



CITY OF EAST PALO ALTO  
CALIFORNIA

# **CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR CONSTRUCTION OF THE**

## **US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS**

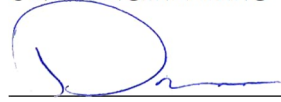
FOR USE WITH THE 2018 STANDARD SPECIFICATIONS AND STANDARD PLANS, OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE LABOR SURCHARGE AND EQUIPMENT RENTAL RATES IN EFFECT ON THE DATE THE WORK IS ACCOMPLISHED.



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The technical specifications contained herein have been prepared under the direction of the following Registered Persons:

CIVIL ENGINEERING



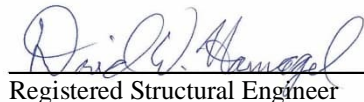
Registered Civil Engineer

09-30-2022

Date



STRUCTURAL ENGINEERING



Registered Structural Engineer

09-30-2022

Date



GEOTECHNICAL ENGINEERING



Registered Geotechnical Engineer

09-30-2022

Date



ELECTRICAL ENGINEERING



Registered Electrical Engineer

09-30-2022

Date



LANDSCAPE ARCHITECTURE



Registered Landscape Architect

09-30-2022

Date



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## SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018, and the Standard Plans dated 2018, of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between Standard Specifications, Special Provisions, and City Contract Documents & Specifications, the following shall take precedence:

1. Contract Documents & Specifications
2. Special Provisions
3. Caltrans 2018 Standard Specifications and Standard Plans

### Definitions and Terms

As used herein, unless the context otherwise requires, the following terms have the following meanings:

City or East Palo Alto - The City of East Palo Alto, a municipal corporation of the State of California.

Contractor - The person, firm, or corporation with whom the contract is made with the City.

Contract and Contract Documents - Everything contained in the bound volume and any and all other written instruments and drawings of every kind and nature attached to or made a part hereof, by reference or by operation of law; such as, but not limited to, Notice to Contractors, Instructions to Bidders, Proposal, Bonds, Specifications, General Conditions, Special Conditions, Drawings, and the Agreement which is prepared for execution by the City and the Contractor, and which is itself a part of the Contract Documents as above defined, and which by this reference and by reference made in such form of agreement includes all other "Contract Documents" the same as though they were set out in full therein, also, any and all supplemental written agreements, orders, or addenda amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

Department of Transportation - The City Council of the City of East Palo Alto, State of California.

Drawings/Plans - The contract plans entitled, "US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS", 9/30/2022

Engineer - The City Engineer of the City of East Palo Alto, State of California, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State - The City of East Palo Alto.

State Highway Engineer - The City Engineer of the City of East Palo Alto, State of California.

Standard Specifications - The 2018 edition of the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

Transportation Building – Sacramento - City Hall, City of East Palo Alto, State of California.

Work or Project - Everything required to be furnished or performed under the contract documents as above defined.

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

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

The bidder's attention is directed to Section 2-1.33C, "Subcontractor List," of the Standard Specifications. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security", of the Standard Specifications will be found following the signature page of the Proposal.

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

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 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. Each subcontract signed by the bidder must include this assurance.

### **2-1.01A FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

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

### **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).**

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

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

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

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

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

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

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

**A. Nondiscrimination Statement**

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

**B. Contract Assurance**

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

**C. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and nonDBE 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 the method below (Method 3) in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

**E. Termination and Substitution of DBE Subcontractors**

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

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

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

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

## **F. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

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

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

## **G. DBE RUNNING TALLY OF ATTAINMENTS**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

### **2-1.02A DBE GOAL FOR THIS PROJECT**

The City has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

**Disadvantaged Business Enterprise (DBE): TBD**

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

**2-1.02B NOT USED**

### **2-1.02C FEDERAL TRAINEE PROGRAM**

Contractor shall provide 8 trainees as specified in the Caltrans Local Assistant Procedure Manual Chapter 12.

### **2-1.02D INSTRUCTIONS TO BIDDERS**

#### **2-1.02D(1) Examination of Plans, Specifications and Site Of Work**

The bidder is required to examine carefully the site of the work, the proposed plans and specifications. Bidder shall satisfy themselves as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of these specifications and special conditions. The plans for the work show conditions as they are believed to exist, but it is not to be inferred that all of the conditions shown thereon are actually existent nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown

on the plans and the actual conditions revealed during the progress of the work or otherwise. The submission of this proposal shall be prima facie evidence that the bidder has made such an examination.

Any information shown on the plans as to the soil or material or tests of existing materials, is for the purpose of design and preparation of bid proposal. The information is not guaranteed, and no claims for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated.

**2-1.02D(2) Approximate Estimate**

The quantities given in the proposal and contract are approximate only, being given as a basis for the comparison of bids. The City's Department of Public Works does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary and advisable by the City Engineer.

**2-1.02D(3) Interpretation of Drawings and Documents**

If any bidder should find discrepancies in, or omissions from, the drawings, specifications or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a written request to the Engineer for correction, clarification, or interpretation of the point or points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the Engineer receives such a request, and it should be found that certain essential information is not clearly and fully set forth, or if the Engineer discovers errors, omissions or points requiring clarification in the drawings or documents, a written addendum will be mailed to each person to whom a set of contract documents has been delivered. The City will not be responsible for any instructions, explanations or interpretations of the documents presented to bidders in any manner other than written addendum.

**2-1.02D(4) Addenda**

The effect of all addenda to the contract documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting his bid, each bidder shall inform himself as to whether or not any addenda have been issued, and failure to cover in his bid any such addenda issued, may render his bid incomplete and result in its rejection.

**2-1.02D(5) Quality Assurance**

The City of East Palo Alto uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the City of East Palo Alto performs if they are available at the job site.

Schedule work to allow time for the QAP.

**2-1.02D(6) Bidders Interested In More Than One Bid**

No person, firm or corporation shall be allowed to make, file or to be interested in more than one bid for the same work unless s are called for. A person, firm or corporation who has submitted a subproposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a bid in his own behalf.

**2-1.02D(7) Withdrawal of Proposal**

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids and only by written request to the City Engineer. The request shall be executed by the bidder or his duly authorized representative.

**2-1.02D(8) Public Opening of Proposal**

Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors". Bidders or their authorized agents are invited to be present.

**2-1.02D(9) Relief of Bidders**

Attention is directed to the provisions of Public Contract Code Sections 10200 to 10205, inclusive (State Contract Act), concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was

made in his bid, the bidder shall give the City of East Palo Alto written notice, within five (5) days after the opening of the bids, of the alleged mistake, specifying in the notice in detail how the mistake occurred.

**2-1.02D(10) Disqualification of Bidders**

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices are obviously unbalanced may be rejected.

**2-1.02D(11) Previous Disqualification, Removal or Other Prevention of Bidding**

A bid may be rejected on the basis of a bidder, any principal of such bidder, or any employee of such bidder who has a proprietary interest in such a bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

**2-1.02D(12) Proposals**

Bids to receive consideration shall be made in accordance with the following instructions:

- a) Bids shall be made only upon the forms attached to and forming a part of the specifications; all bid items shall be properly filled out.
- b) All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and correction typed or written in with ink adjacent thereto, and must be initialed in ink by the person or persons signing the bid.
- c) Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.
- d) The City may require any bidder to furnish a statement of his experience, financial responsibility, technical ability, equipment and references, properly and fully filled out.
- e) Each bidder shall list his proposed subcontractors on the form accompanying the proposal, in accordance with the provisions of the specifications.
- f) Each bidder must accompany his bid with either a cashier's check drawn upon some responsible bank, or a check drawn upon such bank properly certified, or an approved corporate surety bond payable to the City of East Palo Alto for a sum not less than ten (10%) percent of the total sum of bid, which check or bond, and monies represented thereby, shall be held by the City as guarantee that the bidder, if awarded the contract, will in good faith enter into a contract and furnish the required bonds. The bidder agrees that in case of his refusal or failure to execute said contract and give said bonds within the time required by these documents, such check and bond and the money represented thereby shall remain the property of the City, and if the bidder shall fail to execute said contract, said surety will pay to the City the damages which the City may suffer by reason of such failure, not exceeding the sum of ten (10%) percent of the amount of the bid. A bid received and not accompanied by such cashier's check, certified check or approved bond, may be rejected.
- g) Bids shall be delivered to the City office specified in the "Notice to Contractors" on or before the day and hour set for the opening of bids. Bids shall be enclosed in a sealed envelope and shall bear the title of the work and name of the bidder.
- h) Bids may be withdrawn by the bidder prior to but not after the time fixed for opening of bids.

**2-1.02D(12) Federal Participation Disclosure**

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.



### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

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

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the City, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating to the satisfaction of the City, adequate good faith efforts to do so is a condition for being eligible for award of contract.

#### **3-1.01 OPENING OF BIDS**

Bids will be opened and read at the time and place set in the "Notice to Contractors" in the City Clerk's Office at 2415 University Avenue, East Palo Alto, California 94303. Bidders or their representatives and other interested persons, are invited to be present at the opening of bids.

#### **3-1.02 AWARD OR REJECTION OF BIDS**

The contract may be awarded to the lowest responsible and responsive bidder whose proposal complies with these and all other contract documents.

The City reserves the right to review bids for a period of time not to exceed thirty (30) calendar days after sealed bids have been opened, before formally awarding contract or rejecting bids. The City also reserves the right to reject any or all bids, and to waive any informality or technicality in bids received and any requirement of these specifications as to bidding procedure.

#### **3-1.03 EXECUTION OF CONTRACT**

The bidder to whom award is made shall execute a written contract with the City of East Palo Alto and furnish good and approved bonds specified by the City within five (5) days after submission or mailing to him of a form of contract for execution, unless an extension of time is granted to the bidder in writing. The contract shall be made in the form adopted by the City. If the bidder to whom the award is made fails to enter into the contract as herein provided, award may be annulled, and an award may be made to the lowest responsible bidder and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made shall furnish evidence of its corporate existence and evidence that the officer signing the contract and bonds for the corporation is duly authorized to do so.

#### **3-1.04 FAILURE TO EXECUTE CONTRACT**

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays and legal holidays, after such bidder has received notice that the contract has been awarded to him shall be just cause for the forfeiture of the proposal guarantee. The successful bidder may file with the Department of Public Works a written notice, signed by the bidder or his authorized representative, specifying that the bidder will refuse to execute the contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

#### **3-1.05 CONTRACT BONDS**

The successful bidder, simultaneously with the execution of the agreement, shall furnish a labor and materials bond, faithful performance bond, and payment bond, each in an amount equal to one hundred (100%) percent of the contract price, plus any increases authorized by the City, as hereinafter more particularly specified. Surety companies, to be acceptable to the City, must be authorized to do business in the State of California.

#### **3-1.06 RETURN OF PROPOSAL GUARANTEES**

Within ten (10) days after the award of the contract to the lowest responsible bidder, the Department of Public Works will return the proposal guarantees, other than bidders' bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guarantees will be held until the contract has been finally executed, after which all proposal guarantees, except bidders' bonds and any guarantees which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

### **3-1.07 BID PROTESTS**

Any city project for which competitive bidding is required may be subject to a bid protest. Grounds for bid protest shall be limited to computation errors, or violations of local, state, or federal law relating to the determination of low bidder. Any person or entity that submitted a bid on a City public project may file a bid protest. Bid protests, signed by the bidder or his authorized representative, must be submitted in writing to the City Engineer. Bid protests must be submitted by 5:00 PM 10 days after bid opening. Any bid protests received after this time will be rejected ultimately. Bid protests must identify the ground for the protest and must state all factual and legal grounds for the protest. An individual or entity may not submit more than one bid protest for a project. Bid protests must include copies of all documentation forming the basis for the protest. Bid protests must be signed by the person submitted the protest.

The City reserves the right to review bids as specified in section 3-1.02 of the specifications.

## **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities" of the Standard Specifications and these special provisions.

It is anticipated that the contract will be awarded by **December 15, 2022**. Time of completion for all (except plant establishment period) shall be:

**280 Working Days**

from the date a "Notice to Proceed" is issued to the Contractor by the City.

### **4-1.01 ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of the contract shall be made for any purpose without the written consent of the City and the sureties; provided, however, that the Contractor may make an assignment of any sums of money due or to become due under this contract as collateral for financial purposes in connection with the contract.

Any such assignment shall contain a clause in the instrument of assignment to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to all liens or claims of any kind whatsoever authorized by law, whether prior or subsequent, for services rendered or materials supplied for the performance of the work called for in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

### **4-1.02 PRECONSTRUCTION CONFERENCE**

Prior to the issuance of the Notice to Proceed, a preconstruction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, Contract Drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

### **4-1.03 LIQUIDATED DAMAGES**

It is agreed by the parties to the Contract that failure to complete the work or any part thereof in the time agreed upon in the Contract, or within such extra time as may have been allowed for delays or extensions granted as provided in the Contract, damage will be sustained by the City of East Palo Alto and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to the City of East Palo Alto the sum of **\$10,000 per day for each and every calendar day**, including Saturdays, Sundays and holidays, that the Contract remains uncompleted after the date required for completion(except plant establishment period work) ; and it is agreed that said amounts will be deducted from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the City Engineer shall have the right to increase the number of working days or not, as he may deem best to serve the interest of the City, and if he decides to increase said number of working days, City shall further have the right to charge to the Contractor, his heirs assigns, or sureties and to deduct from the final payment for the work all or any part, as he may deem proper, of the actual cost of engineering, inspection, superintendent, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor dispute, shortage of materials and freight, embargoes, provided that the Contractor shall notify the City Engineer in writing of the causes of delay within 5 days from the beginning of any such delay. The City Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

The Contractor shall diligently prosecute all work (including plant establishment) to completion before the expiration of

### **550 WORKING DAYS**

beginning on the date a "Notice to Proceed" is issued to the Contractor by the City.

The Contractor shall pay to the City the sum of \$950 per day, for each and every calendar day's delay in completing the work in excess of the number of working days prescribed above.

#### **4-1.04 MEASUREMENTS**

Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices therefore will be allowed on account of difference between actual measurements, dimensions, elevations and quantities, and those indicated on the drawings, and in the specifications, and difference thereto shall be submitted to the Engineer for consideration before proceeding with the work.

The quantities noted in the schedules of the proposal are estimates for comparing bids only.

#### **4-1.05 CONTRACTOR'S SCHEDULE OF WORK**

When required by the Engineer, and before beginning work on the site, the Contractor shall submit to the Engineer his proposed schedule of work under the contract. This schedule shall show the probable dates of commencement and completion of the various sections and features of the work; the starting point or points, and the direction in which the work will progress. **The critical path shall be clearly shown.** Failure to submit at any time a proper and adequate schedule as specified shall be adequate reason alone to delay approval of any partial payments until such required schedule is submitted and accepted.

The Contractor shall provide a three (3) week look-ahead schedule to the Engineer by Friday of each week showing in detail the location of scheduled work and any other relevant project activities.

Construction shall conform to this schedule or such modification as may be approved by the Engineer in writing.

Where the Contractor is to furnish major items or equipment or materials, the schedule shall include the proposed dates of manufacture and shipment of these items, and the names and locations of factories or other sources from which said items are to be obtained.

When required by the Engineer, the Contractor shall submit a breakdown of costs to be used for preparing periodic estimates which breakdown must meet with the approval of the Engineer.

#### **4-1.06 PROSECUTION AND COMPLETION OF WORK**

The Contractor shall at all times during the continuance of the contract, prosecute the work with such forces and equipment as in the opinion of the Engineer, are sufficient to complete the different portions of the work in the order required and within the specified time and to secure a satisfactory quality of work.

In the event any delay is caused the Contractor by strikes or other causes beyond his control, or by specific orders of the Engineer to stop work, or by performance of changes or extra work ordered by the Engineer, or by failure of the City to provide material when and if provided for in the specifications, or necessary rights of way or site for installation, such delay shall be cause for the granting of an extension of time for a period equivalent to the delay.

To obtain extension of time the Contractor shall, prior to the expiration of the contract period as established in the contract or as subsequently extended, make written application therefore to the Engineer, stating the cause of the delay. Upon the recommendation of the Engineer, and the approval of the City Manager, the Council shall, if it finds the delay to have been of the nature described above, grant by resolution such extension of time as may be equitable under the circumstances.

No extension of time shall relieve the sureties of any obligations under their bonds.

#### **4-1.07 FEDERAL HINDRANCE**

In entering into this contract, it is clearly understood by both parties hereto that conditions subsequently may rise resulting from, connected with, or growing out of any war, in which the United States may be engaged, or any national emergency or conditions created directly or indirectly by or for national defense, and which are entirely beyond the control of either party, in accordance with its terms and conditions.

It is therefore mutually understood and agreed, nothing herein contained to the contrary notwithstanding, that in the event the Contractor shall be prevented from performing the contract or any part thereof by reason of the conditions above stated, the following procedure shall govern.

The Contractor shall in writing, notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability, if required; he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the Contractor, the City, pursuant to resolution of the City Council may:

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work, or in the materials or equipment required in order to enable performance of the contract; or
- (d) Waive performance of that part of the contract which is impossible, or supply substitute materials for those unavailable. Where this remedy is resorted to, the payment due the Contractor shall be diminished to the extent of the work not required to be performed or materials not required to be supplied, based so far as practicable upon unit prices bid.

If none of the foregoing procedures are adopted by resolution of the City Council within thirty (30) days after the City is satisfied and so finds that the Contractor is unable to perform for the reasons above stated, then either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

#### **4-1.08 SUSPENSION OF CONTRACT**

If the Contractor fails to begin the delivery of the material, or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the Engineer will insure full compliance with the contract within the time limit, or if in the opinion of the Engineer, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, a written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract, and if he neglects or refuses to comply with such notice, the Engineer may with the written consent of the City Manager and consent of the City Council evidenced by resolution, suspend the operation of all or any part of the contract, or the Engineer may in his discretion after such notice, at the expense and for the account of the Contractor, perform any part of the work, or purchase any or all of the materials included in the contract or required for the completion thereof, without suspending the contract.

Upon suspension of the contract by the Engineer, he may, at his discretion take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the work covered by the contract or that have been delivered by or on account of the Contractor for the use in connection therewith, and the same may be used either directly by the City or by other parties for it, in the completion of the work suspended; or the City may employ other parties to perform the work or may substitute other machinery or material or purchase the materials contracted for in such manner as it may deem proper or hire such force and buy such machinery, tools, appliances, materials and supplies at the Contractor's expense as may be necessary for the proper conduct and completion of the work. Any cost to the City in excess of the contract price arising from the suspension of the contract, or from work performed or purchases made by the City either before or after suspension, and required on account of the failure of the Contractor to comply with his contract or other orders of the Engineer issued in pursuance thereof will be charged to the Contractor and his sureties, who shall be liable therefor.

A special lien to secure the claims of the City in the event of suspension of the contract is hereby created against any property of the Contractor taken into the possession of the City under the terms hereof, and such lien may be enforced by a sale of such property under the direction of the Council, and the proceeds of the sale, after deducting all expenses thereof, and connected therewith, shall be entitled to the Contractor. If the net credits shall be in excess of the claims of the City against the Contractor, the balance will be paid to the Contractor or his legal representatives.

If, in the opinion of the Engineer, an emergency exists for the furnishing of certain material or the performance of certain work in order to insure compliance with the terms of the contract and if the Contractor fails to furnish such material or to perform such work within a reasonable time fixed by written notice from the Engineer to the Contractor, then the Engineer shall have the power to furnish such material or to perform such work at the expense of the Contractor and his sureties who shall be liable therefore.

In the determination of a question whether there has been such noncompliance with the contract as to warrant its suspension or the furnishing of material or the performance of work by the City as herein provided, the decision of the Engineer, when approved by the City Manager and by the Council evidenced by resolution, shall be final and binding upon both parties. Suspension of the contract or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the contract or the suspended portions thereof. The provisions of the contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes, and other stipulations of the contract except those giving the Contractor the right to proceed with work on the items covered by the suspension shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment of account made.

The Contractor shall not make any disposition of the plant, machinery, tools, appliance, supplies or material used on or in connection with the work, either by sale, conveyance or encumbrance, inconsistent with the special lien of the City expressly created by this contract.

#### **4-1.09 SITE MEETINGS**

The Contractor and subcontractor shall schedule meetings with the Engineer at the work site weekly. Minutes for the weekly meetings will be prepared by the Engineer and will be considered accurate unless the Engineer is notified to the contrary in writing three (3) days after receipt of the minutes.

## **SECTION 5. GENERAL**

### **5-1.01 LABOR NONDISCRIMINATION.**

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

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination", of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **5-1.02 PREVAILING WAGE.**

Attention is directed to Section 7-1.02K(1), "Wages", of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of East Palo Alto, 1960 Tate Street, East Palo Alto, CA, 94303. These wage rates are included in the Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. Wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

### **5-1.03 BUY AMERICA REQUIREMENTS.**

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

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

Production includes:

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

### **5-1.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

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

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

### **5-1.05 SUBCONTRACTOR AND DBE RECORDS**

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

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

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02 of these special provisions.

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

#### **5-1.06 DBE CERTIFICATION STATUS**

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

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

#### **5-1.07 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the City/County to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the City/County.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.



### **5-1.08 SUBCONTRACTING**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting", and Section 2, "Bidding," and Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at <http://www.dir.ca.gov/dlse/debar.html>.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions.

This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

### **5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 day of receipt of each payment may take place only for good cause and with the agency's prior written approval. 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. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

### **5-1.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

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

### **5-1.11 PAYMENTS**

Attention is directed to Section 9-1.16, "Progress Payments", and Section 9-1.17, "Payment After Contract Acceptance", of the Standard Specifications and these special provisions.

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

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

### **5-1.12 PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS**

The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the City fails to pay promptly, the City shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the City shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

### **5-2.01 CONTRACTOR'S BONDS**

The Contractor shall furnish a Labor and Materials Bond, prior to complete execution of the Contract by the City, in an amount not less than one hundred (100%) percent of estimated contract price, to be paid to the City of East Palo Alto conditioned upon the payments by said Contractor for all materials, services, supplies and transportation furnished in the performance of the work contracted to be done by the terms of said contract, and for any work or labor of any kind done thereon.

The Contractor shall also furnish a Faithful Performance Bond, prior to complete execution of the Contract by the City, in an amount not less than one hundred (100%) percent of the estimated contract price, to be paid to the City, conditioned upon the faithful performance by the Contractor of all covenants and stipulations in the contract.

The contractor shall furnish a Payment Bond, prior to complete execution of the Contract by the City, in an amount not less than one hundred percent (100%) of estimated contract price, to be paid to the City of East Palo Alto conditioned upon the payments by said Contractor for payment of claims of laborers, mechanics, or materials employed in the performance of the work contracted to be done by the terms of said contract.

In the event that Contractor fails to perform any obligation on its part to be performed hereunder, Contractor agrees to pay all costs and expenses incurred by City in security performance of such obligation and if suit be brought by City to enforce this agreement, Contractor agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.

If, during the continuance of the contract, any of the sureties, in the opinion of the City Council evidenced by resolution, are or become irresponsible, the City Council may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of said Council, within ten (10) days after notice, and in default thereof, the contract may be suspended by the City Council evidenced by resolution, and the materials may be purchased or the work completed as elsewhere provided in these specifications.

### **5-2.02 CONTRACTOR'S FINANCIAL OBLIGATIONS**

The Contractor shall make prompt payments for all labor, materials, and services furnished to or for him in accordance with the contract requirements.

### **5-2.03 INSURANCE**

Contractual Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage

at least as broad as the unmodified ISO CG 00 01 CGL policy. Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending cancellation of the policy. Contractor shall notify City of any pending change to the policy that would result in noncompliance with the requirements of this Agreement. All certificates shall be filed with the City.

Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

Waiver of Subrogation: Contractor hereby agrees to waiver rights of subrogation which any insurer of Contractor may require from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Commercial General Liability Insurance: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$25,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Insurance: Coverage at least as broad as Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$10,000,000** per accident for bodily injury and property damage.

Builder's Risk (Course of Construction): Contractor shall maintain insurance utilizing an "All Risk" (Special Perils) coverage form, with limits no less than **\$8,600,000** or the construction value and no coinsurance penalty provisions.

Completed Operation Coverage: Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance and Additional Insured Endorsements for a minimum of five (5) years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City shall be entitled to the broader coverage and/or the higher limits available to the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.

Additional Insureds: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insured on any such policies of comprehensive general and automobile liability insurance with coverage at least as broad as ISO CG 20 10 and CG 20 37.

Primary Insurance Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded thereby to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only. Contractor shall provide endorsement at least as broad as ISO CG 20 01 04 13.

Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all

further work pursuant to this Agreement.

Surety Bonds: Contractor shall provide the following Surety Bonds: bid bond, performance bond, payment bond, and maintenance bond.

**The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insured** on any such policies of comprehensive general and automobile liability insurance. Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded thereby to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.

Proof of all such insurance shall be given by filing certificates of such insurance with the City Engineer prior to signing of the contract by the City.

#### **5-2.04 COMPLIANCE WITH LAWS**

The Contractor shall conduct the work in compliance with all laws and regulations of the United States Government, the State of California, the County of San Mateo, and the City, limiting or controlling the work in any manner.

#### **5-2.05 APPRENTICESHIP STANDARDS**

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certification, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

#### **5-2.06 DISCRIMINATION**

No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

#### **5-2.07 PATENTS**

The Contractor shall hold and save the City, its officers, agents, servants and employees harmless from liability of any nature or kind or any claim therefor, including costs and expenses for or on account of any patented invention, article, or appliance included in the material or supplies furnished under this contract, and should the Contractor, his agents, servants, employees, or any of them be enjoined from furnishing or using any invention, article, material, or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials, or appliances, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, material or appliances may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount hereof from him and his sureties, notwithstanding final payment under this contract may have been made.

The provisions of this paragraph don't apply to articles which the Contractor is required to manufacture or furnish in accordance with detail drawings furnished by the City included in this Contract. They shall apply, however, where such drawings and the specifications cover only the type of device without restriction as to details.

#### **5-2.08 SUBCONTRACTORS**

No subcontractor will be recognized as such by the City, and all persons engaged by the Contractor in work of furnishing labor, materials, and equipment or any one or more of them, will be considered as employees of the Contractor, except regarding insurance as provided elsewhere herein.

The Contractor shall list in the sheet provided herein, the name, place of business and certification (MBE, WBE, DBE), if any, of each subcontractor who will perform work of labor, or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one (.5%) percent of the Contractor's total bid, and shall also list the portion of the work which will be done by such subcontractor.

If the Contractor fails to list a subcontractor for any portion of the work to be performed under the contract, in excess of one-half of one (.5%) percent of the Contractor's bid, then the Contractor shall perform that portion of the work himself.

The Contractor shall not substitute any person or subcontractor in place of the sub-contractor designated in the original bid; nor shall be permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original sub-contractor listed in the bid; nor shall he sublet or subcontract any portion of the work in excess of one-half of one (.5%) percent of the Contractor's total bid which was not listed in the original bid, except as provided hereafter.

The City may consent to the substitution of another subcontractor when, the subcontractor named in the bid, after having a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon these contract documents and the terms of the named subcontractor's bid is presented to him by the Contractor.

The City may permit subletting or subcontracting of any portion of the work in excess of one-half of one (.5%) percent to the Contractor's total bid when no subcontractor was designated in the original bid, in cases of public emergency or

necessity, after a finding reduced to writing by the engineer, setting forth facts constituting the emergency or necessity and evidence by resolution of the Council.

In general, it is the intention that not more than fifty (50%) percent of work shall be subcontracted. The listing of more than fifty (50%) percent may cause a rejection of the bid, if in the opinion of the City, such extensive subcontracting is undesirable. The subcontract shall contain a reference to the agreement between the City and the principal contractor and the terms of that agreement and all parts thereof shall be made a part of such sub-contract insofar as applicable to the work covered thereby. All work or material furnished by a subcontractor shall be guaranteed by the Contractor and the City will hold the Contractor responsible therefore.

#### **5-2.09 PLANS, SPECIFICATIONS, AND WORK**

The plans together with the specifications attached hereto, will govern the work to be done. Anything mentioned in these specifications and not shown on the plans and detail drawings or shown on the Plans and detail drawings and not mentioned in these specifications shall be of like effect as though shown or mentioned in both. In case of any conflict between Plans, General Conditions and Special Conditions, Special Conditions shall govern over Plans and General Conditions, and Plans shall govern over General Conditions.

The Engineer may furnish from time to time such detail drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the proposal, agreement or detail specifications. In cases where the contract work or any portion thereof is to be performed in accordance with drawings, specifications, lists of data submitted by the Contractor and approved by the Engineer, such approved drawings, etc., shall become portions of the Plans and Specifications as regards the specific matters to which such approval applies. The Contractor shall be solely responsible for the correctness of the measurements and other essential information submitted by him and for the correlation of the various portions and features of the work which are or may be affected by such measurements and information.

Any change required by the Engineer in the drawings, etc. submitted for approval by the Contractor, shall be considered as necessary in order to comply with the requirements of the plans and specifications, and shall not be the basis of any claim for extra compensation over and above the bid price for the work, except where changes involving the extra work are expressly authorized and ordered in accordance with the section of these specifications relating to changes and extra work.

A copy of the plans and specifications shall be kept upon the work at all times during its progress, and access thereto shall at all times be accorded the Engineer.

The Contractor shall, for the price bid, furnish all supervision, labor, materials, transportation and equipment necessary to execute the work in every respect in a thorough, workmanlike manner in accordance with the plans, profiles and specifications, and to the satisfaction of the Engineer. All work shall, during its progress and until its completion, conform to the lines, elevations and grades shown on said plans and profiles.

#### **5-2.10A CHANGED CONDITIONS**

##### ***a. Differing Site Conditions***

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

***b. Suspensions of Work Ordered by the Engineer***

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

***c. Significant Changes in the Character of Work***

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**5-2.10B CHANGES AND EXTRA WORK**

The City reserves the right to require changes or extra work and the Contractor shall perform such changes or extra work upon written authorization and specifications as to the amount and method of compensation as hereafter provided.

- (a) What constitutes a "change" or "extra work"?

1. A variation of 25% or less between estimated and actual quantities of work or material required to construct a project in accordance with the plans and specifications as they exist at the time the bids are opened, does not constitute a change or extra work; does not require additional authorization, and the said quantities shall be paid for at the unit or lump sum prices established in the bid.
  2. A variation between definite quantities of work or material specified in the plans and specifications as they exist at the time bids are opened and upon which quantities or unit prices are bid and the quantities required under revised or modified plans and specifications is a change.
  3. The furnishing of material or performance of work which unit prices have been bid on the basis of estimated quantities, but which materials or work is required to be done under revised or modified plans and specifications, is a change.
  4. Revisions or modifications of the plans and specifications such as, but not limited to, those affecting designs or materials, installation or construction, shapes, dimensions or locations or changes.
  5. Supplying work or material for which no unit prices have been bid and which are not included in the plans and specifications as they exist at the time bids are opened but which are required under revised or modified plans and specifications is extra work.
- (b) Contractor shall not be entitled to any additional compensation for change or extra work unless the same has been authorized in writing (hereafter referred to as "Change Order" or "Order for Extra Work") which describes the change or extra work to be done and the amount and method of compensation therefore hereafter provided. No Change Order or Order for Extra Work shall be valid unless dated and signed by the Contractor (or by his agent previously authorized in a writing delivered to City to execute said Change Order or Order for Extra Work), the authorized representative of City and City Engineer as hereafter provided.
- (c) Amount and Method of Compensation
1. When a variation is made in quantities of work or materials specified in the bid upon which unit prices were bid, compensation therefore shall be at the unit prices so bid.
  2. When a variation is made for which no bid items were specified, compensation therefore shall be at unit prices or lump sum agreed to by the parties.
  3. In the event that unit prices or a lump sum cannot be agreed to, then compensation shall be computed on a "cost plus" basis as follows:
- (d) Cost Plus
1. Cost plus will be the direct costs paid for labor, materials and equipment used in performing the extra work determined as provided in the following sub-paragraph I, "Labor," sub-paragraph II, "Materials," and sub-paragraph III, "Equipment Rental."

To the total of the direct costs completed as provided in sub-paragraphs I, II and III, there will be added a markup of 10% to the cost of labor and 10% to the cost of materials and to the cost of equipment rental.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include' all items of expense not specifically designated as cost or equipment rental in sub-paragraphs I, II, and III. The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

#### I. Labor

The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:



- (a) Actual Wages - The actual paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.
- (b) Labor Surcharge - To the Actual Wages, as defined in I(a), will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in I(a) and subsistence and travel allowances specified in I(e).
- (c) Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

II. Materials:

Material charges must be supported by suppliers' original invoices marked "Paid" with the suppliers' name, with the name or initials of the individual receipting the invoice.

Cash and trade discounts allowed by the suppliers must be deducted from the invoice amount.

Invoices in turn must be supported by original delivery tickets showing receipt of materials and signatures of Contractor's representative.

In the case of materials withdrawn from the Contractor's own stock, a typed list of such materials shall be presented on the Contractor's bill head or letterhead, showing:

Quantities  
Units (each, pound, dozen, etc.)  
Description of articles  
Unit cost (including applicable sales tax)  
Amount

All charges for such materials shall be supported by Contractor's receipted delivery tickets approved by the Engineer.

III. Equipment Rental

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in I "Labor."

1. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
2. The amount, but not the price, of all changes or extra work performed shall be entered upon report sheets, furnished by the Engineer, and signed by both parties, which daily reports shall thereafter be considered the true record of extra work done.
3. All claims of the Contractor for compensation for changes or extra work shall be made in the form of itemized invoices in triplicate and shall be presented together with the data set forth below within thirty (30) days after

the close of the calendar month during which the extra work or material covered by such claim is alleged to have been furnished.

The Contractor shall permit an examination by the auditor of the City of East Palo Alto of all accounts, bills and vouchers relating to the extra work and claims and shall be paid in the course of business only to the extent that expenditures are provable by the Contractor.

(a) Authorization by City

1. Except as hereafter provided, all change orders or orders for extra work must be approved by the City Council.
2. Provided, however, City Engineer, with permission of the City Manager shall be authorized to approve a change order or order for extra work without the necessity of obtaining approval of the City Council when the individual change or extra work does not exceed a cost of Five Thousand Dollars (\$5,000).

(b) Payment for changes and extra work shall be made at the same time and in the same manner provided for payment of other work in these specifications, unless otherwise authorized by the City Council.

(c) Changes and extra work may be made by the City without notice to the Contractor's sureties, and shall not relieve the sureties of any obligation under their bonds.

**5-2.11 NOT USED**

**5-2.12 CHARACTER OF WORKMEN**

None but skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the Engineer, the Contractor shall take the necessary action to remove from the work any person who is in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. Such removal shall not be the basis of any claim for compensation of damages against the City or any of its officers.

**5-2.13 EIGHT-HOUR DAY**

The Contractor agrees that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract shall require or permit any laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 1810 and following of the Labor Code of the State of California. The Contractor shall forfeit as a penalty to the City, twenty-five dollars (\$25.00) for each calendar day in which such laborer, workman, or mechanic employed by him or by any subcontractor, for each calendar day in which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours during any one calendar day in violation with the provisions of Section 1811 of the Labor Code of the State of California, except as provided for under Section 1815 of the Labor Code.

**5-2.14 REPORTS**

The Contractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, or mechanics employed by him or by any subcontractor under him in connection with the work and also showing the actual hours worked and actual wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Engineer and to the Chief of the Division of Labor Law Enforcement of the Department of Industrial Relations, his deputies and agents.

All of the foregoing is in accordance with the provisions of Section 1776 of the Labor Code of the State of California.

**5-2.15 RIGHT-OF-WAY**

The right-of-way for work to be constructed under this contract will be provided by the City.

**5-2.16 CARE AND CUSTODY OF WORK**

The Contractor shall have full care and custody of the work until completion and acceptance by Resolution of the City Council and he shall be responsible for all damage to existing improvements during the time the work is in his care and custody.

### **5-2.17 ACCIDENT PREVENTION BARRICADES, SAFETY MEASURES, DETOURS, AND LANE CLOSURES**

The Contractor shall provide for the protection of persons and property and he shall observe the safety provisions of applicable laws, building and construction codes and safety regulations. Attention is directed to Section 7-1.04, "Public Safety", of the Standard Specifications.

The Contractor shall take all necessary measures to protect the work and prevent accidents during the construction. He shall provide and maintain sufficient night lights, barricades, guards, temporary sidewalks, temporary bridges, danger signals, watchmen and necessary appliances and safeguards to properly safeguard life and property. He shall also protect all excavation, equipment and materials with barricades and danger signals so that the public will not be endangered. He shall maintain temporary detours, if required by the Engineer, and keep same in usable condition.

The Contractor shall promptly provide necessary bridges across excavations for ingress and egress to places of business or residences and shall promptly remove surplus materials from the immediate vicinity of places of business. The Contractor shall be particularly careful in providing barricades and signalmen on any of the work that is constructed along or in highways or City streets. Free access shall be provided at all times to all fire hydrants unless otherwise authorized by the Engineer. Alternate cross streets shall be kept open at all times.

In the event that conditions hazardous to public safety exist as a result of the Contractor's operations, either directly or indirectly and the contractor has not provided adequate barricades, lights and other protective measures, the City may place such barricades, and lights and take such measures as are deemed necessary by the City. The Contractor will be charged for such services performed by the City and the amount of such, charge may be deducted from any sums due to the Contractor under the contract. The Contractor shall provide sufficient additional barricades and lights of his own to take care of the conditions mentioned above, at the earliest possible time, and shall notify the City Engineer of the fact that he has done so, and shall return forthwith the City's barricades and lights, and any other protective measures as directed. The Contractor shall observe requirements set forth in the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD).

The Contractor shall prepare and submit a traffic control plan for every location of work, conforming to the latest edition of the California MUTCD and the California Department of Transportation Standard Plans. The traffic control plans shall be submitted to and approved by the Engineer prior to mobilizing any of the sites. Revise the traffic control plan only as necessary, with the Engineer's approval.

The traffic control plan must include a detailed plan, including detours if necessary, for maintaining bicycle and pedestrian access through and past all work locations at all times. The designated pedestrian and/or bicycle paths shall be continuous, with street crossings clearly delineated.

Lane closures and work that interferes with traffic shall be limited to the hours of 9 a.m. and 3 p.m. on weekdays. Lane closures shall not be permitted on Saturday, Sunday, or legal holidays except by the express written permission of the Engineer. A minimum of one (1) uninterrupted lane of traffic not less than 10 feet wide must be open for use by traffic in each direction of travel unless otherwise approved by the Engineer in writing.

### **5-2.18 PRESERVATION OF MONUMENTS**

The Contractor shall not disturb any monuments or stakes without permission of the Engineer, and he shall bear the expense of locating, surveying and resetting any monuments or stakes which may be disturbed without permission.

All official survey monuments or benchmarks shall be carefully preserved. If a monument is anticipated to be disturbed, its location and elevation shall be referenced to at least four short ties (set iron pipes) and two copies of the field notes showing the ties shall be presented to the Engineer. A Surveyor registered in the State of California shall remark the monuments after construction is complete.

In cases of accidental damage or displacement of the monuments where, in the opinion of the Engineer, new concrete monuments are required, two copies of the field notes showing the new locations, ties and elevations shall be furnished to the Engineer. New monuments shall be of a type and quality in accordance with San Mateo County standard drawings and shall be placed in a manner consistent with good and recognized engineering and surveying practices in accordance with State of California regulations. Replacement of monuments shall be paid for at the Contractor's sole expense. Contractor's surveyor shall file maps and records with the County Surveyor.

**5-2.19 DATUM PLANE AND MEASUREMENT**

All distances and elevations shown on the plans, profiles or other drawings are in feet and decimal fractions thereof. All measurements on the plans are horizontal measurements unless otherwise shown.

**5-2.20 INSPECTION**

All materials furnished and work done under this contract will be subject to rigid inspection. The Contractor shall notify the Engineer forty-eight (48) hours in advance of any work to be done, in order that inspection may be provided, and shall prosecute the work only in the presence of an inspector. Work done in the absence of an inspector, without said written permission, shall be subject to rejection.

The Engineer shall have access at all times to all parts of the shop or plant where material under his inspection is being manufactured.

When required, the Contractor shall notify the Engineer in sufficient time in advance of the manufacture or production of materials to be supplied under this contract, in order that the City may arrange for mill or factory inspection and testing of same. Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the City's representative, or prior to the receipt of notice from said representative that said materials have satisfactorily passed such testing and inspection, or that such testing and inspection will not be required, shall not be used in the work.

The Contractor shall also furnish to the City in triplicate, certified copies of all factory and mill test reports when required by the Engineer.

**5-2.21 DEFECTIVE WORK-NOTICE TO CONTRACTOR**

If, in the opinion of the Engineer, work is not being done in accordance with the plans and specifications, written notice shall be given to the Contractor or his authorized agent. Written notice to any foremen or agent in charge of any portion of the work in the absence of the Contractor, shall be considered as notice to the Contractor.

Work which is defective in its construction or deficient in any of the requirements of these specifications, will not be considered as accepted in consequence of the failure of any employee of the City or inspector connected with the work, to point out said defects or deficiency during construction. The Contractor shall correct any imperfect work whenever discovered. If he refuses or neglects to replace defective work, it may be replaced by the City, after notice to the Contractor and his sureties, at the expense of the Contractor and the Contractor and his sureties shall be liable therefore.

**5-2.22 EXISTING UTILITIES, IMPROVEMENTS AND OBSTRUCTIONS**

Whenever any pole, structure, pipe, culvert, conduit, cable or other obstruction, either above or below ground surface within the area to be utilized by the Contractor in the performance of the work thereunder is, or may be affected by the Contractor's operations, the Contractor shall preserve the same intact, or he shall make arrangements with the owner of same for its protection, support, alteration or removal and reinstallation, as may be required by the conditions encountered.

The Contractor shall notify in advance and cooperate with each owner of poles, structures, pipes, culverts, conduits, cables, or other improvements which may be encountered or affected in any way by the work under this contract.

Where public utility mains or services are altered or removed and reinstalled either to avoid interference with the work under this contract or for the convenience of the Contractor, such alteration, removal and reinstallation shall be performed by the appropriate agency having jurisdiction thereof and the cost thereof shall be borne as the following paragraphs provide.

Whenever feasible the Contractor shall uncover sewer mains and laterals, telephone, cable television and electric conduits, water mains and gas mains at least two hundred (200) feet in advance of trenching operations to permit grade changes should such changes be required.

Unless otherwise specifically provided in these contract documents, all costs of protecting, supporting, altering, removing and reinstalling pipes, poles, structures, trees and other obstructions, shall be borne by the Contractor except:

- (a) Where a City-owned subsurface obstruction is encountered which is not shown on the contract drawings.

- (b) Where it is necessary to remove or alter obstructions which are maintained under a City franchise, ordinance, contract, permit or other agreement by the terms which the obstruction is required to be moved or adjusted, or whatever, at the expense of the owner or person responsible therefor.
- (c) Where the water mains, service pipes, conduits and cables interfere with the work under this contract and in accordance with the plans and specifications and as ordered by the Engineer.

This provision shall not apply to cases where such facilities are altered or removed and reinstalled for the Contractor's convenience only.

Except as otherwise expressly provided herein, the Contractor shall not be entitled to any additional compensation due to the presence of, or interference, delays or expense caused by obstructions, or the removal and/or replacement of obstructions where such removal and/or replacement is required for proper completion of the work hereunder.

Where the work requires the removal of, or damage to, existing pavement, sidewalk, curb, lawn, shrubbery, trees, hedges, gardens, drives, walls, fences, buildings, or other improvements, the Contractor shall take precautions to limit said removal or damage to the least practicable amount and he shall at his own cost replace or restore said improvements to as near their original location and condition as is reasonably possible, except as otherwise provided. Great care shall be exercised in placing and compacting backfill in areas where improvements are to be placed upon said backfill.

Trees shall not be removed without the express permission of the Engineer. Damage to or excessive trimming of trees in the street right of way shall be avoided. Branches or roots greater than 2 inches in diameter shall only be cut with approval by the City Engineer.

#### **5-2.23 LOSS OR DAMAGE**

The Contractor shall be held responsible for, and be required to make good at his own expense, all damage to persons or property caused by himself or his subcontractors, agents, or the employees of either of them during the progress of the work and until its final acceptance.

All loss or damage arising from any unforeseen difficulties which may be encountered in the prosecution of the work or from any action of the elements prior to the acceptance of the work or from any act or omission not authorized by these specifications on the part of the Contractor or any agency or person employed by him shall be sustained by the Contractor.

The Contractor shall hold the City, its officers and employees, harmless from any loss arising out of injury to persons or damage to property resulting directly or indirectly from the performance of the work under this contract, including the defense of any action arising therefrom.

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions or natural phenomena. When delay is caused by an order to suspend work given on account of such conditions which, in the opinion of the Engineer could have been reasonably foreseen, the Contractor will not be entitled to any extra compensation on account of such order.

#### **5-2.24 CLEANING UP**

The Contractor shall remove from the vicinity of the completed work all plants, buildings, rubbish, unused materials, concrete forms, etc., used in or resulting from the construction operations, and shall leave the job site in a clean and neat condition.

#### **5-2.25 GUARANTEE**

All work shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance of the work by resolution of the City Council, against defective workmanship and materials furnished by the Contractor. The Contractor shall promptly replace or repair in a manner satisfactory to the Engineer, any such defective work, after notice to do so from the Engineer and upon the Contractor's failure to make such replacement or repairs promptly, the City may perform this work and the Contractor and his sureties shall be liable for the cost thereof.

#### **5-2.26 ACCEPTANCE AND PAYMENT**

The acceptance of the work on behalf of the City shall be made by the City Council upon the recommendation of the head of the department under whose jurisdiction the work was performed and the approval of the City Manager. Such

acceptance shall not constitute a waiver of guarantee by the City. When the work has been accepted, there shall be paid to the Contractor a sum equal to ninety-five (95%) percent of the contract price. The final five (5%) percent shall not become due and payable until a release of all claims against the City of East Palo Alto by virtue of this contract has been executed by the Contractor and until five (5) days shall have elapsed after the expiration of the period in which liens may be filed under the provisions of Title 15, Part 4, Division 3 of the Civil Code of the State of California.

If periodic payments are to be made, they shall be made as provided for in the Special Conditions.

Payment at the contract price shall include full compensation to the Contractor for all labor, materials (except as otherwise expressly provided herein), equipment, use and expense required for or incidental to the completion of the work in accordance with the drawings and specifications and to the satisfaction of the Engineer.

In case of suspension of the contract, any unpaid balance shall be and become the sole and absolute property of the City of East Palo Alto to the extent necessary to repay to the City any excess in the cost of the work above the contract price.

#### **5-2.27 TESTING AND MATERIALS**

The City may require the testing of materials by a competent testing laboratory of its selection or by other means. The cost of the materials to be tested, delivered to the point of testing, shall be borne by the City.

#### **5-2.28 TRENCHES AND EXCAVATIONS**

Attention is called to the "Construction Safety Orders," "Trench Construction Safety Orders," and "General Safety Order" of the California State Department of Industrial Safety. The Contractor shall provide himself with copies of these rules and orders, which may be obtained at the State Office, San Francisco, California.

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

- (a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
  1. Material that the contractor believes may be classified as hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- (c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **5-2.29 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Should questions or doubt as to the true meaning of any part of the plans and specifications arise during the fulfillment of the contract, the Contractor shall make a written request to the Engineer for correction, clarification or interpretation of the point or points in question. The Engineer, upon receipt of such request, shall give to the Contractor in writing, an addendum correcting, clarifying or interpreting the point or points in question, which addendum shall be final and binding and become a part of the contract.

**5-2.30 WATER POLLUTION CONTROL**

The Contractor shall ensure all construction activities conform to the San Mateo County Stormwater Pollution Prevention Program. The Contractor shall also comply with all Federal, State, and Local regulations as set by the National Pollutant Discharge Elimination System (NPDES) and required to implement all applicable Best Management Practices (BMP's).

Water pollution control shall conform to the provisions of Section 13, "Water Pollution Control", of the Standard Specifications. Acceptable Best Management Practices (BMP's) shall be implemented as part of the water pollution control program.

**5-2.31 QUANTITY UNITS, PAYMENTS AND MEASUREMENT**

The quantity units, such as tons, square feet, cubic yards, and other units listed in the proposal shall be the basis for payment. All work to be paid for at the contract price per unit of measurement will be measured by the Engineer in accordance with United States standard measures.

The Contractor shall accept the compensation as provided by the contract unit prices and by measurement and/or contract lump sum prices as full payment for furnishing all labor, materials, equipment and incidentals to perform all work shown on the plans and specified herein, and for all expense, loss, damage, or risk of every description connected with the prosecution of the work.

**5-2.32 PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work. The Environmental Quality Act (Public Resources Code, Section 2100 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

**5-2.33 OBSTRUCTIONS AND COOPERATION**

Existing utility facilities may require rearrangement during construction. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. Whenever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility facilities and the Contractor shall make arrangements with the owners of such other facilities for the construction of the work.

**5-2.34 HOURS OF CONSTRUCTION**

Contractor operations shall be limited to the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise approved in advance, in writing by the City Engineer.

**5-2.35 PAYMENTS WITHHELD**

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

- (a) Repair or replacement of base, and/or conduits or other structures, on or near the work, damaged by reason of the Contractor's operations due to hauling materials or moving heavy equipment.
- (b) Defective work not corrected.
- (c) Claims filed or reasonable evidence indicating probable filing of claims.
- (d) Failure of the Contractor to make payments properly to the subcontractors for material and labor.
- (e) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (f) Damage to another Contractor.

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

**5-2.36 STOP NOTICES**

The City of East Palo Alto, by and through the City Engineer, may at its option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3179 et seq. of the Civil Code.

**5-2.37 AS BUILT PLANS**

The Contractor shall maintain an "As Built" plan during the demolition for submittal, including, but not limited to, the following:

- Location of curb, gutter, and sidewalk.
- Location of crosswalks.
- Location of signing and striping.
- Location of structure
- Elevations

**5-2.38 WORKING DAYS**

A working day is defined as any day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations and except days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75% of the normal force engaged on such operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75% of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day even though the major portion of the day could be considered to be suitable for such construction operations.

The current controlling operation or operations is to be construed to include any feature of the work considered at the time by the Engineer and the Contractor, which, if delayed, will delay the time of completion of the Contract.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contract for the proceeding week the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the Contract and the number of working days remaining to complete the Contract and the extended date for completion. The Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects he differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

**5-2.39 PERIODIC PAYMENTS**

The Contractor shall submit an invoice at the beginning of each calendar month for ninety-five (95) percent of the value of the work performed up to the last day of the previous calendar month, less the aggregate of previous payments, based on accepted unit prices in the bid proposal and on monthly estimates prepared by the Engineer. This invoice shall be paid within thirty (30) working days after receipt of the invoice by the City. Quantities used in computing partial payments shall be considered as estimates only and shall be subject to revision in following estimates. Work completed as estimates shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the Contractor or any bondsman from damages arising from such work or from the enforcement of each and every provision of this Contract, and the City shall have the right subsequently to correct any error made in any estimate for payment. Materials delivered but not incorporated or installed in the work, will not be included in progress estimates and/or payments. The Contractor shall not be entitled to receive any monthly payments under this section of the specifications so long as any lawful or proper direction concerning the work or any portion thereof, given by the Engineer, shall remain uncomplished with.

Pursuant to the provisions of Government code §4590, and at the request and expense of the Contractor, securities equivalent to the amount withheld by City to ensure performance under a Contract shall be deposited with City and with a State or Federally chartered bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. Eligible securities shall include those listed in Government Code §16430 or bank or savings and loan certificates for deposit.



**5-2.40 CONTRACT DOCUMENTS**

The Contract Documents shall consist of the contract signed by the City and the Contractor, including any and all exhibits attached thereto, as well as any change orders, addenda, general conditions, technical specifications, referenced standards, special provisions, and contract drawings.

If contractor discovers conflicts, errors, omissions or discrepancies between Contract Documents, he shall immediately notify the Engineer in writing and request resolution of conflict. Work affected by conflicts, errors, omissions, or discrepancies and performed prior to resolution of conflict shall be at Contractor's risk and expense.

Conflicts between Contract Documents will be resolved by the Engineer based on the following order of precedence:

1. Change Orders
2. Addenda
3. General Conditions
4. Technical Specifications
5. Referenced Standards
6. Contract Drawings

Submit proposed contract document revisions to Engineer for review. Accurately show or describe revisions on Drawings. Work affected by proposed revision performed prior to approval of revision shall be at Contractor's risk and expense.

**Add between the 1st and 2nd paragraphs of section 2-1.06B:**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in the <i>Information Handout</i>	<ol style="list-style-type: none"> <li>1. <a href="#">Foundation Report, University Avenue Pedestrian Overcrossing, Bridge No. 35-0359, dated September 27, 2022.</a></li> <li>2. <a href="#">Underground Classification document from the California Department of Industrial Relations, Division of Occupational Safety and Health, Mining and Tunneling Unit, dated August 9, 2017, and included as Appendix I in the Foundation Report for Bridge No. 35-0359.</a></li> <li>3. <a href="#">Storm Water Data Report, dated May 16, 2022.</a></li> </ol>
Included with the project plans	<a href="#">Logs of test borings, including as-built logs of test borings</a>

**Add to the end of section 5-1.20A:**

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

**Coincident or Adjacent Contracts**

Contract no.	County–Route–Post Mile	Location	Type of work
<a href="#">04-2Q2304</a>	<a href="#">SM-101-1.0/1.3</a>	<a href="#">NB US 101/Donohoe Street On-ramp</a>	<a href="#">Realign on-ramp.</a>
<a href="#">04-2J7404</a>	<a href="#">SM-101 -0.0/6.7</a>	<a href="#">US 101 from San Antonio Road to Whipple Avenue</a>	<a href="#">Replace barrier</a>

**Delete item 2 in the list in the 3rd paragraph of section 5-1.23B(2).**

**Add to section 5-1.23B(2):**

Do not submit paper copies to OSD, Documents Unit.

For submittals to OSD, Documents Unit, e-mail shop drawings and calculation sheets electronically to [sc.office.associates@dot.ca.gov](mailto:sc.office.associates@dot.ca.gov).

Each PDF e-mail attachment must not exceed 25 MB in size. The e-mail message must not exceed 50 MB in size.

Each electronic e-mail submission must:

1. Be in PDF format
2. Have a resolution of at least 300 dpi
3. Contain the following information in the subject line:
  - 3.1. "Shop Drawing Submittal"
  - 3.2. Contract number
  - 3.3. Bid item number
  - 3.4. If separate e-mails are needed to accommodate large files, indicate the total number of e-mails included in the submittal
4. List each PDF file and its number of pages

Use the following naming convention for PDF files you submit:

For shop drawings:

SD\_Contract number\_Bridge number\_Bid item number\_Submittal e-mail number  
Example: SD\_12-345678\_54-0001\_123\_1\_of\_<<Total Number>>.PDF

For calculations:

CALC\_Contract number\_Bridge number\_Bid item\_\_number\_Submittal e-mail number  
Example: CALC\_12-345678\_54-0001\_123\_1\_of\_<<Total Number>>.PDF

If submittal of more than 1 copy or set of shop drawings or calculations is specified, submit only 1 electronic copy.

After submitting your electronic files, send a notification of your electronic submittal to the Engineer. Include the names of the submitted files.

Upon completion of review, the Department returns 1 electronic copy with the date of authorization.

#### **5-2.41 AIR POLLUTION CONTROL**

Air pollution control shall conform to the provisions of Section 14-9., "Air Quality", of the Standard Specifications.

#### **5-2.42 SOUND CONTROL**

Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration", of the Standard Specifications.

#### **5-2.43 RECYCLING OF MATERIALS**

The Contractor shall recycle or divert demolition and construction debris from the landfill and submit records thereof to the City Engineer in tonnage or other measurements that can be converted to tonnage. The Contractor's attention is directed to California AB 939.

#### **5-2.44 SPECIAL PROVISIONS PAYMENT**

Full compensation for conforming to the Special Provisions, not otherwise provided for, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

**SECTION 6. (BLANK)**

**SECTION 7. (BLANK)**

## **SECTION 8. MATERIALS**

### **8-1.01 MATERIALS AND SAMPLES**

All materials shall be of specified quality and fully equal to samples, where samples are required. The Contractor shall furnish to the Engineer for test, whenever requested and free of charge, samples of all materials proposed to be used in the work. He shall also submit any required detailed drawings to be used in the work. He shall also submit any required detailed drawings of articles or equipment for City approval. Rejected materials must be immediately removed from the site of the work by the Contractor and shall not be brought again upon the work.

### **8-1.02 MATERIALS FURNISHED BY THE CITY**

No materials will be furnished by the City of East Palo Alto to the Contractor on this contract.

### **8-1.03 WATER**

Where the work under these specifications can be supplied with non-potable water from, the Contractor shall provide at his own cost, the required supply of water from other sources approved by the Engineer.

## **SECTION 9. DESCRIPTION OF WORK**

Project will construct a Class 1 facility including a pedestrian overcrossing across US 101 between Donohoe Street and Woodland Avenue. Project will also realign the northbound US 101 to southbound University Avenue off-ramp and widen the southbound US 101/University Avenue off-ramp. All improvements will be constructed within the existing State (Caltrans) right-of-way (ROW), as indicated on the contract plans entitled, “**US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS**” structural and road plans dated September 30, 2022 (approval date).

## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
RSP A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A20C	Pavement Markers and Traffic Lines - Typical Details
RSP A20D	Pavement Markers and Traffic Lines - Typical Details
RSP A20F	Pavement Markers and Traffic Lines - Typical Details
RSP A20G	Exit Ramp with Enhanced Pavement Markers for Wrong Way Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows and Symbols
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
RSP A24E	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
RSP A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details
RSP A24H	Pavement Markings Arrows

### EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
RSP A62D	Excavation and Backfill - Concrete Pipe Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts

### OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
RSP A73B	Markers
A73C	Delineators, Channelizers and Barricades

### SURVEY MONUMENTS

A74	Survey Monuments
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### CONCRETE BARRIER TYPE 60 SERIES

A76E	Concrete Barrier Type 60MG
A76G	Concrete Barrier Type 60MS
RSP A76H	Concrete Barrier Type 60MS

### MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
RSP A77M1	Midwest Guardrail System - Standard Hardware

<b>RSP A77N1</b>	<b>Midwest Guardrail System - Wood Post and Wood Block Details</b>
<b>RSP A77N3</b>	<b>Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details</b>
<b>RSP A77N4</b>	<b>Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details</b>
	<b>MINOR CONCRETE VEGETATION CONTROL - GUARDRAIL SYSTEM</b>
<b>A77N5</b>	<b>Minor Concrete Vegetation Control - Guardrail System</b>
<b>A77N5A</b>	<b>Minor Concrete Vegetation Control - Guardrail System - Narrow Vegetation Control Installation</b>
<b>A77N6</b>	<b>Minor Concrete Vegetation Control - Guardrail System - For Terminal System End Treatments</b>
<b>A77N8</b>	<b>Minor Concrete Vegetation Control - Guardrail System - At Fixed Object</b>
<b>A77N9</b>	<b>Minor Concrete Vegetation Control - Guardrail System - At Fixed Object</b>
<b>A77N10</b>	<b>Minor Concrete Vegetation Control - Guardrail System - At Fixed Object</b>
<b>A77N11</b>	<b>Minor Concrete Vegetation Control - Guardrail System - Miscellaneous Details</b>
	<b>MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES</b>
<b>RSP A77Q1</b>	<b>Midwest Guardrail System - Typical Layouts for Structure Approach</b>
<b>RSP A77Q5</b>	<b>Midwest Guardrail System - Typical Layouts for Structure Departure</b>
	<b>MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY</b>
<b>RSP A77S1</b>	<b>Midwest Guardrail System - End Anchor Assembly (Type SFT - M)</b>
<b>RSP A77S2</b>	<b>Midwest Guardrail System - Rail Tensioning Assembly</b>
<b>RSP A77S3</b>	<b>Metal Railing Anchor Cable and Anchor Plate Details</b>
	<b>MIDWEST GUARDRAIL SYSTEM - CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS</b>
<b>RSP A77U3</b>	<b>Midwest Guardrail System - Connections to Abutments and Walls</b>
<b>RSP A77U4</b>	<b>Midwest Guardrail System - Transition Railing (Type WB-31)</b>
	<b>FENCES</b>
<b>RSP A85</b>	<b>Chain Link Fence</b>
<b>A85A</b>	<b>Chain Link Fence Details</b>
<b>A85B</b>	<b>Chain Link Fence Details</b>
	<b>CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING</b>
<b>A87A</b>	<b>Curbs and Driveways</b>
<b>A87B</b>	<b>Hot Mix Asphalt Dikes</b>
<b>A88A</b>	<b>Curb Ramp Details</b>
<b>A88B</b>	<b>Curb Ramp and Island Passageway Details</b>
	<b>PAVEMENTS</b>
<b>P70</b>	<b>Hot Mix Asphalt Paving (Longitudinal Tapered Notched Wedge Joint)</b>
<b>P74</b>	<b>Pavement Edge Treatments</b>
<b>P75</b>	<b>Pavement Edge Treatments - Overlays</b>
<b>P76</b>	<b>Pavement Edge Treatments - New Construction</b>
	<b>DRAINAGE INLETS, PIPE INLETS AND GRATES</b>
<b>D71</b>	<b>Drainage Inlet Markers</b>
<b>D73B</b>	<b>Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6</b>
<b>D73C</b>	<b>Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6</b>
<b>RSP D73E</b>	<b>Precast Drainage Inlets - Types GO and GDO</b>
<b>D73F</b>	<b>Precast Drainage Inlet Notes</b>
<b>D73G</b>	<b>Precast Drainage Inlet Tables</b>
<b>D74</b>	<b>Drainage Inlet Details</b>
<b>D77A</b>	<b>Grate Details No. 1</b>



D77B	Grate Details No. 2
	<b>GUTTER AND INLET DEPRESSIONS</b>
D78A	Gutter Depressions
D78C	Inlet Depressions - Hot Mix Asphalt Shoulders
	<b>PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS</b>
D87A	Corrugated Metal Pipe Downdrain Details
D87C	Cable Anchorage System
D87D	Overside Drains
	<b>FLARED END SECTIONS</b>
D94A	Metal and Plastic Flared End Sections
D94B	Concrete Flared End Sections
	<b>PIPE COUPLING AND JOINT DETAILS</b>
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connections
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Downdrain
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
	<b>LANDSCAPE AND EROSION CONTROL</b>
H1	Landscape and Erosion Control Symbols
H2	Landscape Details
RSP H3	Landscape Details
RSP H4	Landscape Details (Sprinkler Assembly)
H5	Landscape Details (Swing Joint and Protector)
RSP H6	Landscape Details
RSP H8	Landscape Details
RSP H9	Landscape Details
H10	Irrigation Controller Enclosure Cabinet
RSP H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
	<b>TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN</b>
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
	<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>
T9	Traffic Control System Tables for Lane and Ramp Closures
T10	Traffic Control System for Lane Closure on Freeways and Expressways
T10A	Traffic Control System for Lane Closure on Freeways and Expressways
T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
T14	Traffic Control System for Ramp Closure
RSP T15	Traffic Control System for Moving Lane Closure on Multilane Highways
T16	Traffic Control System for Moving Lane Closure on Multilane Highways
	<b>TEMPORARY PEDESTRIAN ACCESS ROUTES</b>
T31	Temporary Pedestrian Access Routes - Typical Sidewalk Diversion Within Roadbed
T33	Temporary Pedestrian Access Routes - Ramp

T34	Temporary Pedestrian Access Routes - Curb Ramp Options
	<b>TEMPORARY WATER POLLUTION CONTROL</b>
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T65	Temporary Water Pollution Control Details (Temporary High-Visibility Fence)
	<b>BRIDGE DETAILS</b>
RSP B0-1	Bridge Details
RSP B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
	<b>PILES</b>
B2-3	16" and 24" Cast-In-Drilled-Hole Concrete Pile
	<b>BOX GIRDER DETAILS</b>
B7-1	Box Girder Details
	<b>CAST-IN-PLACE POST-TENSIONED GIRDER</b>
B8-5	Cast-In-Place Post-Tensioned Girder Details
	<b>CHAIN LINK RAILING, CABLE RAILING AND TUBULAR HAND RAILING</b>
RSP B11-52	Chain Link Railing Type 7
	<b>ROADSIDE SIGNS</b>
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4
RSP RS5	Roadside Sign-PSST Post-Typical Installation Details No. 1
RSP RS6	Roadside Sign-PSST Post-Typical Installation Details No. 2
RSP ES-1A	Electrical Systems (Legend)
RSP ES-1B	Electrical Systems (Legend)
RSP ES-1C	Electrical Systems (Legend)
	<b>ELECTRICAL SYSTEMS - SERVICE EQUIPMENT AND WIRING DIAGRAMS</b>
RSP ES-2A	Electrical Systems (Service Equipment)
RSP ES-2D	Electrical Systems (Service Equipment Enclosure and Typical Wiring Diagram, Type III - A Series)
	<b>ELECTRICAL SYSTEMS - SIGNAL HEADS, SIGNAL FACES AND MOUNTINGS</b>
RSP ES-4A	Electrical Systems (Signal Head Mounting)
RSP ES-4B	Electrical Systems (Pedestrian Signal Heads)
RSP ES-4C	Electrical Systems (Signal Heads and Mountings)
RSP ES-4D	Electrical Systems (Signal Head Mounting)
RSP ES-4E	Electrical Systems (Signal Heads and Optical Detector Mounting)
	<b>ELECTRICAL SYSTEMS - DETECTORS</b>
ES-5A	Electrical Systems (Loop Detectors)
RSP ES-5B	Electrical Systems (Detectors)
RSP ES-5C	Electrical Systems (Accessible Pedestrian Signal and Push Button Assemblies)
RSP ES-5D	Electrical Systems (Curb and Shoulder Termination, Trench, and Handhole Details)

	<b>ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD, TYPE TS, AND PUSH BUTTON ASSEMBLY POST</b>
<b>RSP ES-7A</b>	Electrical Systems (Signal and Lighting Standard, Type TS, and Push Button Assembly Post)
	<b>ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARDS</b>
<b>RSP ES-7B</b>	Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)
<b>RSP ES-7F</b>	Electrical Systems (Signal and Lighting Standard, Case 4 Signal Mast Arm Loading, Wind Velocity = 100 mph and Signal Mast Arm Lengths 25' to 45')
<b>RSP ES-7M</b>	Electrical Systems (Signal and Lighting Standard, Detail No. 1)
<b>RSP ES-7N</b>	Electrical Systems (Signal and Lighting Standard, Detail No. 2)
<b>RSP ES-7O</b>	Electrical Systems (Signal and Lighting Standard, Detail No. 3)
	<b>ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING, MISCELLANEOUS ATTACHMENT</b>
<b>ES-7R</b>	Electrical Systems (Signal and Lighting, Miscellaneous Attachment)
	<b>ELECTRICAL SYSTEMS - PULL BOX</b>
<b>RSP ES-8A</b>	Electrical Systems (Non-Traffic Pull Box)
	<b>ELECTRICAL SYSTEMS - STRUCTURE INSTALLATIONS</b>
<b>RSP ES-9A</b>	Electrical Systems (Structure Pull Box Installations)
<b>ES-9B</b>	Electrical Systems (Conduit Riser and Expansion Fitting, Structure Installations)
<b>RSP ES-9C</b>	Electrical Systems (Structure Pull Box)
<b>RSP ES-9D</b>	Electrical Systems (Structure Pull Box Installations)
	<b>ELECTRICAL SYSTEMS - ISOFOOTCANDLE CURVES AND FOUNDATION DETAILS</b>
<b>ES-11</b>	Electrical Systems (Foundation Installations)
	<b>ELECTRICAL SYSTEMS - SPLICE INSULATION METHODS, KINKING AND BANDING DETAILS</b>
<b>ES-13A</b>	Electrical Systems (Splice Insulation Methods Details)
<b>RSP ES-13B</b>	Electrical Systems (Kinking and Banding Detail)

## SECTION 10. TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS

### 10-1 MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; project signage and fliers to alert property owners; establishment of sanitation facilities; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site; compliance with the BCDC permit; final cleanup and removal of all equipment.

### 10-2 WATER POLLUTION CONTROL

Unless otherwise shown or specified, all materials and methods shall conform to Section 5-2.30 "Water Pollution Control" of the General Provisions and Section 13 "Water Pollution Control" of the Standard Specifications as they reasonably apply to this work.

The Contractor shall prevent spillage when hauling on or adjacent to any public street or highway. In the event a spill occurs, the Contractor shall remove all spillage and sweep, wash or otherwise clean such street or highway.

The Contractor shall take all precautions needed to prevent a dust nuisance to adjacent public and private properties and to prevent erosion and transportation of soil to adjacent properties due to work under this contract. Any damage so caused by the Contractor's work under this contract shall be corrected or repaired by the Contractor at no cost to the City. In the event the Contractor fails to take such precautions or make such corrections or repairs promptly, the City may take such steps as he may deem necessary and deduct the cost of the same from the monies due to the Contractor. The Contractor QSD/P shall prepare the water pollution control plan, perform necessary sampling, and reporting.

The job site shall be kept neat and clear at all times, with all public streets and walkways swept clean at the end of each working day, and all materials neatly stored. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such cleanup operations within 48 hours of notice by the City shall be considered adequate grounds for having the work done by others at this subcontractor's expense.

The Contractor shall submit a Water Pollution Control Plan per Section 13, "Water Pollution Control," of the California Department of Transportation, Standard Specifications, 2010 for review and approval by the Engineer. The Contractor shall complete the information in SMARTS and perform all appropriate sampling, testing, and reporting.

### 10-3 TEMPORARY DEWATERING AND NON-STORM WATER DISCHARGE CONTROL SYSTEM

**Replace section 13-12 with:**

#### 13-12.01 GENERAL

##### 13-12.01A Summary

Section 13-12 includes specifications for designing, installing, operating, monitoring, maintaining, and removing temporary dewatering and non-storm water discharge control systems (TDNWDCS) for the collection, storage, testing, conveyance, treatment, and disposal of contaminated groundwater and accumulated stormwater from excavations and other areas requiring dewatering, including impounded construction site water, water resulting from piling work, and stormwater combined with groundwater.

[Groundwater quality along the project site has not been tested. The groundwater is suspected to contain contaminants from industrial operations alongside portions of the project corridor. The extracted water from the dewatering operations must be contained in temporary, transportable, closed-top storage tanks, such as Baker Tanks, and tested for specific contaminants of concern and water quality parameters typically required to gain approval for discharge into a publicly owned treatment works \(POTW\) or other receiving water systems.](#)

Design, installation, operation, and monitoring of a TDNWDCS and monitoring and disposal of the treated effluent must comply with San Francisco Bay Regional Water Quality Control Board NPDES *General Permit for Discharge*

or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds, Fuel Leaks and Other Related Wastes (Order No. R2-2017-0048, NPDES No. CAG912002). You are responsible for all costs and requirements related to obtaining coverage under the Order No. R2-2017-0048. [If groundwater, accumulated stormwater, or both are contaminated as indicated by testing, discharge is prohibited unless treated.](#)

You may discharge the water into a POTW system if the water quality meets the discharge requirements of the receiving system. If contaminated groundwater, storm water, or both are discharged to a POTW, obtain a municipal batch discharge permit. You are responsible for all costs and requirements related to obtaining the municipal batch discharge permit and discharging the water.

### **13-12.01B Submittals**

#### **13-12.01B(1) Temporary Dewatering and Non-storm Water Discharge Control System Plan**

Submit the TDNWDCS plan at least 55 days [before](#) discharge activities:

1. Submit 3 copies of the TDNWDCS plan. Allow 10 days for the Engineers' review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Change and resubmit a revised TDNWDCS plan within 5 days of receiving the Engineer's comments. The Engineer's review resumes when a complete TDNWDCS plan has been resubmitted.
3. When the Engineer authorizes the TDNWDCS plan, submit an electronic copy and 4 printed copies of the authorized TDNWDCS plan.
4. Allow 30 days for the Engineer to submit the authorized TDNWDCS plan to the RWQCB.
5. If the Engineer requests changes to the TDNWDCS plan based on the RWQCB's comments, amend the TDNWDCS plan within 5 business days.

The TDNWDCS plan must include:

1. Title sheet.
2. Table of contents.
3. Certification and approval sheet described in the Department's *Storm Water Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual*.
4. Amendment log and format described in the Department's *Storm Water Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual*.
5. Description and schedule of the discharge activities.
6. Discharge alternatives, including:
  - 6.1. Dust control
  - 6.2. Percolation
  - 6.3. Storm sewers
  - 6.4. Surface waters
7. Treatment system description and components.
8. Anticipated flow rates.
9. Operation and maintenance manual for equipment.
10. Monitoring, sampling, and reporting plan, including quality assurance and quality control.
11. Health and safety plan.
12. Spill prevention plan.
13. Field-recorded data, visual inspection, calibration procedures, and examples of logs.
14. Measuring equipment descriptions.
15. Shop drawings showing:
  - 15.1. Section and plan views of [non](#)stormwater effluent treatment systems
  - 15.2. Location of sampling points for [laboratory analyses](#) and water quality measurements
  - 15.3. Flow path and placement of pipes, hoses, pumps, holding tanks, and other equipment used to convey water
  - 15.4. General position of treatment components relative to excavations or other areas requiring dewatering
  - 15.5. Point of [non](#)stormwater discharge
16. Daily inspection report form, which must include:
  - 16.1. Discharge volumes
  - 16.2. Water quality monitoring records

- 16.3. Discharge point information that includes:
  - 16.3.1. Date and time
  - 16.3.2. Weather conditions, including wind direction and velocity
  - 16.3.3. Presence or absence of waterfowl or aquatic wildlife
  - 16.3.4. Color and clarity of the effluent discharge
  - 16.3.5. Erosion or ponding downstream of the discharge site
  - 16.3.6. Photographs labeled with the time, date, and location
- 17. Municipal batch discharge permit from a publicly owned treatment works, if required.
- 18. Coagulant pollution prevention plan with the TDNWDCS plan if you use chemical coagulants, in-line flocculants, or both, in the treatment system. Chemical coagulants and flocculants proposed for use in TDNWDCS must comply with all provisions under "Active Treatment System (TDNWDCS) Requirements" within Attachment F Provisions D and E, in the NPDES *General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2012-0006-DWQ, NPDES No. CAS000002*. The coagulant prevention work plan must include:
  - 18.1. Description of BMPs to prevent accidental spillage, overfeeding into the treatment system, or other mishandling of coagulant agents
  - 18.2. Monitoring plan for all coagulants, flocculants, or both
  - 18.3. Description of the agents, including chemical and trade names
  - 18.4. Determination of acute and chronic toxicity for aquatic organisms conforming to EPA methods for the agents
  - 18.5. Monitoring plan to detect a residual agent at concentrations at or below established acute toxicity levels for freshwater and marine conditions for that agent

### **13-12.01B(2) Notice of Discharge Report**

Whenever observations or measurements confirm that a residual chemical or water quality standard is exceeded:

1. Submit the notice of discharge within 48 hours after exceeding the limits
2. Document the reasons for exceeding the water quality standard and any corrective work performed to prevent a recurrence in the notice of discharge

### **13-12.01B(3) Laboratory Analytical Results for Temporary Holding Tank Water**

[Submit the laboratory analytical results for the project corridor's contaminants of concern at least 48 hours prior to before discharge. Reference the reported contaminant concentrations against the limits of the receiving POTW or other water system.](#)

### **13-12.01B(4) POTW Discharge Permit**

[When TDNWDCS effluent is discharged to a POTW system, submit the discharge permit from the receiving POTW within 24 hours of discharge.](#)

### **13-12.01B(5) Other Active Treatment System Submittals**

When the TDNWDCS discharges treated effluent, submit a daily inspection report within 24 hours.

Submit records of delivery and removal of TDNWDCS components.

### **13-12.01C Quality Control and Assurance**

A residual chemical for coagulants must be less than 10 percent of the maximum allowable threshold concentration for the most sensitive species.

Discharges from a TDNWDCS must comply with Order No. R2-2012-0012 and other applicable permits.

[The laboratory performing the analyses for the contaminants of concern must be certified by the State Water Resources Control Board's Environmental Laboratory Accreditation Program for each analysis performed.](#)

## **13-12.02 MATERIALS**

### **13-12.02A General**

Design and implement a system for the site conditions and anticipated flow rate.

System must include:

1. Treatment system
2. Collection and conveyance system
3. Temporary holding tanks
4. Sampling methods
5. Discharge methods

### **13-12.02B Treatment System**

Primary and secondary treatment might be required, or the design of the treatment system might require combined use of the various treatment components in series to achieve effective treatment. The treatment system must have components to:

1. Remove sediment; turbidity-producing suspended solids; petroleum hydrocarbons; volatile organic compounds (VOCs), [including ethers and halogenated solvents](#); and metals. Components may include desilting basins, weir tanks, settling tanks, sediment traps, gravity bag filters, sand media filters, pressurized bag filters, cartridge filters, in-line chemical coagulants and flocculants, activated clay filters, activated carbon filters, or any combination necessary to provide primary and secondary treatment.
2. Adjust pH or dissolved oxygen by:
  - 2.1. Addition of sulfuric, phosphoric, citric, or nitric acid under the supplier's specifications for treatment of water with high pH. You may use hydrochloric acid if the water is dechlorinated before discharge.
  - 2.2. Filtration through a limestone bed or addition of sodium hydroxide for treatment of water with a low pH. You may use carbon dioxide diffusion that produces carbonic acid for pH adjustment.
  - 2.3. Aeration for treatment of water with low dissolved oxygen.

### **13-12.02C Collection and Conveyance System**

Provide pumps and piping to convey the water from the point of dewatering or stormwater capture to the treatment system and to the point of discharge. Pumps and piping must comply with section 74-2. Use a flow meter to measure all discharges from treatment activities.

### **13-12.02D Temporary Holding Tank System**

Store water pumped during dewatering activities, and not diverted to other excavations, in temporary holding tanks placed at the work area for water treatment.

Use temporary holding tanks, including transportable, closed-top holding tanks or tanker trucks. Provide a sufficient number of holding tanks based on:

1. Anticipated flow rate
2. Pumping rates
3. Capacity inefficiencies due to sediment retention within the holding tanks
4. Sediment settling rates
5. Sediment removal frequency
6. Anticipated water loss or reuse rates

Temporary holding tanks must have holding capacity sufficient to handle the water removed from dewatering activities and to prevent delay of work.

Each temporary holding tank must have an inlet and outlet capable of receiving and discharging flows at a sufficient rate to handle the water removed from dewatering activities.

Maintain a minimum freeboard of 1 foot in each of the temporary holding tanks at all times. Clean the holding tanks when 25 percent of the tank's volume is filled with sediments.

### **13-12.02E Discharge Method**

Provide a method for discharging treated water or uncontaminated ground or surface water, and include a discharge location. Do not discharge treated water in a way that impacts the natural bedding and aquatic life.

Discharge treated water:

1. To control dust in active work areas.
2. To land where the grade allows sheet flow and the soil allows infiltration.
3. In a way that does not cause erosion and scour. Whenever scour occurs, repair the damage and install a velocity dissipater.

### **13-12.03 CONSTRUCTION**

#### **13-12.03A General**

Water quality must comply with limits for discharge effluents and the receiving water [systems](#). Whenever observations or measurements under section 13-12.03B determine the water quality limits are exceeded:

1. Stop the discharge immediately
2. Notify the Engineer
3. Start corrective measures to change, repair, or replace the equipment and procedures used to treat the water

After the Engineer inspects and authorizes your corrective measures, resume treatment and discharge activities under the startup-phase sampling requirements before resuming regular-phase sampling.

Maintain the TDNWDCS to provide required function and prevent leaks. Whenever a component of the system is not functioning properly, discontinue treatment activities and repair or replace the component.

Sediments removed from uncontaminated areas during maintenance of the treatment system must be dried, distributed uniformly, and stabilized at a location within the project limits where authorized.

Relocate the TDNWDCS as needed.

#### **13-12.03B Monitoring**

##### **13-12.03B(1) General**

Comply with the manufacturer's instructions for all calibrations of the flow meter. Perform calibrations in the presence of the Engineer.

While a system is in operation, monitor [under](#) the Monitoring and Reporting Program included in Attachment E of the Order R2-2012-0012 for discharging treated water.

Before and while a TDNWDCS is in operation, sample and test the temporary holding tank water monthly, or more frequently if required by a receiving POTW or other water system, for the project corridor's contaminants of concern:

1. [Total petroleum hydrocarbons as gasoline and diesel \(Environmental Protection Agency, EPA, test method 8015-modified\)](#)
2. [Volatile organic compounds \(EPA test method 8260C\)](#)
3. [Methyl tertiary-butyl ether, MTBE \(EPA test method 8260C or 8021\)](#)
4. [California Assessment Manual, CAM, 17 metals \(EPA test methods 6010 and 7471\)](#)

Monitoring equipment for the TDNWDCS must record [water quality](#) data at least once every 15 minutes. Cumulative flow data must be recorded daily. The recording system must have the capacity to record a minimum of 7 days of continuous data.

Monitoring equipment must be interfaced with the control system of the TDNWDCS to provide shutoff or recirculation whenever effluent readings exceed limits for applicable constituents. The control system must default to recirculation or shutoff during a power failure or other catastrophic event.

The control system must control the dose of the coagulant, flocculent, or both to prevent overdosing.

Comply with the manufacturer's instructions for the use and calibration of meters and devices for taking water quality measurements. Perform calibrations in the presence of the Engineer.



### **13-12.03B(2) Flow Rate Monitoring**

A flow meter that has been [authorized](#) by the Engineer for exclusive use in dewatering during construction must be used to measure all excavation discharges. All calibrations must be done [under](#) the manufacturer's instructions in the presence of the Engineer.

Record the flow-meter total discharge readings and compute average daily volumes for every day that dewatering is performed.

### **13-12.03C Inspection**

#### **13-12.03C(1) General**

Perform compliance monitoring [under](#) the monitoring and reporting program (MRP) included in Attachment E of the Order No. R2-2012-0012 for discharging treated water. If a batch discharge permit is obtained from a POTW, comply with the provisions contained in the batch discharge permit including all monitoring and reporting requirements.

While a TDNWDCS is being operated, document the results in a daily inspection report (DIR). The DIR form must include the discharge volume records and water quality monitoring records. In developing the DIR, refer to the Department's *Dewatering Guide*. The DIR form must be [authorized](#). The DIR must be provided weekly or as directed by the Engineer.

All information and recorded data collected or submitted as part of the DIR must be certified as true and accurate and signed by those who gather the information.

#### **13-12.03C(2) Visual Inspection**

During each day of discharge, perform daily inspection of the effluent at the discharge site and include in the DIR observations of:

1. Date and Time
2. Weather conditions
3. Wind direction and velocity
4. The presence or absence of water fowl or aquatic wildlife
5. The color and clarity of the effluent discharge
6. Erosion or ponding downstream of the discharge site

The DIR must include photographs of [the any surface water](#) discharge point and the areas downstream of the discharge location. These photographs must be labeled with the time, date, and location.

### **13-12.04 PAYMENT**

Not Used

## **10-4 ENVIRONMENTAL STEWARDSHIP**

### **Add to the 1st paragraph of section 14-6.03A:**

This project is within or near habitat for the regulated species including non-game migratory birds (non-raptors) and raptors and owls.

### **Replace the 2nd paragraph of section 14-6.03B with:**

The Department anticipates nesting or attempted nesting by migratory and nongame birds from [February 1](#) to [August 31](#).

### **Replace Item 1 in the 2nd paragraph of section 14-6.03A with:**

1. Stop all work within a 50-foot radius of the discovery except for the active nests of raptors and owls, which will have a protective radius of 300 feet.

**Add to section 14-6.03A:**

A species protection area is located within the entire project limits.

Within this species protection area, implement the following measures:

1. Bird surveys are required for migratory and non-game birds during the nesting period:
  - 1.1. Notify the Engineer 14 days before starting initial pruning, vegetation removal, or ground-disturbing work. A Biologist will perform an initial survey of the job site. Proceed with work when authorized. This work authorization is valid for 72 hours.
  - 1.2. Notify the Engineer 5 days before performing subsequent pruning, vegetation removal, or ground-disturbing work. A Biologist will perform a survey of the job site. Proceed with work when authorized. This work authorization is valid for 72 hours.
2. If it is determined that additional staging areas will be needed in vegetated areas, then any proposed new staging area will require additional assessment by the Biologist.”

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

**14-11.14 TREATED WOOD WASTE**

**14-11.14A General**

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

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste.

Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from [guardrail and roadside signs](#) is treated wood waste.

**14-11.14B Submittals**

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

**14-11.14C Training**

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

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

Maintain training records for 3 years after contract acceptance.

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

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

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

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

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

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

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

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

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

Dispose of treated wood waste within:

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

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

1. The words Caltrans District and the district number
2. The words Construction Contract and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lbs or more of treated wood waste

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

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

Dispose of treated wood waste at one of the following:

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

2. California disposal site operating under a DTSC permit that includes acceptance of treated wood Waste

**Replace section 14-11.08 with:**

**14-11.08 REGULATED MATERIAL CONTAINING AERIALY DEPOSITED LEAD**

**14-11.08A General**

Section 14-11.08 includes specifications for management of regulated material containing ADL Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Transporting
4. Disposal

Manage regulated material containing ADL under the rules and regulations of the following agencies:

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 2, [San Francisco Bay](#)
10. [BAAQMD](#)

The Department entered into agreement Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement) regarding the management of regulated material containing ADL. As the responsible entity and the generator of waste, only the Department determines material classification. For the ADL agreement, go to the Caltrans Hazardous Waste Management website.

Regulated material containing ADL is present within the project limits and the ADL Agreement applies. Management of regulated material containing ADL exposes workers to health hazards that must be addressed in your lead compliance plan under section 7-1.02K(6)(j)(ii).

**14-11.08B Definitions**

**average ADL concentration:** Average ADL concentration calculated using the 95 percent upper confidence limit.

**regulated material:** ADL-contaminated material that has average ADL concentrations over 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead tested using the California Waste Extraction Test (CA-WET) or equal to or greater than 5 mg/L soluble lead tested using the Toxicity Characteristic Leaching Procedure (TCLP).

**Type Z-2:** Regulated material that is a Department-generated California hazardous waste that must be disposed of at an appropriately permitted California Class I disposal facility. Type Z-2 material has average ADL concentrations greater than or equal to 1,000 mg/kg total lead or 5.0 mg/L soluble lead as tested using the CA-WET.

**14-11.08C Site Conditions**

[For bidding purposes, assume](#) Type Z-2 material exists from the surface to below the existing grade as shown and listed in the following table:

Location	Elements of work	Depth
"R1" Sta <a href="#">62+43.56</a> to Sta <a href="#">65+45</a> Lt	<a href="#">Modify PCC island and pavement</a>	<a href="#">0 to 1.5'</a>
"P" Sta <a href="#">20+51</a> to Sta <a href="#">27+90</a> Rt	<a href="#">Construct class 1 trail</a>	<a href="#">0 to 1.0'</a>
"R2" Sta <a href="#">79+64.16</a> to Sta <a href="#">83+93.31</a> Rt	<a href="#">Pavement widening</a>	<a href="#">0 to 1.5'</a>

#### **14-11.08D Submittals**

##### **14-11.08D(1) General**

Not Used

##### **14-11.08D(2) Soil Sampling and Analysis Requirements**

Perform soil sampling and analysis for lead in the proposed excavation areas ("R1" line from station 62+43.56 to station 65+45 Lt, "P" line from station 20+51 to station 27+90 Rt, and "R2" line from station 79+64.16 to station 83+93.31 Rt) before the start of excavation activities. The sample collection must be designed to generate a data set representative of the entire volume of proposed excavation. A minimum of seven borings shall be completed in each of the proposed excavation areas that are unpaved. A 0-0.5'-deep soil sample, a 0.5'-1'-deep soil sample, and a 1'-1.5'-deep soil sample shall be collected from each boring. Do not collect composite samples or mix individual samples to form a composite sample. The soil samples shall be analyzed for total lead by US EPA Method 6010B, soluble lead by the California Waste Extraction Test (CA WET), and soluble lead by the Toxicity Characteristic Leaching Procedure (TCLP). Statistically analyze the samples' laboratory results using the US EPA's ProUCL software to define 95 percent upper confidence limit (i.e., for soil lead, WET-soluble lead, and TCLP soluble lead) for each excavation area. All chemical analyses must be performed by a laboratory certified by the State Water Resources Control Board's Environmental Laboratory Accreditation Program (ELAP).

Submit a soil sampling and analysis plan that documents the boring locations, soil sample collection and preservation procedures, laboratory analyses, and name of analytical laboratory 15 days prior to beginning any soil sampling or analysis. Allow 10 days for review. Resubmit the soil sampling and analysis plan with revisions required by the Engineer within 7 days. Do not start soil sampling work until the soil sampling and analysis plan is authorized.

##### **14-11.08D(3) Excavation and Transportation Plan**

Within 30 days of Contract approval, submit 3 copies of an excavation and transportation plan for regulated material. Allow 15 days for review. If the plan requires revisions, the Department provides comments. Submit a revised plan within 7 days of receiving comments. The Engineer may allow construction to proceed while minor revisions or amendments are being completed.

The excavation and transportation plan must comply with:

1. DTSC regulations
2. ADL Agreement
3. Cal/OSHA regulations

The excavation and transportation plan must include:

1. Procedures for managing the material.
2. Excavation schedule by location and date.
3. Dust control measures.
4. Transportation equipment and routes.
5. Method for preventing spills and tracked material onto public roads.
6. Truck waiting and staging areas.
7. Name and address of the California Class I disposal facility where hazardous waste will be disposed of.
8. Spill contingency plan for regulated material containing ADL.
9. Copies of the contract plan sheets where the location and depth of the existing regulated material are shown, as an attachment.

##### **14-11.08D(4) Burial Location Report**

Not Used

##### **14-11.08D(5) Analytical Test Results**

Soil samples must be analyzed within 48 hours of delivery to a laboratory certified by the ELAP. Submit analytical test results to the Engineer as soon as they are available. The analytical test results must include the chain of custody for the samples; analytical results; statistical analyses of the data using US EPA's ProUCL software, along with the 95 percent upper confidence limit; and comparison of sample results and 95 percent upper confidence limits to hazardous waste concentration thresholds.

**14-11.08D(6) Disposal Documentation**

Submit documentation from the receiving disposal facility confirming appropriate disposal within 5 business days of transporting Type Z-2 material from the job site.

**14-11.08E Dust Control**

Prevent visible dust migration under section 14-11.04 during management of regulated material.

**14-11.08F Air Monitoring**

Not Used

**14-11.08G Stockpiling**

Do not stockpile Type Z-2 material. Transfer Type Z-2 material directly from the excavation to containers or trucks for transportation to the disposal facility.

**14-11.08H Placement**

Not Used

**14-11.08I Surveying Burial Site**

Not Used

**14-11.08J Material Transportation**

Before traveling on public roads outside the controlled access construction zone, remove loose and extraneous regulated material from outside surfaces of containers and the cargo areas of trucks. Place tarpaulins or other cover over the cargo as described in the authorized excavation and transportation plan. You are responsible for costs due to spillage of regulated material during transport.

Transport excavated Type Z-2 material using:

1. Hazardous waste manifest
2. Hazardous waste transporter with a current DTSC registration certificate and CA Highway Patrol (CHP) Basic Inspection of Terminals (BIT) Program documentation with a satisfactory rating.

**14-11.08K Disposal**

**14-11.08K(1) General**

Laws and regulations that govern disposal of regulated material include:

1. Health & Safety Code § 25100 et seq
2. 22 CA Code of Regs § 66250 et seq
3. 8 CA Code of Regs

[Perform laboratory analysis of the material for disposal purposes.](#)

The [City](#) pays for sampling and analysis required by [the California Class I disposal facility](#). [The contract lump sum price paid for soil sampling and analysis shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in collecting and analyzing materials for lead, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.](#)

[In the event the soils are not characterized as Type Z-2 materials based on testing results, a change order will be issued.](#)

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

This project includes removal of [yellow thermoplastic traffic stripe](#) that will produce hazardous waste residue.

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

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California [60](#) days after accumulating 220 lb of residue.

## **10-5 CONSTRUCTION STAKING**

Unless otherwise stated in the Special Provisions, the Contractor shall provide, preserve, and replace if necessary, all of the necessary construction stakes required for the construction of the project.

The Contractor shall provide all surveys required conducting and control the work and all survey shall be under the control of an independent land surveyor licensed in the State of California. The Contractor shall be fully responsible for layout and horizontal and vertical control of the construction of the project, including setting of line and grade stakes.

Prior to starting any construction, the Contractor shall submit to the Engineer for approval the frequency, information, and format of survey stakes and other construction control and the horizontal and vertical control to be used for the project. Immediately upon completion of the work, the Contractor shall submit to the Engineer copies of all survey and field notes.

As a final grade check, all curb and gutter placed shall be water tested upon stripping of forms.

The Contractor shall replace at the Contractor's sole expense and at no cost to the City, any survey marking or stakes that are disturbed or destroyed.

If in the opinion of the Engineer, it is necessary to bring independent surveyors on the job site to adequately control the work, the cost of the independent surveys will be deducted from the progress payment due to the Contractor.

## **MEASUREMENT AND PAYMENT**

The contract lump sum price for Construction Staking shall include full compensation for furnishing all equipment, materials, personnel necessary for construction staking and no additional compensation will be allowed therefor.

## **10-6 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS**

Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety," and 12 "Temporary Traffic Control", of the Standard Specifications and these special provisions. The first paragraph of Section 12-1.03, "Flagging Costs," shall not apply. In connection with said sections, it is understood that all lights, signs barricades, flagmen or other necessary devices shall be furnished and maintained by the Contractor at his own expense.

Construction area signs shall be furnished, installed, maintained, relocated, repositioned, and removed, when no longer required, in accordance with the provisions in the section 12 "Temporary Traffic Control", of the Standard Specifications and these special provisions.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and the motoring public. Convenient access to any driveways, houses and buildings along the line of work shall be maintained at all times. A right of entry to be obtained from the businesses during construction of driveways.

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

### **Add to the beginning of section 12-3.32C of the RSS for section 12:**

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure

**Add between the 9th and 10th paragraphs of section 12-3.32C of the RSS for section 12:**

Start displaying the message on the sign 5 minutes before closing the lane or shoulder or when directed by the Engineer.

**Add to section 12-4.02A(2):**

special day is the third Monday in January.

**Add between the 1st and 2nd paragraphs of section 12-4.02A(3)(c) of the RSS for section 12-4:**

Submit a contingency plan for each of the following activities:

1. [Activity requiring a complete roadway closure](#)
2. [Falsework erection or removal, including adjustments](#)
3. [HMA Paving](#)
4. [Striping](#)

**Replace 3 business days in the 1st sentence in the last paragraph of section 12-4.02A(3)(c) of the RSS for section 12-4 with:**

10 days

**Add between the 4th and 5th paragraphs of section 12-4.02C(1):**

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

Keep the full width of the ramp traveled way open for use by traffic on designated holidays.

For each 10-minute interval or fraction thereof past the time specified to open the closure, the amount for liquidated damages per interval shown in the table below is deducted. Liquidated damages are limited to 5 percent of the total bid per occurrence. Liquidated damages are not assessed if the Engineer orders the closure to remain in place beyond the scheduled pickup time.

Type of facility	Route	Direction or segment	Period	Liquidated damages/interval
Mainline	<a href="#">US 101</a>	<a href="#">Weekday Northbound Complete Closure</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$3,500/10 minutes</a> <a href="#">\$6,000/10 minutes</a> <a href="#">\$7,500/10 minutes</a>
Mainline	<a href="#">US 101</a>	<a href="#">Weekday Southbound Complete Closure</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$6,000/10 minutes</a> <a href="#">\$9,000/10 minutes</a> <a href="#">\$12,000/10 minutes</a>
Mainline	<a href="#">US 101</a>	<a href="#">Weekday Northbound Partial Closure</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$3,000/10 minutes</a> <a href="#">\$5,000/10 minutes</a> <a href="#">\$6,500/10 minutes</a>
Mainline	<a href="#">US 101</a>	<a href="#">Weekday Southbound Partial Closure</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$3,500/10 minutes</a> <a href="#">\$6,000/10 minutes</a> <a href="#">\$6,500/10 minutes</a>
<a href="#">Ramps</a>	<a href="#">US 101</a>	<a href="#">Northbound Complete Closure off ramp and Southbound lane closure off ramp</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$1,500/10 minutes</a> <a href="#">\$1,500/10 minutes</a> <a href="#">\$1,500/10 minutes</a>
<a href="#">Ramps</a>	<a href="#">US 101</a>	<a href="#">Southbound Complete Closure off ramp</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$1,500/10 minutes</a> <a href="#">\$1,500/10 minutes</a> <a href="#">\$2,000/10 minutes</a>
<a href="#">City Street</a>	<a href="#">Local</a>	<a href="#">City Street</a>	1st half hour 2nd half hour 2nd hour and beyond	<a href="#">\$1,500/10 minutes</a> <a href="#">\$1,500/10 minutes</a> <a href="#">\$1,500/10 minutes</a>



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

You may close [northbound Route 101 mainline, southbound Route 101 mainline, northbound US 101 loop off-ramp to southbound University Avenue, and southbound US 101 off-ramp to University Avenue to traffic](#) at 1 location in each direction of travel at a time as shown on charts no. [H1, H2, J1 and J2](#).

A complete freeway closure is allowed for the following activities:

1. Falsework erection and removal

Erect and remove falsework at 1 location and at 1 span at a time. During falsework erection and removal, detour the traffic in the lanes over which falsework is being erected or removed.

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

Closure restrictions for designated holidays and special days are shown in the following table:

<b>Lane Closure Restrictions For Designated Holidays And Special Days</b>											
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
x	<b>H</b> xx	xx	xx								
	<b>SD</b> xx										
x	xx	<b>H</b> xx	xx								
		<b>SD</b> xx									
	x	xx	<b>H</b> xx	xx							
			<b>SD</b> xx								
	x	xx	xx	<b>H</b> xx	xxx						
	x	xx	xx	<b>SD</b> xx	xxx						
				x	<b>H</b> xx						
				x	<b>SD</b> xx						
					x	<b>H</b> xx					
						<b>SD</b> xx					
						x	<b>H</b> xx	xx	xx	xx	
							<b>SD</b> xx				

**Legend:**

	Refer to lane requirement charts.
x	The full width of the traveled way must be open for use by traffic by <a href="#">5:00 A.M.</a> .
xx	The full width of the traveled way must be open for use by traffic.
xxx	The full width of the traveled way must be open for use by traffic until <a href="#">10:00 P.M.</a>
<b>H</b>	Designated holiday
<b>SD</b>	Special day

Working hours shall be from 7:30 am to 4:30 pm with the following restrictions on freeway, ramp and lane closures.

Comply with the requirements for the [complete freeway closure](#) shown in the following charts:

<p align="center"><b>Chart No. <u>H1</u></b> <b><u>Complete Freeway Closure Hours</u></b></p>																									
County: <a href="#">San Mateo</a>							Route/Direction: <a href="#">US 101 NB</a>							Post Mile: <a href="#">0.8/1.1</a>											
Closure limits: <a href="#">Immediately north of US 101/University Ave NB off-ramp to North of University Avenue OC</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu		C	C	C	C																				
Fri																									
Sat																									
Sun																									
<p>Legend:</p> <p><input type="checkbox"/> C Freeway may be closed completely.</p> <p><input type="checkbox"/> No complete closure is allowed.</p>																									
<p>REMARKS: <a href="#">Detour traffic per project plans sheet MI-4. NB 101 full freeway closure is not allowed in conjunction with SB 101 full freeway closure. Full freeway closure will be allowed only for falsework erection adjusting, and removal for bridge #35-0359. A total of 3 nights is anticipated.</a></p>																									
<p align="center"><b>Chart No. <u>H2</u></b> <b><u>Complete Freeway Closure Hours</u></b></p>																									
County: <a href="#">San Mateo</a>							Route/Direction: <a href="#">US 101 SB</a>							Post Mile: <a href="#">0.8/1.1</a>											
Closure limits: <a href="#">Immediately south of SB University Ave off-ramp to south of University Ave OC</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu			C	C	C	C																			
Fri																									
Sat																									
Sun																									
<p>Legend:</p> <p><input type="checkbox"/> C Freeway may be closed completely.</p> <p><input type="checkbox"/> No complete closure is allowed.</p>																									
<p>REMARKS: <a href="#">Detour traffic per sheet MI-2. SB 101 full freeway closure is not allowed in conjunction with NB 101 full freeway closure and as well not allowed with SB Off ramp closure. Full freeway closure will be allowed only for falsework erection, adjusting, and removal for bridge #35-0359. A total of 3 nights is anticipated.</a></p>																									

Freeway lane closures must comply with the requirements shown in the following charts:

<b>Chart No. <u>G1</u></b> <b><u>Freeway Lane Requirements</u></b>																									
County: <u>San Mateo</u>							Route/Direction: <u>US 101/NB</u>							Post Mile: <u>0.8/1.1</u>											
Closure limits: <u>Immediately south of NB University Ave off-ramp to north of University Avenue OC</u>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>																	<u>S</u>	<u>3</u>	<u>3</u>	<u>2</u>
Fri	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>																	<u>S</u>	<u>3</u>	<u>3</u>	<u>2</u>
Sat	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>S</u>													<u>S</u>	<u>3</u>	<u>2</u>
Sun	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>S</u>	<u>S</u>									<u>S</u>	<u>S</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>2</u>
<b>Legend:</b>																									
1 Provide at least 1 through freeway lane open in the direction of travel.																									
2 Provide at least 2 adjacent through freeway lanes open in the direction of travel.																									
3 Provide at least 3 adjacent through freeway lanes open in the direction of travel.																									
S Shoulder closure is allowed (right).																									
<b>REMARKS:</b>																									
<b>Chart No. <u>G2</u></b> <b><u>Freeway Lane Requirements</u></b>																									
County: <u>San Mateo</u>							Route/Direction: <u>US 101/SB</u>							Post Mile: <u>0.8/1.1</u>											
Closure limits: <u>Immediately south of SB University off-ramp to south of University Avenue OC</u>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																		<u>S</u>	<u>3</u>	<u>3</u>
Fri	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																	<u>S</u>	<u>S</u>	<u>S</u>	<u>3</u>
Sat	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>S</u>															<u>S</u>	<u>S</u>
Sun	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>S</u>											<u>S</u>	<u>S</u>	<u>S</u>	<u>3</u>	<u>2</u>
<b>Legend:</b>																									
1 Provide at least 1 through freeway lane open in the direction of travel.																									
2 Provide at least 2 adjacent through freeway lanes open in the direction of travel.																									
3 Provide at least 3 adjacent through freeway lanes open in the direction of travel.																									
S Shoulder closure is allowed (right).																									
<b>REMARKS:</b>																									

Comply with the requirements for the [complete ramp closure](#) shown in the following charts:

<p align="center"><b>Chart No. J1</b> <b>Complete Ramp Closure Hours</b></p>																									
County: <a href="#">San Mateo</a>							Route/Direction: <a href="#">US 101/NB</a>							Post Mile: <a href="#">0.8</a>											
Closure limits: <a href="#">Loop off-ramp to SB University Avenue</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Thu	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>																		<a href="#">C</a>	<a href="#">C</a>
Fri	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>																			<a href="#">C</a>
Sat	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>																	<a href="#">C</a>
Sun	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>													<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>
<p>Legend:</p> <p><input type="checkbox"/> <a href="#">C</a> Ramp may be closed completely.</p> <p><input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.</p>																									
<p>REMARKS:</p> <p><a href="#">See project plans sheet MI-1 for detour.</a></p>																									
<p align="center"><b>Chart No. J2</b> <b>Complete Ramp Closure Hours</b></p>																									
County: <a href="#">San Mateo</a>							Route/Direction: <a href="#">US 101/SB</a>							Post Mile: <a href="#">1.1</a>											
Closure limits: <a href="#">Off-ramp to University Avenue</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Thu	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>																			<a href="#">C</a>
Fri	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>																			
Sat	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>																	
Sun	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>															<a href="#">C</a>
<p>Legend:</p> <p><input type="checkbox"/> <a href="#">C</a> Ramp may be closed completely.</p> <p><input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.</p>																									
<p>REMARKS:</p> <p><a href="#">See project plans sheet MI-3 for detour.</a></p> <p><a href="#">SB off-ramp closure is not allowed in conjunction with SB mainline full closure.</a></p>																									

Comply with the requirements for the [freeway ramp lane closure](#) shown in the following chart:

Chart No. <b>J3</b> <a href="#">Freeway Ramp Lane Requirements</a>																									
County: <a href="#">San Mateo</a>							Route/Direction: <a href="#">US 101 SB</a>							Post Mile: <a href="#">1.1</a>											
Closure limits: <a href="#">Off-ramp to University Avenue</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																		<u>1</u>	<u>1</u>
Fri	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																			<u>1</u>
Sat	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																	<u>1</u>
Sun	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>														<u>1</u>	<u>1</u>	<u>1</u>
Legend:																									
<input type="checkbox"/> 1 Provide at least 1 ramp lane, not less than 11 feet in width, open in the direction of travel.																									
<input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.																									
REMARKS: <a href="#">SB off-ramp lane closure is not allowed in conjunction with SB mainline full closure.</a>																									

Comply with the requirements for [city street lane closures](#) shown in the following charts:

Chart No. <b>M1</b> <a href="#">City Street Lane Requirements</a>																									
Location: <a href="#">City of East Palo Alto</a>							Direction: <a href="#">NB</a>																		
Closure limits: <a href="#">University Avenue between Woodland Avenue and Donohoe Street</a>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Fri	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Sat	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>													<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Sun	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>											<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Legend:																									
<input type="checkbox"/> 1 Provide at least 1 city street lane open in the direction of travel.																									
REMARKS:																									

Chart No. <u>M2</u> City Street Lane Requirements																									
Location: <u>City of East Palo Alto</u>										Direction: <u>SB</u>															
Closure limits: <u>University Avenue between Donohoe Street and Woodland Avenue</u>																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Thu	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																			<u>1</u>
Fri	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																			<u>1</u>
Sat	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																		<u>1</u>
Sun	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>														<u>1</u>	<u>1</u>
Legend:																									
1	Provide at least 1 city street lane open in the direction of travel.																								
REMARKS:																									

**Replace the 1st paragraph of section 12-4.02C(7)(a) of the RSS for section 12 with:**

Control traffic using stationary closures, except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

No other closure will be allowed unless approved in writing by the Engineer.

The Contractor shall designate a person, in writing, to be responsible for managing traffic control operations and public safety.

All vehicles exceeding 12,000 pounds gross weight hauling materials to the job sites shall follow established truck route streets to the closest point of the job site unless directed otherwise by the Engineer.

The Contractor shall submit a traffic control plan at least 15 working days prior to start of construction for review by the Engineer that conforms to all requirements of these specifications. No work affected by lane closures, detours, and parking prohibitions shall begin until written permission is received from the Engineer.

Contractor shall submit a sequence of operations plan that demonstrates what areas will be open to public traffic during non-working hours and the associated traffic control devices required for safety. The plan should show access for all residences and businesses whenever possible throughout the duration of the project.

Traffic control plans and construction area signs shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices.

**PEDESTRIAN AND BICYCLE ACCESS**

The Contractor shall submit to the Engineer for approval a detailed plan for maintaining safe pedestrian and bicycle access through and past the work areas at all times. The designated pedestrian and/or bicycle paths shall be continuous, ADA compliant, solid surface material, and a minimum of four (4) feet wide and street crossings, where required and approved, shall be clearly marked and delineated.

The Contractor is responsible to provide and maintain whatever barricades, fencing, railings, signs, lights, or any other materials necessary to ensure the safety of pedestrians, bicyclists, and vehicular traffic.

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety", of the State Standard Specifications.

**Replace *Reserved* in section 12-4.03C(1) of the RSS for section 12-4.03 with:**

At each location where falsework is constructed over a street or route provide openings through the bridge falsework. The Engineer determines the exact location of the openings. The type, minimum width, height, and number of openings at each location, and the location and maximum spacing of the falsework lighting if required for each opening, must comply with the requirements shown in the following table:

**University Avenue POC over Route 101 Mainline**

Structure identification  
(e.g., street no., street name, route no.)

	Number	Width (feet)	Height (feet)
Vehicle openings <sup>b</sup>	<u>2</u>	<u>61</u>	<u>15</u>
Pedestrian openings			
	Location	Spacing <sup>a</sup> (feet)	
Falsework pavement lighting	<u>R and L with C staggered 1/2 space</u>	<u>40</u>	

NOTE:

R = Right side of traffic

L = Left side of traffic

C = Centered overhead

<sup>a</sup>Spacing is the maximum distance from center to center between fixtures.

<sup>b</sup>Width of vehicular openings is the clear width between temporary railings or other protective work.

**University Avenue POC over Route 101 Ramps**

Structure identification  
(e.g., street no., street name, route no.)

	Number	Width (feet)	Height (feet)
Vehicle openings <sup>b</sup>	<u>2</u>	<u>37</u>	<u>15</u>
Pedestrian openings			
	Location	Spacing <sup>a</sup> (feet)	
Falsework pavement lighting	<u>R and L staggered 1/2 space</u>	<u>40</u>	

NOTE:

R = Right side of traffic

L = Left side of traffic

C = Centered overhead

<sup>a</sup>Spacing is the maximum distance from center to center between fixtures.

<sup>b</sup>Width of vehicular openings is the clear width between temporary railings or other protective work.

**10-7 CLEARING AND GRUBBING**

Clearing and Grubbing shall conform to the provisions in Section 17-2 “Clearing and Grubbing,” of the Standard Specifications and these special provisions.

The work shall consist of removing all objectionable material within the limits of work shown on the plans and as directed by the Engineer. The contractor shall remove all pavement, concrete, curb and gutter, trees, and any other facilities or items as shown on the plans or as directed by the Engineer, which are in the area of work and will not be incorporated in the final project. Vegetation shall be cleared and grubbed only within the highway right of way and other specified areas. All trees, shrubbery, or other plants where indicated on the plans or directed by the Engineer

shall be removed. Tree stumps and roots shall be removed to a minimum of 18 inches below grade and chemically treated to prevent re-growth. Resulting voids shall be backfilled and compacted per applicable sections of these specifications. The Contractor shall remove trees in advance of the construction of permanent improvements.

#### **MEASUREMENT AND PAYMENT**

Full compensation for remove tree shall be considered as included in the contract lump sum price paid for Clearing and Grubbing and no additional compensation will be allowed therefor.

#### **10-8 CHANNELIZER, TEMPORARY RAILING AND TEMPORARY CRASH CUSHION**

Channelizers, temporary railing and temporary crash cushion shall conform to the requirements for traffic control devices in Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.

#### **10-9 REMOVE PAVEMENT MARKER**

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

#### **10-10 REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING**

This work includes removing existing traffic stripe and pavement marking at the locations shown on the plans. Attention is directed to Section 10-4 of these special provisions regarding handling of yellow thermoplastic stripe.

**Replace section 84-9.03B of the RSS for section 84-9 with:**

#### **84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead**

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan

#### **10-11 REMOVE SIGN**

All existing signs, sign posts or foundations shown on the plans to be removed shall be removed and disposed of. All work shall be in accordance with section 15 "Existing Facilities", of the Standard Specifications and these special provisions.

#### **10-12 RELOCATE SIGN**

All existing signs shown to be relocated shall be relocated to the locations shown on the plans. New posts and foundation shall be provided for the relocated signs. All work shall be in accordance with section 15 "Existing Facilities", of the Standard Specifications and these special provisions. Removed material shall be disposed of.

#### **10-13 EXISTING DRAINAGE FACILITIES**

Work covered in this section includes removing, adjusting, and capping drainage facilities in conformance to the provisions in Section 71 "Existing Drainage Facilities," of the Standard Specifications and these special provisions.

All materials removed during adjustment shall become the property of the Contractor and shall be properly disposed of. The existing grate shall be replaced with new grate.



Concrete shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications. The concrete shall contain not less than 590 pounds of cementitious material per cubic yard.

Where inlets are located in areas to be paved or surfaced, no individual structure shall be constructed to final grade until the paving or surfacing has been completed immediately adjacent to the structure.

#### **10-14 REMOVE CHAIN LINK FENCE**

All existing chain link fence including foundation shown on the plans to be removed shall be removed and disposed of.

#### **10-15 REMOVE METAL BEAM GUARD RAIL**

All existing metal beam guard rail including foundation shown on the plans to be removed shall be removed and disposed of. Comply with section 10-4 regarding handling of wood posts.

#### **10-16 REMOVE BASE AND SURFACING**

All work shall be in accordance with section 15 "Existing Facilities", of the Standard Specifications and these special provisions.

Existing asphalt concrete (AC) surfacing shown on the plans to be removed, shall be removed to a depth of at least 0.65 ft or as required to completely remove the existing asphalt concrete below the grade of the existing surface. No thin layer of existing AC to remain on the base rock surface. Resulting holes and depressions shall be backfilled with earthy material selected from excavation to the lines and grade established by the Engineer.

The material removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 16-1.03D, "Disposal," of the Caltrans Standard Specifications.

#### **10-17 COLD PLANE ASPHALT CONCRETE PAVEMENT**

Cold plane asphalt concrete pavement shall conform to Section 39 of the Standard Specifications and these special provisions.

### **Replace section 36-4 with:**

#### **36-4 RESIDUE CONTAINING LEAD FROM PAINT AND THERMOPLASTIC**

##### **36-4.01 GENERAL**

Section 36-4 includes specifications for performing work involving residue from grinding and cold planing that contains lead from paint and thermoplastic.

##### **36-4.02 MATERIALS**

Not Used

##### **36-4.03 CONSTRUCTION**

The residue from grinding or cold planing contains lead from paint and thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated by the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

##### **36-4.04 PAYMENT**

Cold plane asphalt concrete pavement will be measured by the square yard for payment.

## 10-18 REMOVE CONCRETE

Remove concrete shall be in accordance with section 15-3 "Concrete Removal", of the Standard Specifications and these special provisions.

Where no joints exist in the pavement on the line at which concrete is to be removed, a straight, neat cut with a power driven saw shall be made along the line to a minimum depth of 2 inches before removing the concrete. Full compensation for sawing joints of removal lines, as required, shall be considered as included in the contract price paid for removal of various concrete items and no additional compensation will be allowed therefore.

## 10-19 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Roadway excavation shall conform to the provisions of Section 19-2, "Roadway Excavation" of the Standard Specifications. Roadway excavation shall consist of all excavation involved in grading and construction of the roadway including grading of sidewalk, driveway and conform areas.

Locally soft soils encountered in drainage system excavations or at pavement subgrade shall be removed to a depth of 12 inches below the drainage system invert; stabilization fabric should be placed along the base of the excavated area prior to placing engineered fill or bedding material.

Existing ditches or swales present in areas to receive new embankment fills or pavements shall be backfilled in accordance with Section 19 of the Standard Specifications for embankment fill or structure backfill, as applicable. Backfill consisting of on-site soil (when approved to be re-used after testing) shall have a minimum R-value of 15 if within 4 feet of the grading plane; if imported soil is used as backfill, it shall have minimum R-value of 20. Prior to backfilling, all debris, loose/soft rock and soil, pipes, fabric, vegetation and other deleterious materials shall be removed down to undisturbed native soil. Holes that remain following removal of guard rail posts and roadway signs shall be backfilled with lean concrete.

All aggregate base (new or existing) shall be compacted to a minimum of ninety-five percent (95%) to within 6 inches directly below the grading plane for the full width of the roadbed between and including curbs. The compaction requirement under and behind sidewalk shall be ninety percent (90%). No material shall be placed above any layer of prepared base material, which does not meet the relative compaction requirement, and until the base material has been approved by the Engineer.

Immediately prior to placing subsequent layers of materials thereon, the grading plane shall conform to Section 19-1.03C, "Grade Tolerance," of the Standard Specifications.

If after all grading and paving operations are complete, a surplus of material exists, that material regardless of character, shall be the property of the Contractor and shall be removed from the project site. All costs associated with removal of the surplus material shall be borne entirely by the Contractor and no separate payment shall be made therefore.

Selected materials shall be defined as materials which are excavated from the project site and which are satisfactory for use in fills, embankments, backfill or other uses as directed. Such material shall be suitable for compaction, have no cemented lumps or rock larger than 2.5 inches in greatest dimension, be free of topsoil, organic and other deleterious materials and shall be approved by the Engineer. Selected material shall be used as specified in Section 19-2.03D, "Selected Material," of the State Standard Specifications.

Compaction of subgrade by ponding or jetting will not be allowed.

All excavations and trenches shall be supported in the manner set forth in the rules, orders and regulations prescribed by the Industrial Accident Commission of the State of California. Excavations and trenches that exceed five feet (5') in depth shall comply with the Division of Industrial Safety (OSHA) standards.

The Contractor's attention is directed to Section 7-1.02K(6)(B) "Excavation Safety, of the Caltrans Standard Specifications and to the applicable provisions of the Labor Code of the State of California. (2010 Edition).

Excavations and trenches 5 feet or greater shall comply with Cal/OSHA regulations.

Unsuitable material, as defined in Section 19-1.03B, “Unsuitable Material,” of the standard specifications, encountered below the grading plane shall be excavated and disposed of as directed by the Engineer. The removal and disposal of unsuitable material will be paid as for Roadway Excavation for the quantities involved. The resulting space shall be filled and compacted with material suitable for planned use and as approved by the Engineer.

**Replace section 19-2.03D(2) with:**

**19-2.03D(2) Topsoil**

Section 19-2.03D(2) includes specifications for excavation, handling, and placing topsoil.

Excavate the top 12 inches of topsoil from where shown. Include leaf litter and extraneous organic matter in the excavation.

Place the topsoil at the top of the slope. If there is insufficient space at the top of the slope and an alternative location is not shown, submit an alternative location to the Engineer. If stockpiling of topsoil is ordered, excavate and stockpile the topsoil until the topsoil is placed in its final position. This work is change order work.

Place and spread the topsoil where shown in its final position to a uniform layer thickness. Compact the topsoil finished surface uniformly using track-mounted equipment run perpendicular to slope contours. Section 19-5.03C does not apply to topsoil compaction.

If you stockpile topsoil, stockpiles must:

1. Not be higher than 5 feet
2. Not be covered with a material that will stop air circulation, increase soil temperatures, or harm beneficial biological activity and resident seeds
3. Be marked with signs and flags as *Topsoil*

**Add between the 8th and 9th paragraphs of section 19-2.03G:**

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to the slope contours.

Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of 8 inches.

**Add to the end of section 19-3.01A:**

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

**Add to the list in the 2nd paragraph of section 19-6.01A:**

5. Installing settlement platforms where shown, including associated settlement monitoring.

**Add to section 19-6.01C:**

Submit shop drawings for settlement platforms.

Submit settlement monitoring data and results for each location where a settlement platform is installed.

**Replace the 5th paragraph of section 19-6.03D with:**

Install settlement platforms where shown. If ordered, install additional settlement platforms. The installation of additional settlement platforms is change order work.

**Add to section 19-6.03D:**

Settlement periods and surcharges are required for bridge approach embankments as shown in the following table:

Bridge name or number	Abutment number	Bent number	Surcharge height (feet)	Settlement period (days)
<a href="#">35-0359</a>	<a href="#">1</a>		<a href="#">0.0<sup>a</sup></a>	<a href="#">90</a>

<sup>a</sup>At this location, construct embankment by extending the grading plane (GP) in the elevation view of the bridge embankment surcharge detail of standard plan A62B horizontally to the centerline of the abutment.

**Add to the end of section 19-6.03D:**

**19-6.03D(1) Settlement Monitoring**

Settlement platforms must conform to the requirements for embankment settlement devices in California Test 112. Settlement monitoring must conform to the requirements of California Test 112.

Perform settlement monitoring by survey accurate to 0.01 foot.

In addition to the requirements of California Test 112, at each settlement platform record the top of wood or plywood platform elevation prior to the placement of any embankment.

**10-20 IMPORTED BORROW**

Imported borrow shall conform to the requirements in Section 19-7, “Borrow Material” of the Standard Specifications.

**10-21 EROSION CONTROL**

Erosion control works include furnishing and installing rolled erosion control product (netting), hydromulch, fiber rolls, hydroseed, compost as shown on the plans and specified in the Standard Specifications and these special provisions.

The Contractor shall apply temporary hydraulic mulch (bonded fiber mix) on the embankment slopes after placement before the start of rainy season conforming to the requirements in Section 21-2 of the Standard Specifications.

**Add to section 21-2.02H:**

Straw must be certified weed free under the Department of Food and Agriculture.

**Replace section 21-2.02K with:**

**21-2.02K Compost**

Compost must be derived from one or a combination of the following types of materials:

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.

Process compost materials under 14 CA Code of Regs § 17868.3.

**Compost**

Quality characteristic	Test method <sup>a</sup>	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6–8.5	6-8.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0-10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25-60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30-100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO <sub>2</sub> -C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1%	Combined total: < 0.1%

<sup>a</sup>TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

**Replace section 21-2.02P with:**

The particle size must comply with the requirements shown in the following table:

**Compost Gradation**

Quality characteristic	Test method <sup>a</sup>	Requirement	
		Min	Max
Gradation Fine:(dry weight % passing) 1-inch sieve 3/8-inch sieve	TMECC 02.02-B	100 95	-- --
Gradation Medium:(dry weight % passing) 2-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 40	-- 55
Gradation Coarse:(dry weight % passing) 3-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 25	-- 35

<sup>a</sup>TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

**21-2.02P Fiber Rolls**

Fiber roll must be a premanufactured rolled filled with mattress coir fiber. Fiber roll must be covered with a biodegradable high strength bristle coir twine netting secured tightly at each end and must be 12” diameter and at least 3lb/ft.

**Add to first paragraph in section 21-2.03O with:**

Prior to installing RECP, construct groundcover planting furrow in locations shown on plans and per section 21-3.02C(2).

**Add second paragraph in section 21-2.03P with:**

Prior to installing fiber roll, construct groundcover planting furrow directly behind where coir log is to be placed as shown on plans, construction details and Section 21-3.02C(2).

**Replace section 21-2.02Q with:**

**21-2.02Q Compost Socks**

Compost sock must have a functional longevity of 1 year. Compost sock must be an 8- or 12-inch diameter mesh tube filled with compost. Mesh tubing must be clean, evenly woven, and free of encrusted concrete or other contaminating materials, cuts, tears, broken or missing yarns, and thin, open, or weak places. Compost sock may be a prefilled mesh tube or be filled at the job site.

Mesh tubing must be composed of a natural biodegradable product, such as cotton, jute, sisal, burlap, wood-based yarn, or coir.

Mesh tubing must be composed of polypropylene UV photodegradable netting.

The compost used to fill the mesh tubing must comply with the requirements shown in the following table:

<b>Compost</b>		
Quality characteristic	Test method <sup>a</sup>	Requirement
pH	TMECC 04.11-A	5.5–8.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10
Moisture content (% wet weight)	TMECC 03.09-A	0-70
Organic matter content (% dry weight)	TMECC 05.07-A	30–100
Stability (mg CO <sub>2</sub> -C/g OM per day)	TMECC 05.08-B	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1

<sup>a</sup>TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The particle size of the compost must comply with the requirements shown in the following table:

<b>Compost Gradation</b>			
Quality characteristic	Test method <sup>a</sup>	Requirement	
		Min	Max
Gradation (dry weight % passing):	TMECC 02.02-B		
3-inch sieve		95	--
3/8-inch sieve		10	40

<sup>a</sup>TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

**10-22 AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions of the Section 26 “Aggregate Bases” of the Standard Specifications and these special provisions.

Aggregate base under concrete sidewalk and curb ramps shall be 4” minimum.

**MEASUREMENT AND PAYMENT**

Aggregate base under concrete sidewalks and curb ramps will not be measured by payment.



Pile location		Conditions
Bridge no.	Support location	
<a href="#">35-0359</a>	<a href="#">Both abutments and all bents</a>	<a href="#">Sloughing and caving associated with loose and medium dense sands below the groundwater table, noise control, staged construction and traffic control</a>
<a href="#">35-0359</a>	<a href="#">All bents</a>	<a href="#">Potentially gassy with special conditions</a>

**Add to section 49-3.01A:**

Steel casing must comply with section 49-3.02.

**Add to section 49-3.02B(6)(c):**

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design  
P.O. Box 168041  
MS# 9-4/11G  
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:



**SlurryPro CDP**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

**Super Mud**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

**Shore Pac GCV**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

**Terragel or Novagel Polymer**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

**BIG-FOOT**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

**POLY-BORE**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	62.8-65.8 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		62.8-64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–80
Before final cleaning and immediately before placing concrete (sec/qt)		50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

**Add to section 49-3.02C(1):**

If the piling center-to-center spacing is less than 4 pile diameters, do not drill holes or drive casing for an adjacent pile until 24 hours have elapsed after concrete placement in the preceding pile and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

**Add to section 49-3.02C(5):**

If inspection pipes are not shown:

1. Include in the pile installation plan a plan view drawing of the pile showing reinforcement and inspection pipes.
2. Place inspection pipes around the pile reinforcing cage, in contact with the inside of the outermost spiral or hoop reinforcement.



## 10-29 TRASH NET

### 62-16.01 GENERAL

Section 62-16 includes specifications for fabricating and installing trash nets.

Trash net pipe must be corrugated metal pipe under section 66, steel plate pipe under section 67, welded steel pipe under section 70-3, or stainless steel complying with ASTM A276 Type 304.

Concrete must be minor concrete.

Downdrain must comply with section 69.

### 62-16.02 MATERIALS

#### 62-16.02A General

Trash net clamp must be stainless steel and comply with ASTM A276 Type 304 or galvanized steel. Trash net clamp must be designed to allow removal and replacement of the trash net:

1. Using common tools for galvanized steel clamps
2. And be tamper-proof for stainless steel clamps

Net support rings must be bar reinforcement.

Nylon zip ties must be heavy duty and UV resistant.

#### 62-16.02B Trash Nets

##### 62-16.02B(1) General

Openings in the net material must trap particles 5 mm and larger. Each opening must be at least 0.02 square inches. Net material must:

1. Be stable from -20 to +115 degrees F without melting, deforming or loss of mechanical and chemical properties
2. Be unaffected by chemical pH from 4.5 to 7.5
3. Have a minimum abrasion resistance of 40 cycles under ASTM D3884 with non-resilient wheels with medium coarse abrasive action and a load of 1,000 grams per wheel

Net material must comply with the requirements in the following table:

**Trash Net Properties**

Quality characteristic	Test method	Requirement
Tensile strength, direction of fabric wales (min, lb)	ASTM D5034	250
Tensile strength, direction of fabric courses (min, lb)	ASTM D5034	220
Apparent elongation (min, %)	ASTM D5034	100
Burst strength (min, lb)	ASTM D3787	250

##### 62-16.02B(2) Disposable Trash Net

Disposable trash net must be UV-resistant nylon or high tenacity polyethylene.

Disposable trash net fabric must be knotless and knitted. Seams must be rolled and stitched and withstand a burst strength of 250 lb when tested under ASTM D3787.

##### 62-16.02B(3) Reusable Trash Net

Reusable trash net must be one of the following:

1. UV-resistant nylon
2. High tenacity industrial grade Type 6 nylon filament
3. Black, high density polyethylene with 2 to 4 percent carbon black

Reusable trash net must have an expected life expectancy of 10 years.

### **62-16.03 CONSTRUCTION**

Finish the concrete under the trash net with a steel trowel to achieve a smooth, low friction surface.

If the trash net pipe fits inside the culvert, seal the annular space between the outside of the trash net pipe and the inside of the culvert with non-shrinking grout.

Net must have supports to keep it open beyond the end of the pipe extension. If net supporting ring is used, the ring must be vertical. Attach net to support ring with nylon strip ties at 9, 11, 1 and 3 o'clock positions. Strip tie must allow 1 inch of space between the support ring and net.

Install the trash net clamp under the manufacturer's instructions. Trash net clamp must keep the net in place under normal flow conditions.

Do not drive on trash net.

### **62-16.04 PAYMENT**

Full compensation for trash nets shall be considered as included in the contract price paid for the associated drainage item and no additional payment will be made therefor.

### **10-30 CONCRETE CURBS AND SIDEWALKS**

Attention is direction to Section 73 "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions for works involving constructing concrete curbs, curbs and gutters, sidewalks, curb ramps, concrete median paving, and other miscellaneous portland cement concrete construction.

City seal stamps shall be placed as shown on the plans. Full compensation for placing city seal stamp on concrete shall be considered as included in the various contract prices paid for the types of minor concrete.

#### **Add to section 73-1.02A:**

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

#### **Add to section 73-3.01C:**

Within 2 business days of completing the surveys, submit preconstruction and post-construction surveys sealed and signed by one of the following:

1. Land surveyor licensed in the State
2. Engineer who is registered as a civil engineer in the State

#### **Replace *Reserved* in section 73-3.01D(3) with:**

For locations shown, perform a preconstruction survey to ensure forms and job site constraints will allow for compliance with required design dimensions and slopes shown. Upon completing the work, perform a post-construction survey to verify design dimensions and slopes requirements are met. The post-construction survey must include a minimum of 3 measurements for each dimension and slope requirement shown. Individual measurements must be equally distributed across the specified slope or dimensional surface. Document and submit these measurements on the Americans with Disabilities Act Compliance Inspection Report form for the facility type shown. Include the equipment and control used to conduct the survey.

#### **Add to the beginning of section 73-3.03:**

Before placing concrete, verify that forms and job site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter job site conditions that will not accommodate the design details. Ordered modifications are change order work.

## **10-31 LOCAL INFRASTRUCTURE**

**Replace *Reserved* in section 77 with:**

### **77-1 GENERAL**

#### **77-1.01 GENERAL**

Section 77-1 includes general specifications for constructing electrical systems.

#### **77-1.02 MATERIALS**

The electrical equipment and materials must comply with section 10-36 of these special provisions.

#### **77-1.03 CONSTRUCTION**

Install electrical equipment comply with section 10-36 of these special provisions.

#### **77-1.04 PAYMENT**

Not Used

### **77-2 LIGHTING (CITY STREET)**

#### **77-2.01 GENERAL**

##### **77-2.01A Summary**

Section 77-2 includes specifications for constructing lighting (City Street).

Lighting (City Street) includes removing, adjusting, or adding:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
5. Standards
6. Luminaires
7. Fuse splice connectors

The components for lighting (City Street) are shown on the plans.

#### **77-2.02 MATERIALS**

The City street light must be:

Holophane Tera Drop series or approved equal for street and pedestrian lights as shown on the plans.

[Bollard lights to be installed on POC must be 5 W LED B-K Lighting BS series, model number is BS-LED-e102-A9-BLA-B-BLP-30-T or approved equal.](#)

#### **77-2.03 CONSTRUCTION**

Install handrail lights and converters per manufacturers' recommendation.

#### **77-2.04 PAYMENT**

Not Used

### **77-3 SIGNAL AND LIGHTING (CITY STREET)**

#### **77-3.01 GENERAL**

##### **77-3.01A Summary**

Section 77-3 includes specifications for constructing signal and lighting (City Street).

Signal and lighting (City Street) includes relocating, removing, adjusting, or adding:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
5. Cables
6. Standards
7. Signal heads
8. Internally illuminated street name signs
9. Detectors
10. Accessible pedestrian signals
11. Pedestrian signal heads
12. Luminaires
13. Photoelectric control
14. Fuse splice connectors
15. Video image detection system

The components for signal and lighting (City Street) are shown on the plans.

#### **77-3.02 MATERIALS**

The electrical equipment and materials must comply with City Standards and section 10-36 of these special provisions

#### **77-3.03 CONSTRUCTION**

Install electrical equipment in conformance with City Standard and section 10-36 of these special provisions.

#### **77-3.04 PAYMENT**

Not Used

### **77-4 RECTANGULAR RAPID FLASHING BEACON SYSTEM**

#### **77-4.01 GENERAL**

##### **77-4.01A Summary**

Section 77-4 includes specifications for constructing rectangular rapid flashing beacon (RRFB) system (City).

A rectangular rapid flashing beacon system (City) includes:

1. Foundations
2. Conductors
3. Standards
4. Accessible pedestrian signals
5. Batteries
6. Charge controllers
7. Enclosures for battery and charge controller
8. Rectangular rapid flashing beacons
9. Service equipment enclosure

The components of a rectangular rapid flashing beacon system are shown on the plans.

#### **77-4.02 MATERIALS**

The RRFB consists of a housing and rectangular beacons.

The RRFB system (City) must:

1. Flash the two rectangular beacons, in a rapidly alternating (wig-wag) sequence, within 150 ms from activation.
2. Be activated by an accessible pedestrian signal.
3. Be dimmable during nighttime operation only.
4. Be able to control an advanced flashing beacon. The advance flashing beacon must turn on and off simultaneously with the RRFB.



5. Have a flashing rate for each beacon that is not between 5 to 30 flashes per second.
6. Provide 75 flashing sequences per minute. Each 800 ms flashing sequence must operate using the following sequence:
  - 6.1. The left-hand side beacon illuminated for 50 ms followed by both beacons being dark for 50 ms.
  - 6.2. The right-hand side beacon illuminated for 50 ms followed by both beacons being dark for 50 ms.
  - 6.3. The left-hand side beacon illuminated for 50 ms followed by both beacons being dark for 50 ms.
  - 6.4. The right-hand side beacon illuminated for 50 ms followed by both beacons being dark for 50 ms.
  - 6.5. Both beacons illuminated for 50 ms followed by both beacons being dark for 50 ms.
  - 6.6. The right-hand side beacon illuminated for 50 ms followed by both beacons being dark for 250 ms.
7. Be normally dark and initiate operation only upon pedestrian actuation and cease operations after a predetermined time after the pedestrian actuation. When using passive detection, the operation must terminate after the pedestrian clears the crosswalk.

The housing must:

1. Corrosion-resistant, powder-coated aluminum with stainless steel fasteners.
2. Be IP65-IP67 rated.
3. Include an integral indication light that can be aimed towards the pedestrian side. The indication must turn on when the RRFB system is in operation.

Each rectangular beacon must:

1. Be a minimum 5 inches wide by 2 inches high.
2. Be aligned horizontally in the housing with a minimum 7 inches space between the two beacons. The space must be measured between the inside edges of the two beacons.
3. Use a yellow LED array as the light source.

Battery must be 12 V(dc) sealed gel, sealed lead acid, or absorption glass mat.

Battery capacity must be for 5 days with 3 hours of continuous operation with no additional charge from the photovoltaic panel.

Charge controller must:

1. Regulate the voltage and current coming from the photovoltaic panel going to the battery and load.
2. Use series regulation.

Enclosure must be at least NEMA 3R-rated.

The accessible pedestrian signal must comply with section 86-1.02T.

#### **77-4.03 CONSTRUCTION**

Install the W11-2 and a W16-7P sign on the standard.

Install and align the RRFB between the W11-2 and a W16-7P sign, with the longer dimension horizontal.

Ensure the outside edges of the RRFB do not project beyond the outside edges of the W11-2 signs.

Aim the indication light so that it is visible by pedestrians in the crosswalk.

Connect the battery in parallel to provide 12 V(dc). Install a glass type fuse holder with fuse according to the manufacturer's instructions.

#### **77-4.04 PAYMENT**

Not Use

### 10-32 CHAIN LINK FENCE

Chain link fence shall conform with Section 80, "Fences" of the Standard Specifications and these special provisions.

Chain link fence shall be vinyl clad. The color of the vinyl coating must be black.

### 10-33 SIGNS AND MARKERS

This work shall consist of furnishing all materials, equipment and labor necessary in the fabrication and installation or re-installation of all the metal signs as shown on the plan(s) in conformance with Section 82, "Signs and Markers" of the standard Specifications and these special provisions. Signage items shall include all surface preparation, pole, installation, pole foundation, sign and hardware installations as required. Included also is any necessary removal, salvage, temporary signage, relocation, and traffic control required to accomplish the scope of work detailed on the drawings and as described in these specifications. It may be necessary to phase the construction of the signage in the interest of public safety. The Contractor shall install signs when required to maintain public safety or convenience, as determined by the Engineer.

All sign locations shall be field verified and approved by the Engineer prior to excavation for the sign foundation.

All signing shall conform to the 2014 edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and these special provisions. Shop drawings for all signs shall be submitted for review by the Engineer prior to fabrication.

**Replace Reserved in section 82-5.02I with:**

**82-5.02I Special Marker**

**Flexible posts for special marker must be green and comply with Section 82-5.02D.**

**Retroreflective sheeting for front must be blue and comply with Section 82-5.02F.**

**Lettering for message must comply with Section 82-5.02H.**

### 10-34 TRAFFIC STRIPING, PAVEMENT MARKINGS AND PAVEMENT MARKERS

Work covered by this section includes striping and pavement markings and pavement markers. All work shall be in conformance with Section 84, "Markings" of the Standard Specifications and these special provisions.

All traffic striping and pavement markings shall be thermoplastic unless specified on the plans or directed by the Engineer.

**Replace the 2nd paragraph of section 84-2.03B(2)(b) the RSS for section 84-2 with:**

Apply extruded thermoplastic for traffic stripes in a single pass at a rate of at least 0.510 lb/ft of 6-inch-wide solid stripe. The applied thermoplastic must be at least 0.100 inch thick.

### 10-35 RAILINGS AND BARRIERS

Chain link railing, Midwest Guardrail System, concrete barrier shall conform with Section 83, "Railings and Barriers" of the Standard Specifications and these special provisions.

**Replace the 12th paragraph of section 83-2.06B with:**

Chain link fabric must be 9 gauge and must comply with AASHTO M 181, Type IV, Class B. The color of the vinyl coating must be black.

**Full compensation for steel plates for concrete barrier shall be considered as included contract prices paid for concrete barrier and no separate payment will be made therefor.**

## 10-36 ELECTRICAL SYSTEMS

Work covered by this section includes modification of traffic signal and lighting systems, and modification of lighting systems. All work shall be in conformance with the Sections 86 and 87 of the Standard Specifications and these special provisions.

**Add to the list in the 2nd paragraph of section 86-1.02C(1) of the RSS for section 86-1.02C:**

15. [CITY on city pull boxes](#)

**Add to the end of section 86-1.02F(2)(a):**

[All conductors must be copper.](#)

**Replace the RSS for the 2nd paragraph of section 86-1.02F(2)(c)(ii) with:**

An equipment grounding conductor must be bare.

**Add to the list in the 2nd paragraph of section 86-1.02R(4):**

4. Be made of [metal](#).

**[Add between the 1st and 2nd paragraphs of section 87-1.01A:](#)**

[Constructing and installing electrical systems must comply with part 4 of the California MUTCD and 8 CA Code of Regs, chapter 4, subchapter 5, "Electrical Safety Orders."](#)

**[Add between the 3rd and 4th paragraphs of section 87-1.03A:](#)**

[Notify the Department of Transportation, Electrical and Signal Maintenance Superintendent at \(415\) 330-6500, 3 days before performing work on any existing system.](#)

**Replace the 1st sentence in the 9th paragraph of section 87-1.03A with:**

The shutdown of traffic signal systems is allowed only between the hours of [9:00 a.m.](#) and [3:00 p.m.](#)

**Replace the 21st paragraph of section 87-1.03A with:**

The Department places identification characters on the electrical equipment.

**Add between the 22nd and 23rd paragraphs of section 87-1.03A:**

Where a Type A loop detector is shown, a Type E loop detector may be substituted. Use only one type loop detector per system.

Where a Type D loop detector is shown, a Type F loop detector may be substituted. Use only one type of loop detector per system.

[Verify the location of the loop detectors to be replaced before repaving.](#)

**[Add between the 23rd and 24th paragraphs of section 87-1.03A:](#)**

[Provide 2 reports for each location on the status of loops replacement for continuity and insulation resistance. Submit the 1st report 1 day before starting work and the 2nd report after the work has been completed.](#)

**[Add to the end of section 87-1.03B\(1\):](#)**

[Where 6 or more 3-inch conduit enter a no. 6 pull box, the conduit must enter at an angle not greater than 45 degrees from the horizontal.](#)

**Add to the beginning of section 87-1.03B(3)(a):**

Use Type 3 conduit for underground installation.

[Use Type 3, Schedule 80 conduit in a foundation and between a foundation and the nearest pull box.](#)

**Add between the 6th and 7th paragraph of section 87-1.03B(3)(a) of the RSS for section 87-1.03B(3):**

You may use the trench-in-pavement method to install conduit under existing pavement:

1. For temporary conduit
2. If the delay to vehicles will be less than 5 minutes.

Install conduit to a depth of 14 inches for the trench-in-pavement method. Do not use the trench-in-pavement method for conduit installation under freeway lanes, freeway connectors or freeway ramps.

Conduit shown under a sidewalk may be installed in the street within 3 feet of and parallel to the face of the curb. Install pull boxes behind the curb.

**Replace the 3rd paragraph of section 87-1.03C(2)(a) of the RSS for section 87-1.03C with:**

Install a pull box on a bed of crushed rock.

**Add to the end of the RSS for section 87-1.03C(2)(c):**

Where a traffic pull box is adjacent to a post or standard, place the box within 5 feet upstream from traffic if practical.

**Replace the 1st paragraph of section 87-1.03F(2)(c)(ii) of the RSS for section 87-1.03F(2) with:**

Install a Type B loop detector lead-in cable in conduit.

**Replace the paragraph of the RSS for the 1st paragraph of section 87-1.03F(3)(c)(ii) with:**

Use a Type 2 loop conductor. Use only Type 2 loop conductor for Type E and F loop detectors.

**Replace the 2nd paragraph of section 87-1.03H(2) with:**

Use Method B to insulate a splice.

**Add between the 1st and 2nd paragraphs of section 87-1.03J:**

Use coupling nuts (Sleeve nuts) on Type 1-B Standard.

**Add to the end of section 87-1.03L(2)(a):**

Run the grounded conductor from the service equipment enclosure to the controller cabinet without splicing to any other grounded conductor.

**Add to the end of the RSS for section 87-1.03T:**

A manufacturer's representative must program the accessible pedestrian signals at the following intersections:

1. Intersection of University Avenue and Woodland Avenue
2. Intersection of University Avenue and Donohoe Street

When the extended pushbutton press is used, program the signals with messages for each street as follows:

1. During the pedestrian clearance interval, the message heard must be *Wait to Cross* < University Avenue >.  
*Wait.*
2. During the pedestrian clearance interval, the message heard must be *Wait to Cross* Woodland Avenue. *Wait.*
3. During the pedestrian clearance interval, the message heard must be *Wait to Cross* Donohoe Street. *Wait.*

A manufacturer's representative must program the accessible pedestrian signals with messages at:

1. Route 101 Northbound Off-ramp

A manufacturer's representative must program the accessible pedestrian signals for a mid-block crosswalk with the message < Route 101 Northbound Off-ramp > *Cross with Caution.*

**Add to the end of section 87-1.03V(1):**

Where 1 or more traffic signal detectors consist of a sequence of 4 loops in a single lane, locate the front loop closest to limit line or crosswalk 1 foot from the line. Connect the set of 3 or 4 loops assigned to the same loop detector lead-in cable (DLC) in series for traffic signal system.

**Add between the 1st and 2nd sentences in the 2nd paragraph of section 87-1.03V(2):**

Saw the slots to allow a minimum of 2 inches of sealant above the top of the uppermost loop wire in the slot.

**Add between the 10th and 11th paragraphs of section 87-1.03V(2):**

Use elastomeric sealant or hot-melt rubberized sealant to fill slots.

**Add to the list in the 1st paragraph of section 87-19.02H of the RSS for section 87-19:**

- 4. Labeled as shown including phone number (510) 286-6915.

**Add to the list in the 1st paragraph of section 87-19.02I of the RSS for section 87-19:**

- 3. SC for fiber termination and FDU, LC for fiber equipment port

**Add between the 12th and 13th paragraphs of section 87-19.03C of the RSS for section 87-19:**

Use the county abbreviations for the fiber optic cable identification as shown in the following table:

**Fiber Optic Cable Identification for County**

				County	County Abbreviation
				San Mateo	SM

**Add to the end of section 87-21.03C:**

Modifying a lighting system includes removing, adjusting, or adding:

- 1. Foundations
- 2. Pull boxes
- 3. Conduit
- 4. Conductors
- 5. Standards
- 6. Luminaires
- 7. Fuse splice connectors

Modifying a signal and lighting system includes, removing, adjusting, or adding:

- 1. Foundations
- 2. Pull boxes
- 3. Conduit
- 4. Conductors
- 5. Cables
- 6. Standards
- 7. Signal heads
- 8. Detectors
- 9. Luminaires
- 10. Fuse splice connectors
- 11. Video image detection system
- 12. Camera system

Modifying fiber optic cable system includes removing, adjusting, or adding:

- 1. Pull boxes
- 2. Conduit
- 3. Signal interconnect cables
- 4. Fiber optic cables

## 10-37 LANDSCAPE AND IRRIGATION SYSTEM

Landscaping and highway planting shall be in conformance with the Sections 20 of the Standard Specifications and these special provisions.

Irrigation system works shall be in conformance with the Sections 20 of the Standard Specifications and these special provisions.

### Add to section 20-1.03C(3):

In areas where plants are to be planted in groups or rows 15 feet or less apart, control weeds within the planting area and the area extending 6 feet beyond the outer limits of the groups or rows of plants with pesticides or by hand pulling. Hand pull weeds within and on the plant basin walls, spot treat with pesticides outside of the plant basin.

### Add to section 20-1.03C(3):

Remove by hand pulling or mechanical means noxious and invasive plants within the highway. Noxious and invasive plants are shown in the table below:

Botanical Name	Common Name	Cover Seed Pods/Heads
<a href="#"><i>Bromus diandrus</i></a>	<a href="#">ripgut brome</a>	<a href="#">Yes</a>
<a href="#"><i>Ehrhara erecta</i></a>	<a href="#">panic veldtgrass</a>	<a href="#">Yes</a>
<a href="#"><i>Acacia melanoxylon</i></a>	<a href="#">blackwood acacia</a>	<a href="#">Yes</a>

For information on photographic identification of weed species go to the Department of Food and Agriculture or the California Invasive Plant Council websites.

Seed head or pod removal is shown in the table above. Securely cover seed heads or pods with plastic and remove and dispose. Prevent seed dispersal during transportation to the disposal site.

### Replace the 2nd paragraph of section 20-1.03C(4) with:

Dispose of mowed material during roadside clearing. Dispose of noxious and invasive plants within 3 days of removal. Dispose of seed pods and heads the same day as removed. Prevent seed dispersal during transportation to the disposal site.

### Add to section 20-1.03C(3):

In mulched areas and within the area extending beyond the outer limits of the mulched areas to the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, existing planting, and fences, control weeds with pesticides or by hand pulling.

### Section 20-1.03E. Replace *Reserved* in section 20-1.03E with:

Do not perform planting work in cultivated areas for a period of 14 days after:

1. Cultivation is complete
2. Irrigation systems have been installed

For cultivated areas, keep the soil sufficiently moist to germinate weeds. Weeds that germinate must be controlled by the use of pesticides.

### Replace the 3rd paragraph of section 20-2.01A(4)(b)(i) with:

Perform pressure testing using Method B to test supply lines (1) located on the discharge side of the valve, (2) installed by trenching and backfilling, or (3) completely visible after installation.

### Add between the 4th and 5th paragraphs of section 20-2.01B(7):

Remote control valves must be labeled with a polyurethane tag. Attach the tag tightly with a nylon tie to the conductor wire. The tag must be stamped on both sides with the appropriate letters and numbers at least 1 inch high showing the valve's controller and station.

**Replace 4. section 20-3.01B(7) with:**

Be placed where tree is within 10 feet of walking path, be centered on tree, extend 10 feet in each direction, and be 2 feet deep.

**Replace the 4th paragraph in section 21-3.02C(2) with:**

Excavate groundcover planting furrows as shown on the plans. Furrows are to be a continuous horizontal 24” wide and 4” deep furrow. Place plant slightly off center toward upslope side. Do not place plant at bottom of furrow.

**Add to the list in the 1st paragraph of section 20-2.06B(2)(a):**

17. Be EPA WaterSense® approved.

**Add after the 1st paragraph of section 20-2.06B(2)(a):**

Before the irrigation system functional test begins, furnish 3 remote access devices.

**Add to section 20-2.06B(2)(a):**

The irrigation controllers within Department highway areas must be WeatherTRAK Pro3 Central 36 Station, Front Entry Stainless Steel Pedestal Heavy Duty Controller with Wireless WeatherTRAK Rainsensor, WeatherTRAK CIM-5YA Central Internet Management 5-year plan, Strong Box 18”X12”X10” SS Pedestal and must have 2-way communication by 5G cellular. The vendor must install any necessary software and conduct any initial software or proprietary website setup configuration for communications between controller and any web-enabled device.

You may obtain specified equipment listed below from:

Watersavers Irrigation, Inc.  
4306 Redwood Highway Suite 200, San Rafael, CA 94903  
(415) 256-1711  
sanrafaelstore@watersaversinc.com

The Department has obtained quoted prices, not including sales tax and delivery, for the equipment shown in the following table:

Equipment description	Quoted price (EA)	Quantity	Extended price	Controller and Remote Access Device identification
<u>WeatherTRAK Pro3 Central 36-station, Front Entry Stainless Steel Pedestal Heavy Duty Controller</u>	<u>\$9,798.00</u>	<u>1</u>	<u>\$9,798.00</u>	<u>ICC 'C'</u>
<u>CIM5YA WeatherTRAK CIM-5YA Central Internet management 5-Year Plan</u>	<u>\$1,116.00</u>	<u>1</u>	<u>\$1,116.00</u>	<u>ICC 'C'</u>
<u>PED18SS Strongbox 18"X12"X10" Stainless Steel Pedestal</u>	<u>\$891.00</u>	<u>1</u>	<u>\$891.00</u>	<u>ICC 'C'</u>
<u>WTWRS WeatherTRAK Rain Sensor-Wireless</u>	<u>\$239.00</u>	<u>1</u>	<u>\$239.00</u>	<u>ICC 'C'</u>

These prices are good until December 30, 2022.

Full compensation for WeatherTRAK Cnetral Internet Management Plan, Strongbox stainless steel pedestal and WeatherTRAK wireless rain sensor shall be considered as included in the contract unit price paid for WeatherTRAK 36-station Irrigation Controller (Pedestal Mounted) and no additional compensation will be allowed therefor.

**Replace item 1 in the list in the 1st paragraph of section 20-2.06B(3) with:**

1. Be cold-rolled steel or aluminum. The finish color of the irrigation controller enclosure cabinets must match color no. 20450 of AMS-STD-595.

**Delete items 2.1, 2.2 and 2.3 in the list in the 1st paragraph of section 20-2.06B(3).**

**Replace item 6 in the list in the 1st paragraph of section 20-2.06B(3) with:**

6. Have door locks with a removable-core mortise cam cylinder door lock compatible with the Department's lock core. The Department's lock core is a Best construction core. Keys must be removable from the locks in the locked position only.

**Add to section 20-2.06B(3):**

A single irrigation controller enclosure cabinet must be 48 inches high by 18 inches wide by 10 inches deep.

**Add to section 20-2.06C:**

Install door locks under the manufacturer's instructions. Furnish 2 keys for each door lock before Contract acceptance.

**Add to section 20-4.01A:**

This project has a Type 2 plant establishment period.

**Replace the 1st paragraph of section 20-4.01C(1) with:**

Submit the following seasonal watering schedules for use during the plant establishment period:

1. March through May
2. June through August
3. September through October
4. November through February

Submit the first season's watering schedule within 10 days after the start of the plant establishment period. Submit subsequent watering schedules at least 5 days before start of the next seasonal period. Remote irrigation control system watering schedule must use the remote irrigation control system software program.

**Add before the 1st paragraph of section 20-4.03A:**

Maintain a neat and presentable job site during plant establishment including areas not visible to the public.

Apply organic fertilizer to the plants during the 1st week of March and September of each year.

**Add to section 20-4.03D:**

Dispose of weeds under section 20-1.03C(4).

**Add to section 20-4.03:**

**20-4.03H Pest Control**

Control pests under sections 20-1.03B and 20-1.03C(1).

**Replace Item 3 in section 20-10.02C(4) with:**

Contain at least 95 percent by volume of wood chips with a width and thickness from 1/16 to 3/8 inch and a length of less than 1 inch.

**Add to section 20-10.02C(2):**

Check that existing irrigation controller can handle additional stations as required by the irrigation plan. If the existing controller cannot accept all new stations, add expansion modules as necessary to support additional stations.

**Add to section 20-10.02C(4):**

Disconnect existing flood bubblers on valve C-13 at location shown on plans and connect new bubbler zone to existing valve. Abandon disconnected bubblers in place. This project has a Type 1 plant establishment period.



Full compensation for capping, abandoning, modifying, and removing existing irrigation systems as shown on the plans shall be considered as included in the contract prices paid for various items for irrigation system and no separate payment will be made therefor.

**SECTION 11. (BLANK)**

SECTION 12.

LOBBYING RESTRICTION FORM  
(FORM CD-512)

FORM CD-512 (REV 05-17)	U.S. DEPARTMENT OF COMMERCE
<b>CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS</b>	
Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."	
<p><b>LOBBYING</b> As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:</p> <p>(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 agency, 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.</p> <p>(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 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.</p> <p>(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.</p> <p>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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.</p>	<p><b>Statement for Loan Guarantees and Loan Insurance</b> The undersigned states, to the best of his or her knowledge and belief, that:</p> <p>In any funds have been paid or will be paid to any person 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.</p>
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.	
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
CITY OF EAST PALO ALTO	RAVENSWOOD-BAY ROAD STORMWATER INFRASTRUCTURE PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
KAMAL FALLAHA, DIRECTOR OF PUBLIC WORKS	
SIGNATURE	DATE
	8-20-2019

**SECTION 13. (RELATIONS WITH RAILROAD, NOT USED)**

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

# PROPOSAL TO THE CITY OF EAST PALO ALTO

DEPARTMENT OF PUBLIC WORKS  
CONTRACT NO. - HPLUL-5438 (015)

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_

*(Please include even if P.O. Box used)*

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE NO:**                      **AREA CODE ( )** \_\_\_\_\_

**FAX NO:**                                **AREA CODE ( )** \_\_\_\_\_

**CONTRACTOR LICENSE NO.** \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated September 30, 2022 and are entitled: CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CONSTRUCTION OF US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS.

**CITY OF EAST PALO ALTO  
DEPARTMENT OF PUBLIC WORKS  
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR**

*US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS*

**IN**

*CITY OF EAST PALO ALTO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA*

The project plans for the work to be done were approved 9/30/2022 and are entitled:

**CITY OF EAST PALO ALTO  
DEPARTMENT OF PUBLIC WORKS  
PROJECT PLANS FOR**

*US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS*

**IN**

*CITY OF EAST PALO ALTO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

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

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

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

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

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

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

If this Proposal shall be accepted and the undersigned should fail to contract as aforesaid or should fail to give the "Faithful Performance" Surety Bond in the sum of one hundred percent (100%) of the contract bid, Payment Bond in the sum of 100% of the contract bid, plus any increases authorized by the City, the "Labor and Material" Surety Bond in the sum of one hundred percent (100%) of the contract bid, and certificates of insurance covering Public Liability and Property Damage in amounts satisfactory to the City Engineer and a Certificate of Insurance covering Workmen's Compensation Insurance, within ten (10) days not counting Sundays and legal holidays, after the Bidder has received notice from the City that the Contract is ready for signature, the City may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of any security accompanying this Proposal shall operate and the same shall become the property of the City of East Palo Alto, State of California.

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



## BID SCHEDULE

US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS,  
CITY PROJECT No. ST-14  
CITY OF EAST PALO ALTO, CALIFORNIA

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	Lead Compliance Plan	LS	LS		
2	Soil Sampling and Analysis	LS	LS		
3	Progress Schedule (Critical Path Method)	LS	LS		
4	Time-Related Overhead	LS	LS		
5	Develop Water Supply	LS	LS		
6	Construction Area Signs	LS	LS		
7	Traffic Control System	LS	LS		
8	Portable Changeable Message Sign	LS	LS		
9	Temporary Striping (Paint)	LF	20,830		
10	Temporary Pavement Marking (Paint)	SQFT	830		
11	Temporary Pavement Marker	EA	521		
12	Channelizer	EA	125		
13	Alternative Temporary Crash Cushion	EA	1		
14	Temporary Railing (Type K)	LF	3,390		
15	Temporary Crash Cushion Module	EA	98		
16	Job Site Management	LS	LS		
17	Prepare Storm Water Pollution Prevention Plan	LS	LS		
18	Rain Event Action Plan	EA	30		
19	Storm Water Sampling & Analysis Day	EA	12		
20	Temporary Cover	SQYD	10,000		
21	Storm Water Annual Report	EA	3		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in Figures)	Item Total (in Figures)
22	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	SQYD	10,000		
23	Temporary Drainage Inlet Protection	EA	16		
24	Temporary Fiber Roll	LF	1,980		
25	Temporary Reinforced Silt Fence	LF	710		
26	Temporary Construction Entrance	EA	3		
27	Street Sweeping	LS	1		
28	Dewatering and Non Storm Water Discharge System	LS	1		
29	Temporary Concrete Washout	EA	5		
30	Remove Concrete Curb	LF	1,990		
31	Remove Concrete Sidewalk and Island	SF	12,600		
32	Clearing and Grubbing	LS	1		
33	Roadway Excavation (Type Z-2) (Aerially Deposited Lead)	CY	1,405		
34	Imported Borrow	CY	9,100		
35	Structural Excavation (Bridge)	CY	167		
36	Structural Backfill (Bridge)	CY	133		
37	Rock Mulch	SQFT	260		
38	Weed Germination	SQYD	4,300		
39	Soil Amendment	CY	55		
40	Packet Fertilizer	EA	1,093		
41	Slow Release Fertilizer	LB	188		
42	Plant (Group A)	EA	1,339		
43	Plant (Group U)	EA	49		
44	Plant Establishment Period (1 Year)	LS	1		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in Figures)	Item Total (in Figures)
45	Wood Mulch (2")	CY	240		
46	Foliage Protector (Tree Staking)	EA	49		
47	Root Barrier	LF	452		
48	Control and Neutral Conductors (Armor Clad)	LS	LS		
49	1" Remote Control Valve	EA	2		
50	1 1/2" Remote Control valve	EA	3		
51	2" Remote Control Valve	EA	8		
52	WeatherTRAK 36-Station Irrigation Controller (Pedestal Mounted)	EA	1		
53	Riser Sprinkler Assembly	EA	1,449		
54	2" Gate Valve	EA	2		
55	1" Plastic Pipe (Schedule 40) (Supply Line)	LF	5,460		
56	1 1/2" Plastic Pipe (Schedule 40) (Supply Line)	LF	3,363		
57	2" Plastic Pipe (Class 315) (Supply Line)	LF	1,172		
58	8" Welded Steel Pipe Conduit	LF	112		
59	Move In/Move Out (Erosion Control)	EA	1		
60	Rolled Erosion Control Product (Netting)	SQFT	6,800		
61	Hydromulch	SQFT	36,300		
62	Hydroseed	SQFT	36,300		
63	Fiber Rolls	LF	3,500		
64	Compost	CY	180		
65	Class 2 Aggregate Base	CY	410		
66	Hot Mix Asphalt (Type A)	TON	1,910		
67	HMA Dike (Type D)	LF	410		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in Figures)	Item Total (in Figures)
68	Tack Coat	TON	6		
69	Cold Plane Asphalt Concrete Pavement	SQYD	56		
70	Remove Base and Surfacing	CY	540		
71	Remove AC Dike	LF	210		
72	Temporary Shoring	LS	1		
73	24" Cast-In-Drilled-Hole Concrete Piling	LF	530		
74	96" Cast-In-Drilled-Hole Concrete Piling	LF	370		
75	Prestressing Cast-In-Place Concrete	LS	1		
76	Structural Concrete, Bridge Footing	CY	38		
77	Structural Concrete, Bridge	CY	520		
78	Structural Concrete, Bridge (Polymer Fiber)	CY	221		
79	Joint Seal Assembly (MR 3 1/2")	LF	28		
80	Bar Reinforcing Steel (Bridge)	LB	364,384		
81	Headed Bar Reinforcement	EA	10		
82	18" Alternative Pipe Culvert	LF	68		
83	8" Alternative Pipe Culvert Downdrain	LF	170		
84	Corrugated Steel Pipe Tee Dissipator	EA	3		
85	Drainage Inlet Marker	EA	8		
86	Structural Concrete (Drainage Inlet)	CY	26		
87	Minor Concrete (Inlet Depression)	CY	8		
88	Remove Inlet	EA	1		
89	Inlet Depression	EA	8		
90	Modify Inlet to Manhole	EA	5		

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price (in Figures)</b>	<b>Item Total (in Figures)</b>
91	Rock Slope Protection (Method B)	CY	3		
92	Minor Concrete (Miscellaneous Construction)	CY	130		
93	Curb Ramp (Case F)	EA	1		
94	Curb Ramp (Case G, Modified)	EA	3		
95	Island Passageway	EA	1		
96	Miscellaneous Iron And Steel	LB	2,610		
97	Miscellaneous Metal (Bridge)	LB	860		
98	Chain Link Fence (Type CL-6, Vinyl-Clad)	LF	461		
99	Remove Chain Link Fence	LF	530		
100	Object Marker (Type K-2)	EA	1		
101	Remove Roadside Sign	EA	8		
102	Relocate Roadside Sign (One Post)	EA	2		
103	Relocate Roadside Sign (Two Post)	EA	4		
104	Treated Wood Waste	LB	1,512		
105	Roadside Sign - One Post	EA	12		
106	Roadside Sign - Two Post	EA	2		
107	Install Sign (Mast-Arm Hanger Method)	EA	2		
108	Remove Guardrail	LF	73		
109	Midwest Guardrail System (Steel Post)	LF	50		
110	Transition Railing (Type WB-31)	EA	2		
111	Alternative In-line Terminal System	EA	1		
112	End Cap (Type A)	EA	1		
113	End Cap (Type TC)	EA	1		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in Figures)	Item Total (in Figures)
114	End Anchor Assembly (Type SFT)	EA	1		
115	End Anchor Block	EA	1		
116	Vegetation Control (Minor Concrete)	SQYD	95		
117	Chain Link Railing (Type 7L, Vinyl-Clad)	LF	1,177		
118	Concrete Barrier (Type 60R Modified A)	LF	110		
119	Concrete Barrier (Type 60R Modified B)	LF	26		
120	Concrete Barrier (Type 60MS)	LF	96		
121	Remove Concrete Barrier	LF	110		
122	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	6,720		
123	Bike Lane Marking	SQFT	2,260		
124	4" Thermoplastic Traffic Stripe (Yellow, Solid)	LF	1,660		
125	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 17-7)	LF	3,360		
126	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 18-12)	LF	7,520		
127	4" Yellow Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,660		
128	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	13,060		
129	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 6-1)	LF	930		
130	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	3,290		
131	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 18-12)	LF	3,780		
132	Pavement Marker (Retroreflective)	EA	1,036		
133	Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	LF	4,201		
134	Remove Thermoplastic Traffic Stripe	LF	12,040		
135	Remove Thermoplastic Pavement Marking	SQFT	950		
136	Remove Pavement Marker	EA	492		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (in Figures)	Item Total (in Figures)
137	Signal and Lighting (City Street Location 1)	LS	LS		
138	Signal and Lighting (City Street Location 2)	LS	LS		
139	Lighting (City Street)	LS	LS		
140	Modifying Lighting Systems	LS	LS		
141	Rectangular Rapid Flashing Beacon System (City)	LS	LS		
142	Modify Signal and Lighting System	LS	LS		
143	Modify Fiber Optic System	LS	LS		
144	Temporary High Visibility Fence	LF	940		
145	Mobilization	LS	LS		

(Abbreviation: LS = Lump Sum; LF = Lineal Foot; EA = Each, SQFT= Square Feet, SQYD= Square Yard, CY = Cubic Yards, TON= ton , LB= pound)

<b>Grand Total - Basis of Award</b>	<b>\$</b>
<b>Total Base Bid Amount (in Writing) Basis of Award:</b>	

Note: The estimate of construction quantities set forth herein are approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer. All bids will be compared on the basis of the Engineer's Estimate of quantities of the work to be done. The undersigned declares, by their signature to this proposal, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Accompanying this Proposal is \_\_\_\_\_  
(insert the words "Cash", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be, made out to the City of East Palo Alto), in amount equal to at least ten percent (10%) of the total bid.

# BIDDER INFORMATION SHEET

(To be submitted with Proposal form)

To The City of East Palo Alto:

Pursuant to "Notice to Contractors," Specifications, Instruction to Bidders, and subject to all provisions of the Ordinances of the City of East Palo Alto and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of East Palo Alto, complete at the prices stated herein, the services hereinafter mentioned.

IF A SOLE OWNER OR SOLE CONTRACTOR, SIGN HERE:

- 1) Name under which business is conducted \_\_\_\_\_
- 2) Name and Signature of Proprietor. \_\_\_\_\_
- 3) Place of business \_\_\_\_\_  
(Street and Number)  
City and State \_\_\_\_\_
- 4) Telephone Number \_\_\_\_\_ Zip Code \_\_\_\_\_

IF A PARTNERSHIP, SIGN HERE:

- 1) Name under which business is conducted \_\_\_\_\_
- 2) Name and Signature of each member of partnership:  
(Indicate character of each partner - general or special.)  
\_\_\_\_\_  
\_\_\_\_\_
- 3) Place of business \_\_\_\_\_  
(Street and Number)  
City and State \_\_\_\_\_
- 4) Telephone Number \_\_\_\_\_ Zip Code \_\_\_\_\_

*Continued on Next Page*



IF A CORPORATION, SIGN HERE:

- 1) Name under which business is conducted \_\_\_\_\_
- 2) Signature, with official title of officer authorized to sign for the Corporation

\_\_\_\_\_  
(Impress Corporate Seal Here)

- 3) Incorporated under the laws of the State of \_\_\_\_\_
- 4) Place of business \_\_\_\_\_  
(Street and Number)  
City and State \_\_\_\_\_
- 5) Telephone Number \_\_\_\_\_ Zip Code \_\_\_\_\_

The undersigned further acknowledges receipt of addenda as listed below, and represents that any additions or modifications to, or deletions from, the work called for in these addenda, are included in the total bid sum.

Addenda Number

Date

_____	_____
_____	_____
_____	_____
_____	_____

## LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>	<u>Dollar Amount</u>	<u>License No.</u>

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

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

## **PUBLIC CONTRACT CODE**

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

### **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 or an attachment hereto.

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

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.

## NONCOLLUSION AFFIDAVIT

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

To the City of East Palo Alto, *DEPARTMENT OF PUBLIC WORKS*.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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



### DISCLOSURE OF LOBBYING ACTIVITIES

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

**1. Type of Federal Action:**

- a. contract  
 b. grant  
c. cooperative agreement  
d. loan  
e. loan guarantee  
f. loan insurance

**2. Status of Federal Action:**

- a. bid/offer/application  
b. initial award  
c. post-award

**3. Report Type:**

- a. initial  
b. material change

**For Material Change Only:**

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

- Prime       Subawardee  
Tier \_\_\_\_\_, if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known

Congressional District, if known

**6. Federal Department/Agency:****7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:****9. Award Amount, if known:****10. a. Name and Address of Lobby Entity**  
(If individual, last name, first name, MI)**b. Individuals Performing Services** (including 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)**

\$ \_\_\_\_\_  actual     planned

**13. Type of Payment (check all that apply)**

- a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other, specify \_\_\_\_\_

**12. Form of Payment (check all that apply):**

- a. cash  
 b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:    Yes     No** 

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 \$10,000 and not more than \$100,000 for each such failure.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local Reproduction  
Standard Form - LLL

## 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. 06-04-99-ENDDFO

Accompanying this proposal is \_\_\_\_\_

(NOTICE: INSERT THE WORDS "CASH(\$ \_\_\_\_\_)," "CASHIER'S CHECK,"  
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in conformance with an act providing for the registration of Contractors.

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

### ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

\_\_\_\_\_  
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

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

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



\_\_\_\_\_

\_\_\_\_\_

(Title)

Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

# EXHIBIT 15-G: CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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

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

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

**LOCAL AGENCY SECTION**

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** – Enter the contract award amount as stated in the executed contract.

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

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

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

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

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

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Federal-aid Project No(s). HPLUL-5438 (015) Cost Proposal Due Date \_\_\_\_\_ PE/CE  
 Bid Opening Date December 6, 2022 CON

The City of East Palo Alto established a Disadvantaged Business Enterprise (DBE) goal of 10% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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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:

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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:

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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:

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

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts 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-orks/ContractorRegistration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

**Photocopy this form for additional firms.**

FEDERAL PROJECT NUMBER: HPLUL-5438 (015)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	< \$5 million
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	
							< \$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	
							< \$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	

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

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

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER: HPLUL-5438 (015)

**Photocopy this form for additional firms.**

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

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

**BID BOND**

CITY OF EAST PALO ALTO  
(To be submitted with Proposal form)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held and firmly  
bound unto the City of East Palo Alto, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL  
AMOUNT OF THE BID OF THE PRINCIPAL submitted to said City for the work described below for the payment of  
which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying  
Proposal dated \_\_\_\_\_, 20\_\_\_\_, for (US 101/UNIVERSITY AVENUE INTERCHANGE  
IMPROVEMENTS ST-14)

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids,  
and if the Principal is awarded the contract and shall within the period specified in the Proposal after receiving notice  
that the contract has been awarded and the prescribed forms are presented to him for signature, enter in a written contract  
with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety  
or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment  
of labor and materials used for the performance of the contract, or in the event of the withdrawal of said Proposal within  
the period specified or the failure to enter into such contract and give such city bonds, within the time specified, if the  
Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the  
city may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs  
incurred by the City in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to  
remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the  
terms of the contract on the call for Bids, or to the work to be performed thereunder, or the specifications accompanying  
the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of said contract or the call for Bids, or to the work, or to the  
specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred  
by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seals of each corporate party being  
hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing  
body.

(Corporate Seal)

\_\_\_\_\_

Principal

By \_\_\_\_\_

(acknowledgment)

Title \_\_\_\_\_

(Corporate Seal)

By \_\_\_\_\_  
Attorney-in-Fact Surety

(acknowledgment)

Title \_\_\_\_\_

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

**NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY**

STATE OF CALIFORNIA )

) ss.

COUNTY OF SAN MATEO )

On \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

# **GUARANTY**

To the CITY OF EAST PALO ALTO  
(To be submitted with Proposal form)

The undersigned guarantees the construction and installation of the following work included in this project:

**US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS**  
**City of East Palo Alto, California**

Should any of the materials or equipment prove defective, or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within six months after the date on which this contract is accepted by the City, the undersigned agrees to reimburse the City, upon demand, for City's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacement or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to recover all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

**Contractor**

**Date**

## **BIDDER'S FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY & EXPERIENCE**

(To be submitted with Proposal form)

THE BIDDER MUST FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.



**CERTIFICATION OF COMPLIANCE WITH LAWS  
PROHIBITING DISCRIMINATION**

(To be submitted with Proposal form)

We are in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act, the California Fair Employment Practices Act, any other Federal or State law relating to equal employment opportunity and the provisions of Article 16.6 of the County of San Mateo Ordinance Code, as well as the provisions of City of East Palo Alto’s Policy Against Discrimination, Harassment and Retaliation, and the established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on race, religion, color, national origin, ancestry, or sex. This pertains to the areas of recruitment, hiring, training, upgrading, transfer, compensation and termination.

CERTIFICATION OF INTENT

We will maintain or develop and implement, during the course of the work concerned, an Affirmative Action Program of hiring and employment conducted without regard to race, religion, color, national origin, ancestry or sex of the applicants. With this certification we shall submit any and all information which may be required by the City in connection with this program.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Authorized Signature of Bidder

\_\_\_\_\_   
Title

## **CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

### **I. PURPOSES**

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

### **II. POLICY**

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

### **III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT**

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

#### **IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION**

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

#### **V. INVESTIGATION AND RESOLUTION**

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

**VI. OUTSIDE ADMINISTRATIVE AGENCIES**

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212  
 U.S. Equal Employment Opportunity Commission 1.800.669.4000

**VI. AFFIRMATIVE ACTION**



**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
 TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
 (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:	Goals for minority participation for each trade	Goals for female participation for each trade
<u>What % to use?</u>	25.8 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of California  
 County of San Mateo  
 City of East Palo Alto

# AFFIRMATIVE ACTION PROGRAM QUESTIONNAIRE

(To be submitted with Proposal form)

THIS REPORT MUST BE COMPLETED IN FULL BY THE BIDDER AND SUBMITTED WITH HIS BID.

PROJECT: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF PERSON SUBMITTING REPORT: \_\_\_\_\_

1. \_\_\_ Yes \_\_\_ No Have you read and are you acquainted with the Equal Employment Opportunity Requirements of Executive Order 11246, Title VII of the Civil Rights Act, the California Fair Employment Practices Act, Article 16.6 of the San Mateo County Ordinance Code, Employment Policy of the City of East Palo Alto (CP-2), and the City of East Palo Alto's Policy Against Discrimination, Harassment and Retaliation.

2. \_\_\_ Yes \_\_\_ No Is it the policy of your company to recruit, hire, train, upgrade, transfer, compensate, and discharge without regard to race, religion, color, national origin, ancestry, or sex?

3. \_\_\_ Yes \_\_\_ No Have you appointed an Equal Employment Opportunity officer? Give his name, position in the company, office address, and telephone number.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_ Yes \_\_\_ No Does your employment advertising state that you are an Equal Opportunity Employer?

5. \_\_\_ Yes \_\_\_ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, ancestry or sex?

6. \_\_\_ Yes \_\_\_ No Were any employees hired by means other than the union hiring hall in the past year?

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

7. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies, community groups.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. How many apprentices do you employ? \_\_\_\_\_

How many of these are minorities?

---

9. \_\_\_Yes \_\_\_No Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. \_\_\_Yes \_\_\_No Do you have a collective bargaining agreement with a labor union or other organization?  
Please list these groups:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. What percentage of your work force is covered by union agreement?

\_\_\_\_\_

12. \_\_\_Yes \_\_\_No Have you advised the labor union and/or worker organization of your company's responsibility under the Affirmative Action Program?

13. \_\_\_Yes \_\_\_No Does your company's collective bargaining agreement include a provision for nondiscrimination in employment?

14. \_\_\_Yes \_\_\_No Have you notified all subcontractors submitting bids to you that they will be subject to the same minority employment requirements should you be the successful bidder?

15. Describe any previous experience with Affirmative Action Programs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. State what affirmative action you plan to take in connection with this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If your company has a written Affirmative Action Program now in effect, please attach a copy of it.

# AFFIRMATIVE ACTION PROGRAM EMPLOYEE REPORT FORM

(To be submitted with Proposal form)

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

Name of Bidder: \_\_\_\_\_

Name of person submitting report: \_\_\_\_\_

Be sure to include the total of all employees in each classification in the first column, not just minorities. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

## JOB CLASSIFICATION

\_\_\_\_\_

**Professionals**

\_\_\_\_\_

**Clerical & Office**

\_\_\_\_\_

**Field Supervisors**

\_\_\_\_\_

**Operating Engineers**

\_\_\_\_\_

**Teamsters**

\_\_\_\_\_

**Carpenters**

\_\_\_\_\_

**Cement Masons**

\_\_\_\_\_

**Laborers**

\_\_\_\_\_

**Electricians**

\_\_\_\_\_

**Sheet Metal**

\_\_\_\_\_

**TOTAL**

# CONTRACT FORMS

## CITY OF EAST PALO ALTO

THIS GENERAL CONSTRUCTION CONTRACT ("Contract") dated \_\_\_\_\_ is by and between the CITY OF EAST PALO ALTO, a municipal corporation in the State of California ("City") and {CONTRACTOR'S NAME}, a {Type of Company} ("Contractor").

### RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; Plans and Specifications for the **US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS**, Project No. **ST-14**, dated **September 30, 2022**. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

This Contract also contains the following Exhibits, attached and incorporated by reference:

Exhibit A	-	BID PROPOSAL
Exhibit B	-	FAITHFUL PERFORMANCE BOND
Exhibit C	-	LABOR AND MATERIALS BOND
Exhibit D	-	PAYMENT BOND
Exhibit E	-	INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE
Exhibit F	-	CONTRACTOR'S CERTIFICATE RELATING TO WORKERS COMPENSATION
Exhibit G	-	CERTIFICATE OF WOKERS COMPENSATION INSURANCE
Exhibit H	-	CERTIFICATE OF STATE CONTRACTOR'S LICENSE
Exhibit I	-	APPRENTICESHIP STANDARDS
Exhibit J	-	FEDERAL MINIMUM WAGE RATES
Exhibit K	-	FHWA 1273

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. **The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of furnishing all labor, materials, equipment, tools and services necessary to perform general improvements on the US 101/University Avenue interchange, Donohoe Street, and Woodland Avenue in the City of East Palo Alto, California, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by AECOM and adopted by the City. These Plans and Specifications are entitled **US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS**, as further set forth in general work description below.

**General work description:** The US 101/University Avenue Improvements Project will add construct a new Class 1 facility including a pedestrian overcrossing across US 101 between Donohoe Street and Woodland Avenue. The project will also realign the northbound US 101/University Avenue loop off-ramp and widen the southbound US 101/University Avenue off-ramp. Scope of works will include, but not limited to, new streetlights and pedestrian lights, traffic signal system modification, drainage system modification, irrigation system modification, and landscape improvements. All improvements will be constructed within the existing State (Caltrans) or City right-of-way (ROW) as indicated on the contract plans entitled, "US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS" plans dated September 30, 2022.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the City who will be designated in writing by the Director of Community Development.



**3. Contract Price.** The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of {AMOUNT IN WORDS} ({AMOUNT IN NUMBERS}) subject to final determination of work performed and materials furnished at unit prices per Exhibit "A", and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s) No. Number(s). All other Additive Alternate(s) are rejected by City and are not included in this contract.

**4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

**5. Inspection by City.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

**6. Extra or Additional Work and Changes.** Should City at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Community Development or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

**7. Time for Completion.** All work (except plant establishment period) under this contract shall be completed before the expiration **280 working days** from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

**8. Inspection and Testing of Materials.** Contractor shall notify City a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the City may arrange for mill or factory inspection and testing of same, if City requests such notice from Contractor.

**9. Termination for Breach, etc.** If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, City may serve written notice upon Contractor and its surety of City's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to City for any excess cost occasioned City thereby, and in such event City may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

**10. City's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which City may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, City may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. City may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing City shall be deemed the agent of Contractor and any payment so made by City shall be considered as a payment made under the Contract by City to the Contractor and City shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

**11. Notice and Service Thereof.** All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

City: City of East Palo Alto  
Public Works Department  
Attn: City Engineer  
1960 Tate Street  
East Palo Alto, CA 94303

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Assignment of Contract.** Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of City.

**13. Compliance with Specifications of Materials.** Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless City agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

**14. Contract Security.** Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

**15. Insurance.** Contractor shall not commence work under this Contract until all insurance required as set forth in Exhibit E has been obtained and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the City with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the City of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

**16. Hold Harmless.** Contractor agrees to defend, save, indemnify and hold harmless City and all its officers, employees, agents, independent contractors and and volunteers against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of City, or of City's officials, agents, employees, independent contractors or volunteers who are directly responsible to City. Contractor shall make good and reimburse City for any expenditures, including reasonable attorneys' fees, City may make by reason of such claim or litigation, and, if requested by City, Contractor shall defend any such suits at the sole cost and expense of Contractor.

**17. Hours of Work.** Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to City, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, 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 by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the City's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

**18. Wage Rates.** Pursuant to the Labor Code of the State of California, or any applicable local law, City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the City, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Community Development, City of East Palo Alto, 1960 Tate Street, East Palo Alto, California. Wage rates can also be obtained through the California Department of Industrial Relations website at:  
<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against City.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**19. Accident Prevention.** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

**20. Contractor's Guarantee.** City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to City within one year of the date of acceptance of completion of this Contract by City, Contractor will forthwith remedy such defect or defects without cost to City.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to City for liquidated damages in the sum of **Ten Thousand and No/100 Dollars (\$10,000.00)** for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by City since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by City from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to City for any excess.

**22. Additional Provisions.**

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF EAST PALO ALTO  
a municipal corporation

[INSERT CONTRACTOR'S NAME &  
TYPE OF COMPANY]

License No. \_\_\_\_\_

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

Attest:  
City Clerk

By \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By \_\_\_\_\_  
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)**

**ACKNOWLEDGMENT**

State of California )  
County of )

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

\_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(SEAL)

**EXHIBIT A - BID SCHEDULE**

See Proposal for Bid Schedule

**EXHIBIT B - FAITHFUL PERFORMANCE BOND**

CITY OF EAST PALO ALTO

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ a Corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the City of East Palo Alto, a municipal corporation of the County of San Mateo, the State of California, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the faithful performance of a certain contract hereinafter referred to, to be paid to the City of East Palo Alto for the payment of which well and truly to be made, the said Principal and the said Surety, hereby bind themselves and all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the said Principal has entered into the annexed contract with the City of East Palo Alto to perform and complete, in strict conformity herewith and in a good and workmanlike manner:

**US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS  
City of East Palo Alto, California**

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that:

If the said Principal shall faithfully perform the said contract, then the above obligation with respect to the faithful performance of said contract shall be void; otherwise to remain in full force and effect.

And that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In case suit is brought upon this bond by the City of East Palo Alto, a reasonable attorney's fee, to be fixed by the Court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first above written.

Approved as to Form and Legality

\_\_\_\_\_  
Principal (Contractor)

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Attorney-in-fact      Surety

Approved:

By: \_\_\_\_\_  
City Manager

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



**EXHIBIT C - LABOR AND MATERIALS BOND**

CITY OF EAST PALO ALTO

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the City of East Palo Alto, a municipal corporation of the County of San Mateo, the State of California, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the benefit of laborers and material-men hereinafter designated, to be paid to the City of East Palo Alto for the payment of which well and truly to be made, and said Principal and the said Surety, hereby bind themselves and all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_

WHEREAS, the said Principal has entered into the annexed contract with the City of East Palo Alto to perform and complete, in strict conformity and in a good and workmanlike manner: **US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS, City of East Palo Alto, California.** Plans and Specifications are on file in the office of the City Engineer of the City of East Palo Alto.

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that:

If said principal or his subcontractors, their heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove specified to be for the benefit of laborers and material and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as provided by law.

This bond, to the extent of the obligation herewith with respect to laborers and materials, shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Division 3, Part 4, Title 15 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

In case suit is brought upon this bond by the City of East Palo Alto, a reasonable attorney's fee, to be fixed by the Court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Principal (Contractor)

Approved:

By: \_\_\_\_\_  
Attorney-in-Fact                  Surety

By: \_\_\_\_\_  
City Manager

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

\_\_\_\_\_  
Principal (Contractor)

**EXHIBIT D - PAYMENT BOND**

CITY OF EAST PALO ALTO

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of East Palo Alto, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as "Principal", a contract for **constructing a new Class 1 facility including a pedestrian overcrossing across US 101 between Donohoe Street and Woodland Avenue, realigning the northbound US 101/University Avenue loop off-ramp, and widening the southbound US 101/University Avenue off-ramp. Scope of works shall include, but not limited to, new streetlights and pedestrian lights, traffic signal system modification, drainage system modification, irrigation system modification, and landscape improvements. All improvements will be constructed within the existing State (Caltrans) or City right-of-way (ROW) as indicated on the contract plans entitled, "US 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS" plans dated September 30, 2022, and**

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or material-men employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of East Palo Alto in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), said sum being equal to the estimated amount payable by said City of East Palo Alto under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor or for any amounts required to be deducted, withheld, paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations to this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to Form and Legality:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Principal (Contractor)

\_\_\_\_\_  
Attorney-in-Fact      Surety

Approved:

By: \_\_\_\_\_  
City Manager

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

## **EXHIBIT E – INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE**

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City of East Palo Alto (City). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by City.

2. You should check with your Insurance advisors or brokers to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The defense and indemnity obligations shall survive the termination of the agreement for the full period of time allowed by law. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.

3. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy and Automobile policy listing all policy endorsements to City before work begins. City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

### **I. INDEMNIFICATION:**

Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole or active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

### **II. INSURANCE**

**Contractual Liability Insurance:** Contractor's General Liability insurance shall include contractual liability coverage at least as broad as the unmodified ISO CG 00 01 CGL policy. Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending cancellation of the policy. Contractor shall notify City of any pending change to the policy that would result in noncompliance with the requirements of this Agreement. All certificates shall be filed with the City.

**Worker's Compensation and Employer's Liability Insurance:** Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

**Waiver of Subrogation:** Contractor hereby agrees to waiver rights of subrogation which any insurer of Contractor may require from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**Commercial General Liability Insurance:** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$25,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Insurance: Coverage at least as broad as Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$10,000,000** per accident for bodily injury and property damage.

Builder's Risk (Course of Construction): Contractor shall maintain insurance utilizing an "All Risk" (Special Perils) coverage form, with limits no less than **\$8,600,000** or the construction value and no coinsurance penalty provisions.

Completed Operation Coverage: Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance and Additional Insured Endorsements for a minimum of five (5) years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City shall be entitled to the broader coverage and/or the higher limits available to the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.

Additional Insureds: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insured on any such policies of comprehensive general and automobile liability insurance with coverage at least as broad as ISO CG 20 10 and CG 20 37.

Primary Insurance Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded thereby to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only. Contractor shall provide endorsement at least as broad as ISO CG 20 01 04 13.

Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

Surety Bonds: Contractor shall provide the following Surety Bonds: bid bond, performance bond, payment bond, and maintenance bond.

**EXHIBIT F - CONTRACTOR'S CERTIFICATE RELATING TO WORKERS' COMPENSATION INSURANCE**

CITY OF EAST PALO ALTO  
PURSUANT TO LABOR CODE SECTION 3800

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract or agreement with the City of East Palo Alto (check one of the following):

\_\_\_\_\_ I will have in full force and effect Workers' Compensation Insurance pursuant to the attached Certificate of Workers' Compensation Insurance issued by an admitted insurer. Said certificate shall state that there is in existence a valid policy for Workers' Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten (10) days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Workers' Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

\_\_\_\_\_ I have in full force and effect and have attached hereto a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations (an exact copy or duplicate thereof certified by the Director may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on \_\_\_\_\_ at East Palo Alto, California.

BY: \_\_\_\_\_

\_\_\_\_\_  
Official Title

On behalf of:

\_\_\_\_\_  
Contractor

**NOTE: YOUR CERTIFICATE OF WORKERS' COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE**

**PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKERS' COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE (408) 277-1265**

**EXHIBIT G - CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

CITY OF EAST PALO ALTO

In accordance with the provisions of Section 3800 of the Labor Code of the State of California, the undersigned insurance company hereby certifies to the City of East Palo Alto, California, that it is an admitted Workers' Compensation Insurer and that it has issued a policy of Workers' Compensation Insurance bearing Policy Number \_\_\_\_\_ to \_\_\_\_\_. Said policy is a valid policy of Workers' Compensation Insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid. The expiration date of said policy is the \_\_\_\_\_ day of \_\_\_\_\_, 2024. The undersigned insurer will give said City of East Palo Alto at least ten (10) days advance notice of the cancellation of said policy.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Insurance Company

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

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
Authorized Representative  
(Type Name)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at East Palo Alto, California, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
Authorized Representative

**EXHIBIT H - CERTIFICATE OF STATE CONTRACTOR'S LICENSE**

CITY OF EAST PALO ALTO

The contractor shall possess a Class A license from Contract award through Contract acceptance. The Contractor's attention is directed to Public Contract Code § 10164.

MY/OUR STATE CONTRACTOR'S LICENSE FOR CLASSIFICATION: \_\_\_\_\_  
NO. \_\_\_\_\_, EXPIRES \_\_\_\_\_.

THIS PROPOSAL MUST BE NOTARIZED BELOW.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Seal)

Notary Public in and for the

County of San Mateo

State of California

The aforesigned, as Bidder, declares that he has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the Plans and Specifications therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the City of East Palo Alto, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer.



**EXHIBIT I - APPRENTICESHIP STANDARDS**

CITY OF EAST PALO ALTO

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office.

"I am aware of the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor and any subcontractor under him. I comply with the requirements of said sections in the employment of apprentices, as evidenced by the signature below."

Signed By: \_\_\_\_\_

Official Title: \_\_\_\_\_

Notice also is hereby given that in accordance with Section 1773.2 of the Labor Code of the State of California, copies of the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft classification, or type of workman, and for holiday and overtime work, as determined by the Director of the Department of Industrial Relations, are on file in the Office of the Director of Public Works/City Engineer and are available to any interested party upon request. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon all subcontractors under him, to pay not less than the highest of the applicable rates set forth in either the federal or municipal schedules or prevailing wage rates.

Employer payments other than those itemized therein, as defined in Section 1773.1 of the Labor Code, are to be paid in accordance with the terms of collective bargaining agreement applicable to the type of classification of the workmen employed on the program, including overtime, Sunday and Holiday pay.

Pursuant to the provisions of Government Code S4590, and at the request and expense of the Contractor, securities equivalent to the amount withheld by City to ensure performance, under a contract shall be deposited with City and with a State or Federally-chartered bank as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract. Eligible securities shall include those listed in Government Code S16430 or bank or savings and loan certificates for deposit. The Contractor shall be the beneficial owner of and security and shall receive any interest thereon.

## **EXHIBIT J - FEDERAL MINIMUM WAGE RATES**

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

The federal minimum wage rates are available directly from the Department of Labor Home Page under <http://www.wdol.gov>. Addenda to incorporate the Federal minimum wage rates will be issued to holders of "Contract Documents and Specifications" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

**EXHIBIT K – FHWA 1273**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

## 10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;



(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## 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 contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a 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.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## 12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

### MINORITY UTILIZATION GOALS

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

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 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. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

#### APPENDIX A

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

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



each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees:

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

Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used

3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

## **16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

**US 101/UNIVERSITY AVENUE INTERCHANGE  
IMPROVEMENTS**

**CITY CONTRACT NO. ST-14**

**END OF CONTRACT DOCUMENT**