ LAB00270-003 07/01/2023 AREA A: SANTA CLARA AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES Fringes Rates LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person Area A....\$ 37.26 27.30 Area B.....\$ 36.26 27.30 Traffic Control Person I Area A....\$ 37.56 27.30 Area B.....\$ 36.56 27.30 Traffic Control Person II Area A....\$ 35.06 27.30 Area B.....\$ 34.06 27.30 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions. LAB00270-004 06/26/2023 MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES Rates Fringes Tunnel and Shaft Laborers: GROUP 1.....\$ 45.89 27.72 GROUP 2....\$ 45.66 27.72 GROUP 3.....\$ 45.41 27.72 GROUP 4.....\$ 44.96 27.72 GROUP 5.....\$ 44.42 27.72

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 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER Mason Tender-Brick	\$ 36.29	25.55
LAB00270-007 06/26/2023		
MONTEREY, SAN BENITO AND SANTA	A CRUZ COUNTIES	
	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B) Construction Specialist		
Group	\$ 36.20	27.30
GROUP 1	\$ 35.50	27.30
GROUP 1-a	\$ 35.72	27.30
GROUP 1-c	\$ 35.55	27.30

GROUP 1-e....\$ 36.05

- - -

27.30

GROUP 1-f\$ 36.08	27.30
GROUP 2\$ 35.35	27.30
GROUP 3\$ 35.25	27.30
GROUP 4\$ 28.94	27.30
See groups 1-b and 1-d under laborer classificat:	ions.
LABORER (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA B)	
(1) New Construction\$ 35.25	27.30
(2) Establishment Warranty	
Period\$ 28.94	27.30
LABORER (GUNITE - AREA B)	
GROUP 1\$ 36.46	27.30
GROUP 2\$ 35.96	27.30
GROUP 3\$ 35.37	27.30
GROUP 4\$ 35.25	27.30
LABORER (WRECKING - AREA B)	
GROUP 1\$ 35.50	27.30
GROUP 2\$ 35.35	27.30

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 bucker; 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 shal 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, Grou	ndman
GROUP 3: Reboundman	
GROUP 4: Gunite laborer	
WRECKING WORK LABORER CLASSIFICATIONS	
GROUP 1: Skilled wrecker (removing and windows and materials)	salvaging of sash,
GROUP 2: Semi-skilled wrecker (salvagi materials)	ng of other building
LAB00270-010 06/26/2023	
SANTA CLARA COUNTY	
Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)	
Construction Specialist	
Group\$ 37.20	
GROUP 1\$ 36.50 GROUP 1-a\$ 36.72	27.30 27.30
GROUP 1-c\$ 36.55	
GROUP 1-e\$ 37.05	
GROUP 1-f\$ 37.08	
GROUP 2\$ 36.35	27.30
GROUP 3\$ 36.25	27.30
GROUP 4\$ 29.94	27.30
See groups 1-b and 1-d under laborer c	lassifications.
LABORER (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA A:)	
<pre>(1) New Construction\$ 36.25 (2) Establishment Wannanty</pre>	27.30
<pre>(2) Establishment Warranty Period\$ 29.94</pre>	27.30
LABORER (GUNITE - AREA A:)	27.50
GROUP 1\$ 37.46	27.30
GROUP 2\$ 36.96	
GROUP 3\$ 36.37	
GROUP 4\$ 36.25	
LABORER (WRECKING - AREA A:)	

GROUP 1	.\$ 36.50	27.30
GROUP 2	.\$ 36.35	27.30

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 bucker; 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 shal 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 07/01/2023 MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES Rates Fringes LABORER (Plaster Tender).....\$ 40.68 29.68 Work on a swing stage scaffold: \$1.00 per hour additional. _____ LAB00294-001 07/01/2023 FRESNO, KINGS AND MADERA COUNTIES Rates Fringes LABORER (Brick) Mason Tender-Brick.....\$ 36.29 25.55 _____ LAB00294-002 07/01/2023 FRESNO, KINGS, AND MADERA COUNTIES Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 36.26 27.30 Traffic Control Person I....\$ 36.56 27.30 Traffic Control Person II...\$ 34.06 27.30 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions. _____ LAB00294-005 06/26/2023 FRESNO, KINGS, AND MADERA COUNTIES Rates Fringes Tunnel and Shaft Laborers: GROUP 1.....\$ 45.89 27.72 GROUP 2.....\$ 45.66 27.72

GROUP 3\$	45.41	27.72
GROUP 4\$	44.96	27.72
GROUP 5\$	44.42	27.72
Shotcrete Specialist\$	46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; 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 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT IARORERC ADEA DO

LABORERS - AREA B:)	
Construction Specialist	
Group\$ 36.20	27.30
GROUP 1\$ 35.50	27.30
GROUP 1-a\$ 35.72	27.30
GROUP 1-c\$ 35.55	27.30
GROUP 1-e\$ 36.05	27.30
GROUP 1-f\$ 36.08	27.30
GROUP 2\$ 35.35	27.30
GROUP 3\$ 35.25	27.30
GROUP 4\$ 28.94	27.30
See groups 1-b and 1-d under laborer classificat:	ions.
LABORER (GARDENERS,	

HORTICULTURAL & LANDSCAPE	
LABORERS - AREA B:)	
(1) New Construction\$ 35.25	27.30
(2) Establishment Warranty	
Period\$ 28.94	27.30
LABORER (GUNITE - AREA B:)	
GROUP 1\$ 36.46	27.30
GROUP 2\$ 35.96	27.30
GROUP 3\$ 35.37	27.30
GROUP 4\$ 35.25	27.30
LABORER (WRECKING - AREA B:)	
GROUP 1\$ 35.50	27.30
GROUP 2\$ 35.35	27.30

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 bucker; 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 shal 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 07/01/2023 CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE Rates Fringes Plasterer tender.....\$ 39.77 28.54 Work on a swing stage scaffold: \$1.00 per hour additional. LAB00294-011 07/01/2023 FRESNO, KINGS, AND MADERA COUNTIES Rates Fringes LABORER (Plaster Tender).....\$ 39.77 28.54 Work on a swing stage scaffold: \$1.00 per hour additional. LAB00304-002 07/01/2023 ALAMEDA COUNTY Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 37.26 27.30 Traffic Control Person I....\$ 37.56 27.30 Traffic Control Person II...\$ 35.06 27.30 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2023

ALAMEDA COUNTY

		Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1	\$ 45.89	27.72
GROUP	2	\$ 45.66	27.72
GROUP	3	\$ 45.41	27.72
GROUP	4	\$ 44.96	27.72
GROUP	5	\$ 44.42	27.72
Shotcr	rete Specialist	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/26/2023

ALAMEDA COUNTY

LABORER (CONSTRUCTION CRAFT	
LABORERS - AREA A:)	
Construction Specialist	
Group\$ 37.20	27.30
GROUP 1\$ 36.50	27.30
GROUP 1-a\$ 36.72	27.30
GROUP 1-c\$ 36.55	27.30
GROUP 1-e\$ 37.05	27.30
GROUP 1-f\$ 37.08	27.30
GROUP 2\$ 36.35	27.30
GROUP 3\$ 36.25	27.30
GROUP 4\$ 29.94	27.30
See groups 1-b and 1-d under laborer classification	ons.
LABORER (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA A:)	
<pre>(1) New Construction\$ 36.25</pre>	27.30
(2) Establishment Warranty	
Period\$ 29.94	27.30
LABORER (GUNITE - AREA A:)	
GROUP 1\$ 37.46	27.30
GROUP 2\$ 36.96	27.30
GROUP 3\$ 36.37	27.30
GROUP 4\$ 36.25	27.30
LABORER (WRECKING - AREA A:)	
GROUP 1\$ 36.50	27.30
GROUP 2\$ 36.35	27.30

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 bucker; 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 shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:A: at demolition site for the salvage of the material.B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"". GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	\$ 37.05	27.45
FOOTNOTES: Work on jobs where required: \$2.00 per hour addit per hour additional. Manhole w	tional. Work at g	rinders: \$.25
LABO0304-008 07/01/2023		
ALAMEDA AND CONTRA COSTA COUNTIE	ES:	

	Rates	Fringes
Plasterer tender	\$ 41.93	30.32
Work on a swing stage scaffold:	\$1.00 per hour a	dditional.

LAB00324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person Traffic Control Person I Traffic Control Person II	\$ 37.56	27.30 27.30 27.30
TRAFFIC CONTROL PERSON I: Layou cushions, construction area and		
TRAFFIC CONTROL PERSON II: Inst temporary/permanent signs, mark cushions.	kers, delineator	rs and crash
LABO0324-006 06/26/2023		
CONTRA COSTA COUNTY		
	Rates	Fringes
Tunnel and Shaft Laborers: GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 Shotcrete Specialist	\$ 45.66 \$ 45.41 \$ 44.96 \$ 44.42	27.72 27.72 27.72 27.72 27.72 27.72 27.72
TUNNEL AND SHAFT CLASSIFICATIONS		
GROUP 1: Diamond driller; Grour nozzlemen	ndmen; Gunite ar	nd shotcrete
GROUP 2: Rodmen; Shaft work & r excavated ground level)	`aise (below act	cual or
GROUP 3: Bit grinder; Blaster, Cherry pickermen - where car is in tunnel; Concrete screedman; Gunite & shotcrete gunman & pot	s lifted; Concre Grout pumpman a man; Headermen;	ete finisher and potman; ; High

Gunite pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method) GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman _____ LAB00324-012 06/26/2023 CONTRA COSTA COUNTY Rates Fringes LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist Group.....\$ 37.20 27.30 GROUP 1.....\$ 36.50 27.30 GROUP 1-a....\$ 36.72 27.30 GROUP 1-c....\$ 36.55 27.30 GROUP 1-e....\$ 37.05 27.30 GROUP 1-f....\$ 37.08 27.30 GROUP 1-g.....\$ 36.70 27.30 GROUP 2.....\$ 36.35 27.30 GROUP 3.....\$ 36.25 27.30 GROUP 4.....\$ 29.94 27.30 See groups 1-b and 1-d under laborer classifications. LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:) (1) New Construction.....\$ 36.25 27.30 (2) Establishment Warranty Period.....\$ 29.94 27.30 LABORER (GUNITE - AREA A:) GROUP 1.....\$ 37.46 27.30 GROUP 2....\$ 36.96 27.30 GROUP 3.....\$ 36.37 27.30 GROUP 4.....\$ 36.25 27.30 LABORER (WRECKING - AREA A:) GROUP 1.....\$ 36.50 27.30 GROUP 2.....\$ 36.35 27.30 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 bucker; 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 shal 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: 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)

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 07/01/2023 CONTRA COSTA COUNTY: Rates Fringes Brick Tender.....\$ 37.05 27.45 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 07/01/2023 ALAMEDA AND CONTRA COSTA COUNTIES: Rates Fringes Plasterer tender.....\$ 41.93 30.32 Work on a swing stage scaffold: \$1.00 per hour additional. LAB01130-002 07/01/2023 MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 36.26 27.30 Traffic Control Person I....\$ 36.56 27.30 Traffic Control Person II...\$ 34.06 27.30 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 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

 Rates
 Fringes

 Tunnel and Shaft Laborers:
 GROUP 1.....\$ 45.89
 27.72

 GROUP 2.....\$ 45.66
 27.72

 GROUP 3.....\$ 45.41
 27.72

 GROUP 4.....\$ 44.96
 27.72

 GROUP 5.....\$ 44.42
 27.72

 Shotcrete Specialist.....\$ 46.41
 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

25.55

LABORER

Mason Tender-Brick.....\$ 36.29

LAB01130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE, COUNTIES

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist	
Group\$ 36.20	27.30
GROUP 1\$ 35.50	27.30
GROUP 1-a\$ 35.72	27.30
GROUP 1-c\$ 35.55	27.30
GROUP 1-e\$ 36.05	27.30
GROUP 1-f\$ 36.08	27.30
GROUP 2\$ 35.35	27.30
GROUP 3\$ 35.25	27.30
GROUP 4\$ 28.94	27.30
See groups 1-b and 1-d under laborer classification	
LABORER (GARDENERS,	0115 •
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA B:)	
(1) New Construction\$ 35.25	27.30
(2) Establishment Warranty	27.50
Period\$ 28.94	27.30
LABORER (GUNITE - AREA B:)	27.50
GROUP 1\$ 36.46	27.30
GROUP 2\$ 35.96	27.30
	27.30
GROUP 3\$ 35.37 GROUP 4\$ 35.25	27.30
	27.50
LABORER (WRECKING - AREA B:)	27 20
GROUP 1\$ 35.50 GROUP 2\$ 35.35	27.30 27.30
	27.50

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 vd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; 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 shal 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 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

Work on a swing stage scaffold: \$1.00 per hour additional. LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (Plaster Tender).....\$ 39.77 28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Painters:.....\$ 50.51 27.66

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 houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	\$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes PAINTER Brush.....\$ 40.85 22.40 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 01/01/2024 SAN FRANCISCO COUNTY Rates Fringes PAINTER.....\$ 54.13 27.66 _____ PAIN0169-001 01/01/2023 FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES: Rates Fringes GLAZIER.....\$ 44.33 28.88 _____ PAIN0169-005 01/01/2024 ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES Rates Fringes GLAZIER.....\$ 56.22 34.00 _____ PAIN0294-004 07/01/2023 FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

Drywall Finisher/Taper\$ 35.74 21.80 FOOTNOTE: Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional. PAIN0294-005 01/01/2023			
PAIN0294-005 01/01/2023			
FRESNO, KINGS & MADERA			
Rates Fringes			
SOFT FLOOR LAYER\$ 38.53 23.19 PAIN0767-001 01/01/2024			
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:			
Rates Fringes			
GLAZIER\$ 43.25 35.62			
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 IMPRØVEMENT			
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 17.62			

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic

stripes and markings			
GROUP 2: Gamecourt & Playground Installer			
GROUP 3: Protective Coating, Pavement Sealing			
PAIN1237-003 01/01/2024			
CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:			
	Rates	Fringes	
SOFT FLOOR LAYER		26.59	
PLAS0066-002 07/01/2019			
ALAMEDA, CONTRA COSTA, SAN MATEO	AND SAN FR	ANCISCO COUNTIES:	
	Rates	Fringes	
PLASTERER	.\$ 42.41	30.73	
PLAS0300-001 07/01/2018			
	Rates	Fringes	
PLASTERER AREA 188: Fresno AREA 224: San Benito,	.\$ 32.70	31.68	
Santa Clara, Santa Cruz AREA 295: Calaveras & San	.\$ 32.88	31.68	
Joaquin Couonties		31.68	
AREA 337: Monterey County. AREA 429: Mariposa,	.\$ 32.88	31.68	
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 07/01/2023			
SAN FRANCISCO COUNTY			
	Rates	Fringes	

Rates Fringes

PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	\$ 85.50	48.98
PLUM0038-005 07/01/2023		
SAN FRANCISCO COUNTY		
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	\$ 72.68	32.91
PLUM0062-001 07/01/2024		
MONTEREY AND SANTA CRUZ COUNTIES		
	Rates	Fringes
PLUMBER & STEAMFITTER	\$ 53.00	41.70
PLUM0159-001 07/01/2024		
CONTRA COSTA COUNTY		
	Rates	Fringes
<pre>Plumber and steamfitter (1) Refrigeration (2) All other work</pre>		48.04 48.04
PLUM0246-001 07/01/2024		
FRESNO, KINGS & MADERA COUNTIES		
	Rates	Fringes
PLUMBER & STEAMFITTER	\$ 50.00	40.69
* PLUM0246-004 01/01/2017		
FRESNO, MERCED & SAN JOAQUIN COUN	IES	
	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	\$ 13.00 **	10.74
PIPE TRADESMAN SCOPE OF WORK: Installation of corrugated meta as installation of corrugated m connection with storm sewers an packing and diapering of joints	etal piping for d drains; Grout	culverts in ing, dry

paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	.\$ 74.00	47.45
PLUMBER, PIPEFITTER,		
STEAMFITTER		
ALAMEDA COUNTY	.\$ 74.00	47.45
PLUM0355-004 07/01/2024		

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	\$ 34.51	18.30	
PLUM0393-001 07/01/2021			
SAN BENITO AND SANTA CLARA COUNTIES			
	Rates	Fringes	
PLUMBER/PIPEFITTER	\$ 68.76	46.63	

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes	
PLUMBER & STEAMFITTER	.\$ 54.05	36.99	
PLUM0467-001 07/01/2024			
SAN MATEO COUNTY			
	Rates	Fringes	
Plumber/Pipefitter/Steamfitter	.\$ 83.75		
ROOF0027-002 01/01/2024			
FRESNO, KINGS, AND MADERA COUNTI	ES		
	Rates	Fringes	
ROOFER	.\$ 42.51	16.11	
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 08/01/2024			
SAN FRANCISCO & SAN MATEO COUNTIES:			
	Rates	Fringes	
ROOFER	.\$ 55.30	22.97	
ROOF0081-001 08/01/2023			
ALAMEDA AND CONTRA COSTA COUNTIE	S:		
	Rates	Fringes	
Roofer	.\$ 52.47	22.31	
ROOF0081-004 08/01/2024			

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes	
ROOFER	.\$ 49.65	22.19	
R00F0095-002 08/01/2023			
MONTEREY, SAN BENITO, SANTA CLAR	A, AND SANTA CRU	JZ COUNTIES:	
- , ,	-	Fringes	
	hates	1121603	
ROOFER Bitumastic, Enameler, Coal Tar, Pitch and Mastic			
worker	•	21.51	
Journeyman		21.51 21.51	
SFCA0483-001 08/01/2024			
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:			
	Rates	Fringes	
SPRINKLER FITTER (FIRE)			
SFCA0669-011 01/01/2024			
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:			
	Rates	Fringes	
SPRINKLER FITTER	.\$ 44.32	27.83	
SHEE0104-001 07/01/2020			
AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA			
AREA 2: MONTEREY & SAN BENITO			
AREA 3: SANTA CRUZ			

Rates Fringes SHEET METAL WORKER AREA 1: Mechanical Contracts under \$200,000.....\$ 55.92 45.29 All Other Work.....\$ 64.06 46.83 AREA 2....\$ 52.90 36.44 AREA 3.....\$ 55.16 34.18 _____ SHEE0104-003 07/01/2021 CALAVERAS AND SAN JOAQUIN COUNTIES: Rates Fringes SHEET METAL WORKER.....\$ 44.34 39.22 _____ SHEE0104-005 07/01/2021 MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES: Rates Fringes SHEET METAL WORKER (Excluding metal deck and siding).....\$ 41.28 45.41 -------SHEE0104-007 07/01/2021 FRESNO, KINGS, AND MADERA COUNTIES: Rates Fringes SHEET METAL WORKER.....\$ 44.07 40.79 _____ SHEE0104-015 07/01/2020 ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES: Rates Fringes SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55 SHEE0104-018 07/01/2020 CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes	
Sheet metal worker (Metal decking and siding only)	\$ 44.45	35.55	
TEAM0094-001 07/01/2024			
	Rates	Fringes	
Truck drivers: GROUP 1 GROUP 2		33.25 33.25	
GROUP 3 GROUP 4 GROUP 5	\$ 42.14 \$ 42.49	33.25 33.25 33.25 33.25	

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 (2axle 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.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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.

END OF GENERAL DECISION"