

## DEPARTMENT OF PUBLIC WORKS

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www.stancounty.com/publicworks

## ADDENDUM NO. 1

## TO PLANS AND SPECIFICATIONS FOR

Geer Road and Santa Fe Avenue Intersection Improvement Federal Aid Project No. CML-5938(224) Contract No. 9704

STANISLAUS COUNTY

Bv:

Shoaib Ahrary, P.E

83317

OF CALIFORN

DATE:

January 30, 2018

OPENING BID: February 7, 2018

## TO ALL BIDDERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE PLANS, SPECIAL PROVISIONS, AND BID DOCUMENTS, AND SHALL BE USED IN PREPARATION OF THE BIDS SUBMITTED FOR THE WORK. BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

## **RESPONSES TO INQUIRIES**

1. Plan sheet #19 indicates all of the concrete pull boxes to be 5ET or 6ET which per Cal Trans standards are traffic rated boxes with extensions and concrete rings around the boxes. In the project specifications, under the Pull Boxes and Detector Handholes section, it is indicated that pull boxes shall be per City of Modesto Drawing 1800 Pull Box #1 at a minimum. Larger sizes shall be install where required by the National Electrical Code or where shown on the Plans, per City of Modesto Drawing 1801, Pull Box #2. Which pull boxes are to be provided and installed??

**RESPONSE**: Replace the first paragraph of Part VI – Special Provisions, SP–42 Traffic Signal and Lighting, Pull Boxes And Detector Handholes, with the following: "Concrete pull boxes shall conform to the provisions in Section 86-2.06C, "Pull Boxes," of the State Revised Standard Specifications."

2. If City of Modesto pull boxes are to be installed, then please indicate which size of box is to be installed at each location and are these boxes to have a concrete ring installed around them and the City of Modesto drawing must be made part of the project specifications.

**RESPONSE**: Replace the third paragraph of Part VI – Special Provisions SP–42 Traffic Signal and Lighting, Pull Boxes and Detector Handholes, with the following: "All pull boxes shall be No. 5 unless otherwise noted on the Plans. All pull boxes shall be installed with extensions."

3. Please clarify how long we will be able to hold traffic during the FDR work. FDR has some pretty specific requirements for compaction and finishing and traffic delays will be significant especially at peak traffic times on Geer Road. Costs will also be extremely high having to piece meal through an intersection with FDR, which is the only way to maintain traffic.

**RESPONSE**: Contractor to provide two-way traffic on Geer Road using temporary pavement as necessary during FDR and paving operations. See revised stage construction sheets.

**4.** Are we able to provide a "drivable surface" in lieu of a one pave traffic lane in each direction? We are not able to pave the FDR areas until micro-cracking takes place, typically 72 hours after FDR mixing and finishing has taken place.

**RESPONSE**: Contractor to provide two-way traffic on Geer Road using temporary pavement as necessary during FDR and paving operations. Contractor to completely finish Phase 1 paving per plan prior to shifting traffic for Phase 2. See revised stage construction sheets.

5. Please clarify the scope of traffic control at the rail road crossing. Based on our previous experience with BNSF on the Hatch/Santa Fe signalization project, BNSF will not allow any traffic to cross the tracks from the time the existing crossing arms are removed and the new arms are fully functional. And the interconnect with the new signal must be complete in order for the crossing arms to be considered functional. However, the plans required the contractor to maintain 2-way traffic on Geer. These requirements are at odds with one another. Please clarify the county's intent.

**RESPONSE**: See revised stage construction sheets.

**6.** *Is the Cal-Trans smoothness specification going to be used?* 

**RESPONSE**: Refer to SP-23 "Hot Mix Asphalt" for details.

7. Can we get the Flagging cost for the railroad and are we needing to pay for encroachment permit to the Railroad?

**RESPONSE**: Refer to SP-39 "BNSF Coordination" and SP-07 "Temporary Traffic Control".

8. *Is the contractor to pay for Railroad insurance?* 

**RESPONSE**: Refer to SC-15 "Insurance".

**9.** Flagging cost is the County to pay 50/50?

**RESPONSE**: Refer to SP-07 "Temporary Traffic Control".

10. Does the county have a water source?

**RESPONSE**: There is no fire hydrant in the immediate vicinity; contractor is to determine the water source per SP-09 "Watering".

11. Are there any CAD files or drawings of the existing grades? The drawings received by KRC do not provide much info about the existing grading.

**RESPONSE**: CAD Files are not available. Contractor to construct based on signed plans. The cross sections are provided for general information only and are not approved for construction purposes.

12. What are the sectional thicknesses of the existing driveways that will be replaced? I see in detail 3-F5 that most rural driveways are to be built as 2"AC over 4" AB, is that was is already in place?

**RESPONSE**: Existing structural section of driveways is unknown.

13. Are cross sections available to do an earthwork takeoff for the two Geer Rd projects?

**RESPONSE**: The cross sections are provided for general information only and are not approved for construction purposes.

### CORRECTIONS

- 1. Delete Sheets 3, 6, 7, 8, 9, 14, 15 and 19 of the Improvement Plans and replace with attached revised sheets 3, 6, 7, 8, 9, 14, 15 and 19.
  - **REASON FOR CORRECTION**: Pavement section was revised for the portion within railroad right of way and Stage Construction Plan and Construction Area Signs were revised to clarify the staging necessary for the Contractor to provide two-way traffic on Geer Road using temporary pavement as necessary during FDR and paving operations.
- 2. On Pages II-4 of "Information for Bidders" under section 12 "Time for Beginning and Completing the Work", change the amount of working days from 120 to 90.
  - **REASON FOR CORRECTION:** Changed the amount of allowed working days from 120 to 90.
- 3. Delete Pages III-3 and III-4 of "Proposal" section and replace with attached revised Pages III-3 and III-4.
  - **REASON FOR CORRECTION:** Revised the quantities for Bid Item No. 14, 18, 19, and 20 on the Contractors Bid Sheet to include HMA quantities for temporary paving and reflect the changes in pavement section within railroad right of way.
- 4. Delete Special Provisions Section SP-23 Hot Mix Asphalt and replace with attached revised Special Provisions Section SP-23.
  - **REASON FOR CORRECTION:** Due to changes in staging plans, the Hot Mix Asphalt section was revised to include provisions for temporary paving.

## **CLARIFICATIONS**

1. The Federal Minimum Wage Rates have changed since the first advertisement of the project. For current Federal Minimum Wage Rates, please use Modification Number 3 published on January 26, 2018 which can be found at the following internet address:

www.wdol.gov/dba.aspx

Navigate to Stanislaus County and select the appropriate wage rate. A copy of Modification Number 3 is attached.

## **CONTRACTOR'S BID SHEET**

## Geer Road and Santa Fe Avenue Intersection Improvement Federal Aid Project No. CML-5938(224)

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-6	Mobilization	1	LS		
2	SP-38	Lead Compliance Plan	1	LS		
3	SP-7	Temporary Traffic Control	1	LS		
4	SP-8	Temporary Pavement Delineation	1	LS		
5	SP-40	Portable Changeable Message Sign	4	EA		
6	SP-2	Water Pollution Control	1	LS		
7	SP-25	Re-establishing Survey Monument (Type B)	1	EA		
8	SP-18	Cold Plane Asphalt Concrete	3315	SY		
9	SP-26	Adjust Utility Cover to Grade	1	EA		
10	SP-12	Remove Poles & Salvage Flashing Beacon System	1	LS		
11	SP-17	Remove and Replace Mailbox	3	EA		
12	SP-11	Remove Roadside Signs	14	EA		
13	SP-16	Remove Pipe	650	LF		
14	SP-15	Remove Concrete Pavement and Base	89	CY		
15	SP-10	Clearing and Grubbing	1	LS		
16	SP-19	Roadway Excavation	1990	CY		
17	SP-20	Shoulder Backing	611	TON		
18	SP-21	Aggregate Base	1475	TON		
19	SP-22	Full Depth Reclamation - Cement (FDR-C)	107365	SF		
20	SP-23	Hot Mix Asphalt (Type A)	6747	TON		

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
21	SP-14	Milling of Existing Unreinforced PCC Pavement	24737	SF		
22	SP-35	Welded Wire Reinforcement	1305	SF		
23	SP-34	Roadside Signs	18	EA		
24	SP-36	Construction Funding Sign (Single Post)	4	EA		
25	SP-28	30" PVC Pipe	618	LF		
26	SP-29	PVC Pipe Elbow	3	EA		
27	SP-30	Concrete Collar	4	EA		
28	SP-24	Minor Concrete (Curb)	17	CY		
29	SP-24	Minor Concrete (Driveway)	11	CY		
30	SP-24	Minor Concrete (Median Island)	29	CY		
31	SP-31	Midwest Guardrail System (Wood Post)	113	LF		
32	SP-33	End Anchor Assembly (Type SFT)	3	EA		
33	SP-32	Alternative Flared Terminal System	3	EA		
34	SP-37	Thermoplastic Pavement Markings	1597	SF		
35	SP-37	6" Thermoplastic Traffic Stripe (Detail 27B)	6567	LF		
36	SP-37	6" Thermoplastic Traffic Stripe (Detail 22)	2950	LF		
37	SP-37	8" Thermoplastic Traffic Stripe (Detail 38A)	1592	LF		
38	SP-41	As-built Drawings	1	LS		
39	SP-42	Traffic Signal and Lighting	1	LS		

(SIGNED)	Date:	

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

TOTAL PROJECT COST:

### SP-23 HOT MIX ASPHALT

This work shall consist of furnishing and placing asphalt concrete and temporary pavement in conformance with Section 39, "Hot Mix Asphalt" (HMA) of the Standard Specifications and these Special Provisions.

Hot Mix Asphalt concrete shall be Type A.

Temporary pavement must consist of a 2-inch thick layer of HMA.

The asphalt binder shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise noted on the plans or approved by the Engineer. Aggregate Gradations shall be as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications, except maximum aggregate size shall be ¾ inch.

A maximum of 15% Reclaimed Asphalt Pavement (RAP) is allowed.

Use Method Compaction for placement of all HMA as specified in Section 39-2.01C. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

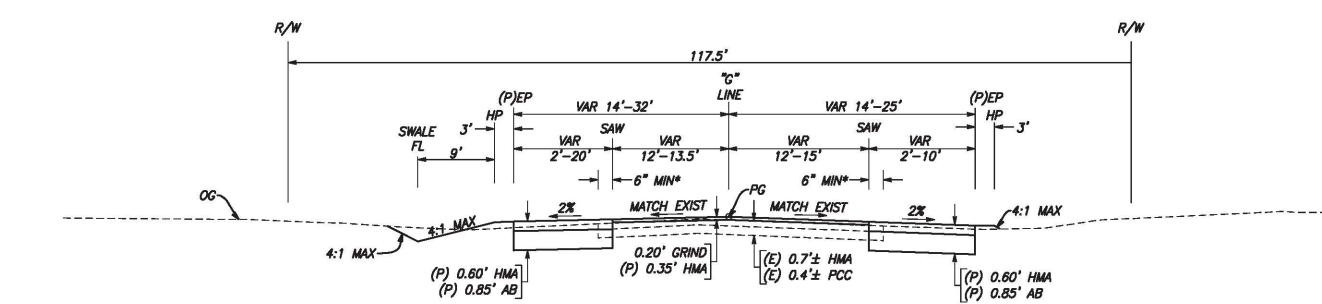
A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. The final lift of HMA for all streets shall be placed after all work related to underground facilities, excavations, reconstruction, trench pavement, and pre-paving work has been completed.

HMA smoothness requirements shall conform to 36-3 "Pavement Smoothness". Pavement smoothness shall be measured using the Straightedge Method. Inertial Profiler requirements shall not apply.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

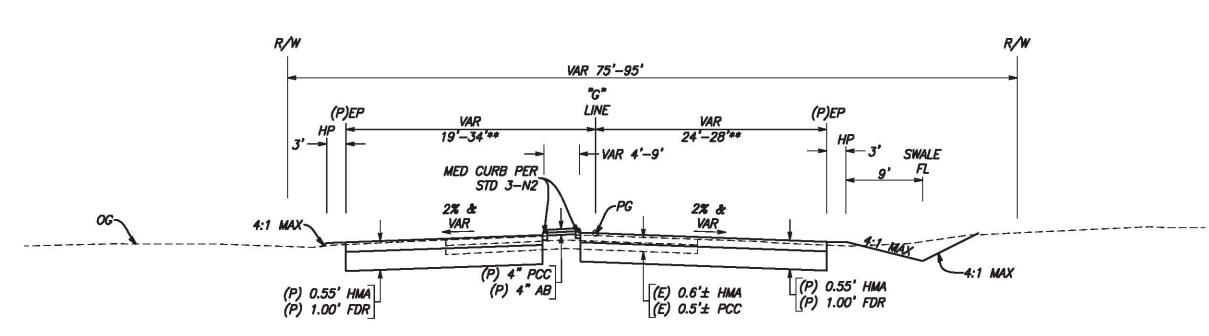
Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Hot Mix Asphalt," including the placement of HMA, miscellaneous surface preparation, tack coats, dikes, temporary pavement and various HMA items, shall be considered as included in the contract unit price paid for **Hot Mix Asphalt (Type A)**, and no additional compensation will be allowed.

	DESIGN DESIGNATIONS								
STREET NAME	STATION RANGE	TRAFFIC INDEX	"R" VALUE	MINIMUM HMA GRIND AND OVERLAY		MINIMUM FDR PAVEMENT SECTION		MINIMUM CONVENTIONAL PAVEMENT SECTION	
				GRIND	HMA	HMA	FDR	HMA	AB
GEER ROAD — "G" LINE	103+30.00 TO 113+60.00 115+96.94 TO 121+85.00	12	50	0.20'	0.35'	0.55*	1.00'	0.60'	0.85*
SANTA FE AVENUE — "SF" LINE	15+23.00 TO 22+10.16 25+74.48 TO 31+45.00	12	50			0.55*	1.00'		
INTERSECTION	"G" 112+88.55 TO "G" 115+96.94 "SF" 22+10.16 TO "SF" 25+74.48	12	50			0.55*	1.00'		



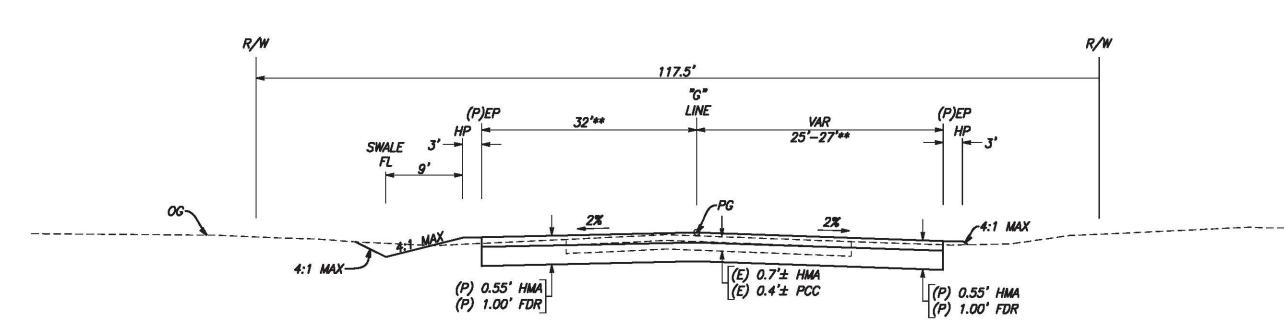
\*EXISTING AC/PCC SECTION TO BE REMOVED.

**GEER ROAD** "G" LINE - STA 117+00.00 TO 121+85.00 SCALE NTS



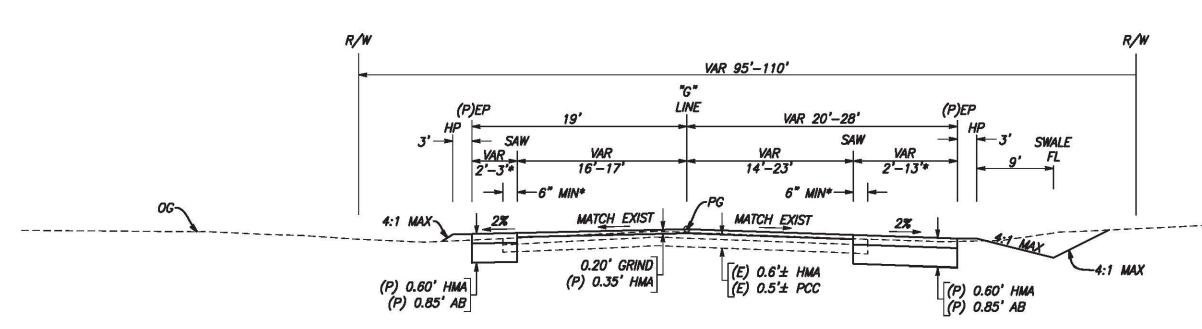
\*\*EXISTING PCC REQUIRES 6" PCC SLAB MILLING PRIOR TO FDR.

**GEER ROAD** "G" LINE - STA 108+35.00 TO 112+00.00 SCALE NTS



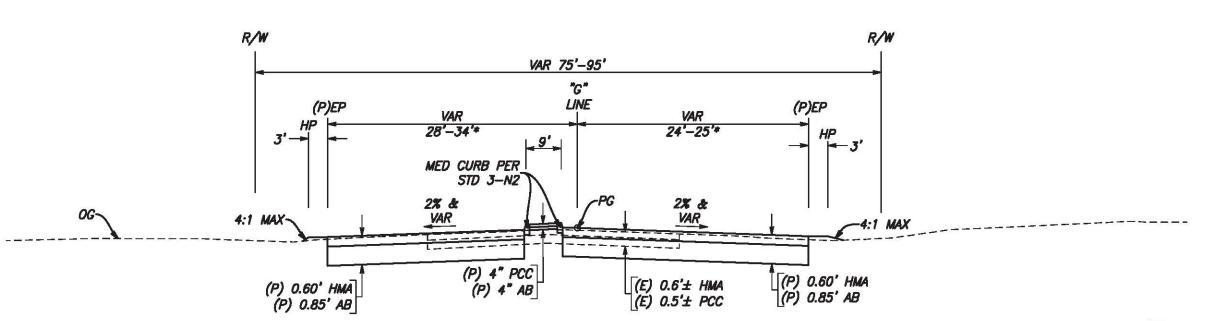
\*\*EXISTING PCC REQUIRES 5" PCC SLAB MILLING PRIOR TO FDR.

**GEER ROAD** "G" LINE - STA 115+96.94 TO 117+00.00 SCALE NTS



\*EXISTING AC/PCC SECTION TO BE REMOVED.

**GEER ROAD** "G" LINE - STA 103+30.00 TO 108+35.00 SCALE NTS



\*EXISTING AC/PCC SECTION TO BE REMOVED.

**GEER ROAD** "G" LINE - STA 112+00.00 TO 113+60.00 SCALE NTS

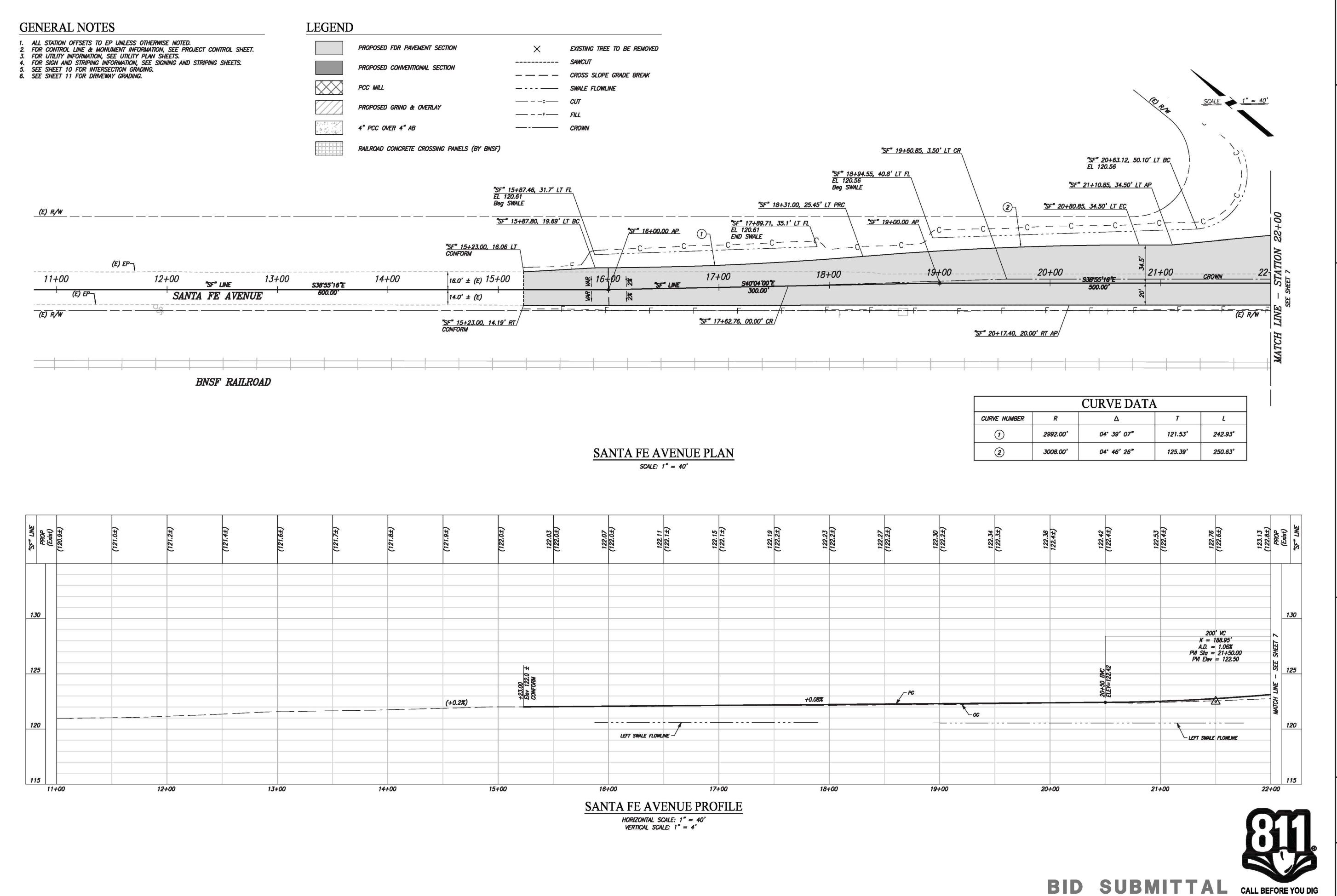
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JOB NO <u>FN-15109</u>
DATE <u>11-13-17</u>
DR BY <u>JAR</u>
CK BY <u>JML</u> SURVEY CONST.

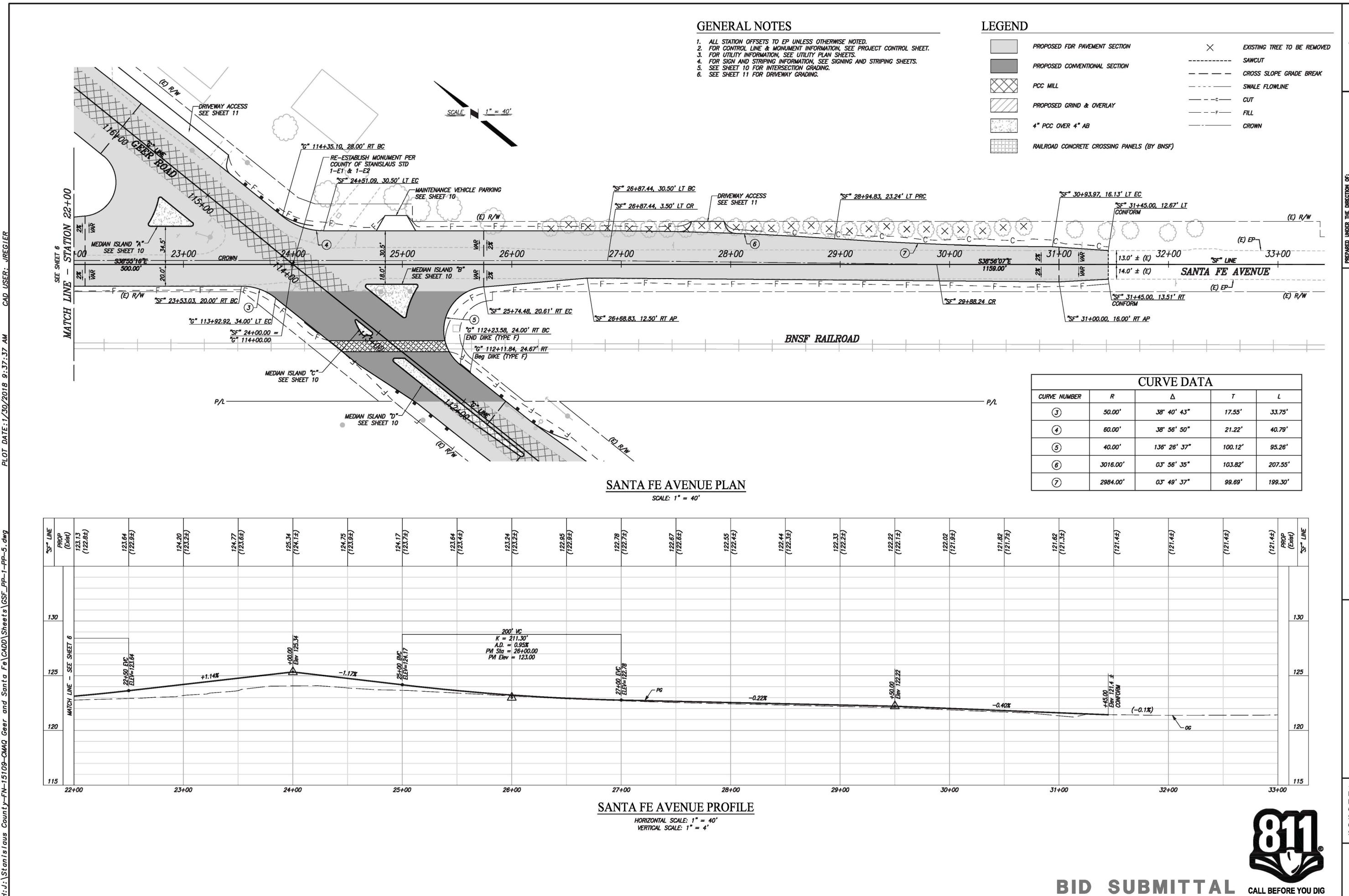
SHEET NUMBER of 21 SHEETS



**PLAN** 

JOB NO <u>FN-15109</u>
DATE <u>11-13-17</u>
DR BY <u>JAR</u>
CK BY <u>JML</u> SURVEY \_ CONST.
SCALE 1"=40'

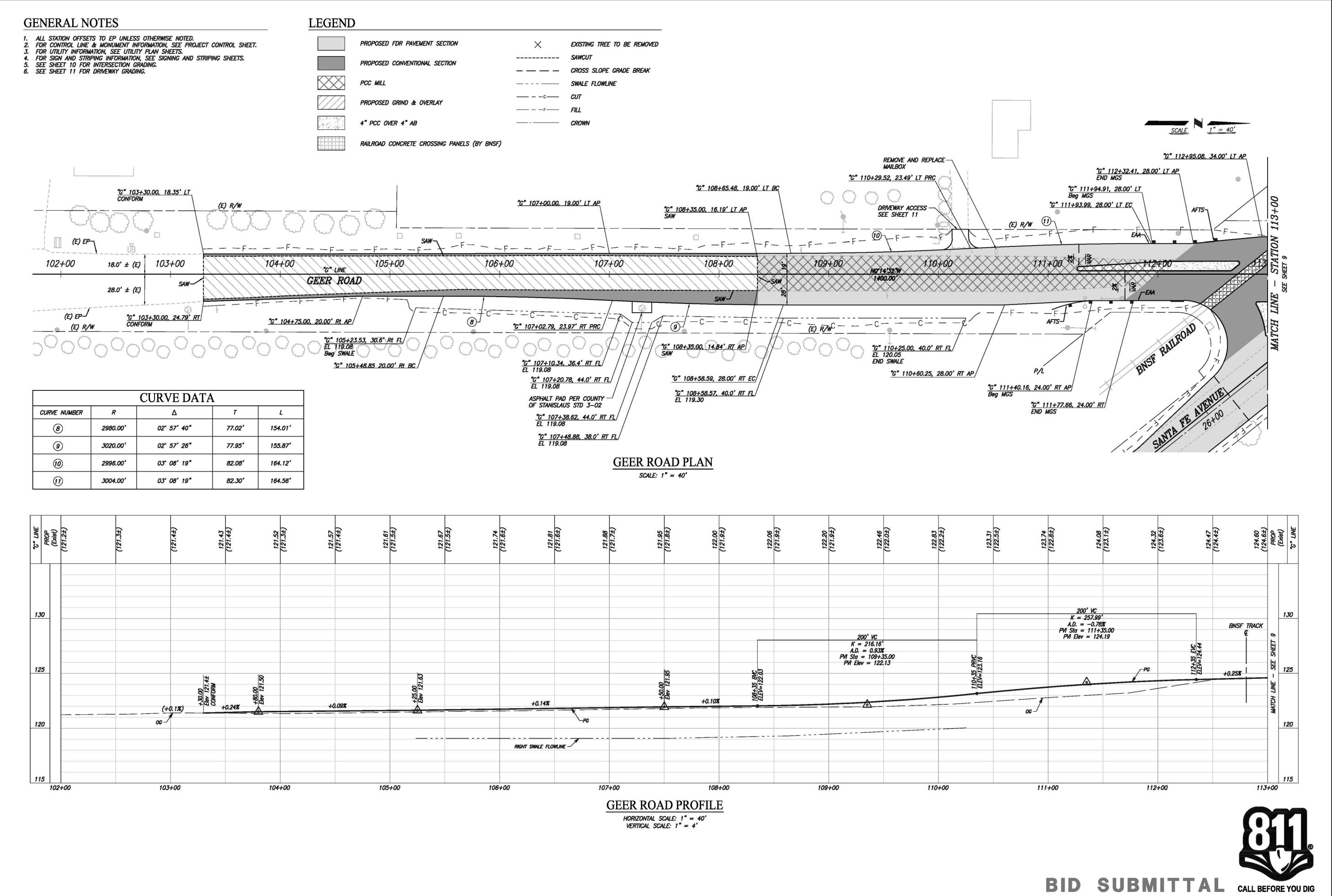
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JOB NO <u>FN-15109</u>
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SCALE 1"=40'

SHEET NUMBER of 21 sheets



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PUBLIC WORKS
FRATIONS DIVISION
MODESTO. CA 95358

DEPARTMENT OF PUBLIC WO



VAND PROFILE

OVEMENT PLANS FOR:

AND SANTA FE AVE

GEER RD AND
INTERSECTION

JOB NO FN-15109

DATE 11-13-17

DR BY JAR

CK BY JML

SURVEY

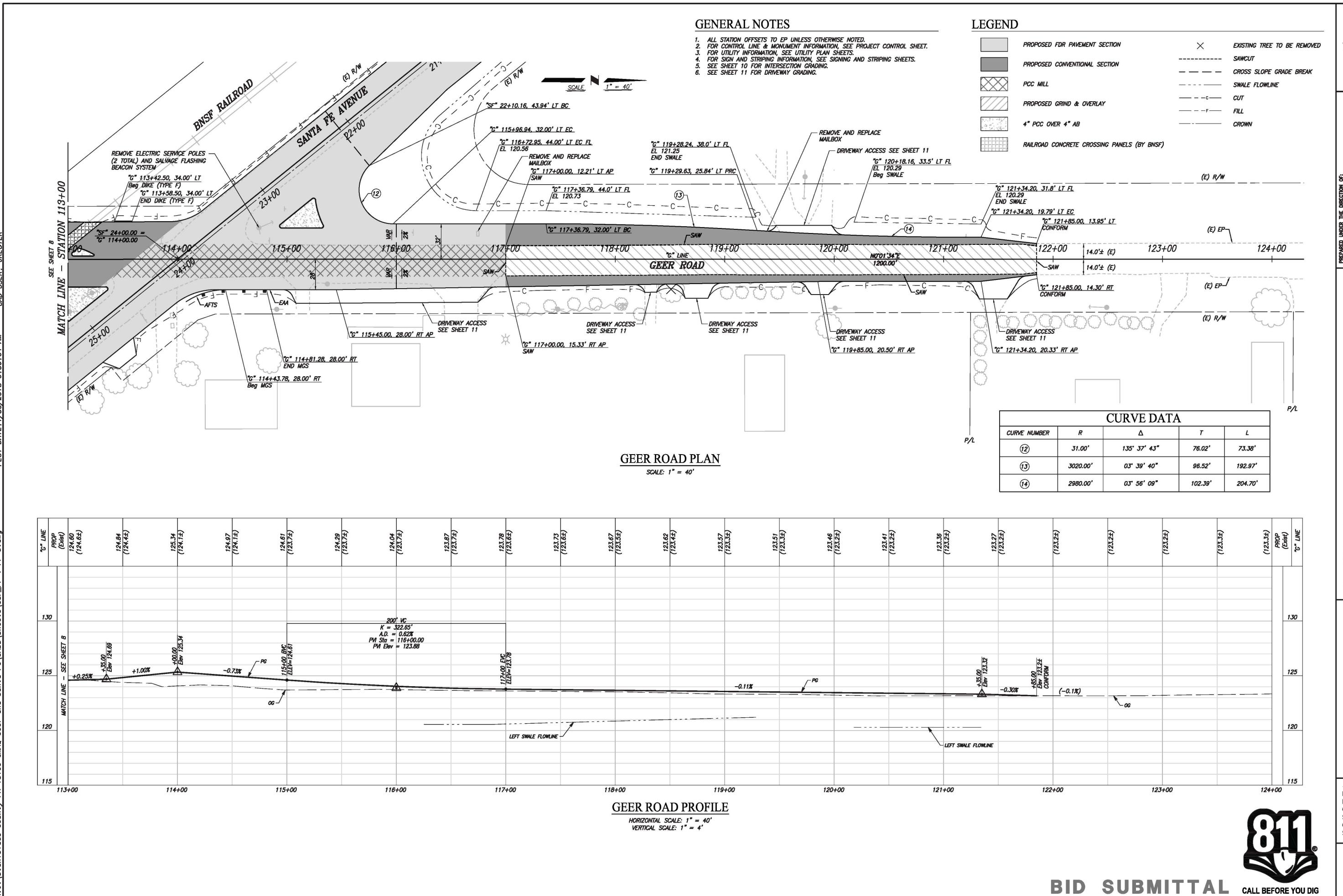
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SCALE 1"=40'

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OF 21 SHEETS





AND

**PLAN** 

JOB NO <u>FN-15109</u>
DATE <u>11-13-17</u>
DR BY <u>JAR</u>
CK BY <u>JML</u> SURVEY \_ CONST.

SCALE 1"=40'

SHEET NUMBER of 21 sheets

- 1. TRAFFIC CONTROL SHOWN ON PLANS, INCLUDING LOCATIONS OF CONSTRUCTION AREA SIGNS, ARE APPROXIMATE AND INTENDED TO BE UTILIZED FOR STAGING PURPOSES ONLY. ALL TRAFFIC CONTROL SHALL BE APPROVED BY STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO CONSTRUCTION. ALL SIGN LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
- 2. CONTRACTOR SHALL COORDINATE WITH BNSF RAILROAD DURING ALL PHASES OF CONSTRUCTION.
- 3. ALL TRAFFIC CONTROL SHALL CONFORM WITH THE MOST RECENT CALTRANS STANDARD PLANS AND THE CALIFORNIA MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 4. SEE SHEET 15 FOR CONSTRUCTION AREA SIGNS.
- 5. MEASURE L FUNDING SIGNS SHALL BE INSTALLED DURING CONSTRUCTION. LOCATIONS OF MEASURE L FUNDING SIGNS SHALL BE APPROVED BY THE ENGINEER. SEE SHEET 16 FOR MEASURE L FUNDING SIGN DETAILS.

## LEGEND

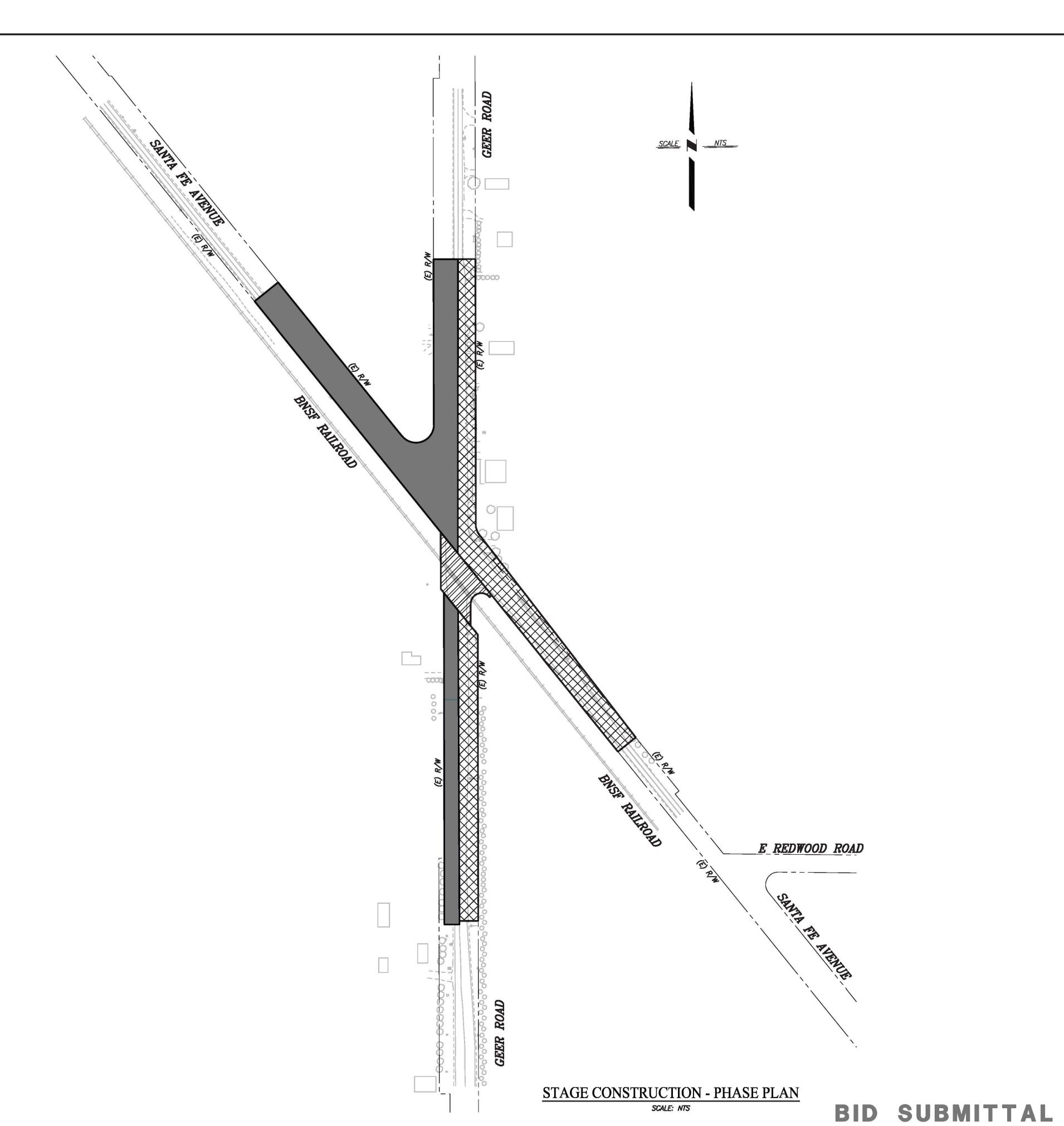
PHASE 1: COMPLETE PAVEMENT WORK ON WESTERN PROJECT LIMITS. USE TEMPORARY PAVEMENT TO ACCOMMODATE 2 LANES



PHASE 2: COMPLETE PAVEMENT WORK ON EASTERN PROJECT LIMITS. USE TEMPORARY PAVEMENT TO ACCOMMODATE 2 LANES OF TRAFFIC ON GEER ROAD.



PHASE 3: FULL CLOSURE OF SOUTH LEG OF GEER ROAD TO BE COMPLETED WITH BNSF TRACK WORK. COMPLETE ELECTRICAL ITEMS. CONSTRUCT RAISED MEDIANS IN INTERSECTION.







JOB NO FN-15109
DATE 11-13-17
DR BY JAR
CK BY JML
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SCALE

of 21 sheets

- 2. LOCATIONS OF CONSTRUCTION AREA SIGNS ARE APPROXIMATE. ALL SIGN LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
- 3. ALL TRAFFIC CONTROL SHALL CONFORM WITH THE MOST RECENT CALTRANS STANDARD PLANS AND THE CALIFORNIA MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 4. CHANGEABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO CONSTRUCTION.
- 5. CONTRACTOR TO PROVIDE REASONABLE MEANS FOR PROPERTY OWNERS ADJACENT CONSTRUCTION TO ACCESS PROPERTIES AT ALL TIMES.
- 6. CONTRACTOR TO COORDINATE ANY DRIVEWAY CLOSURES WITH PROPERTY OWNERS BEFORE REMOVING ACCESS.

## **LEGEND**

PROJECT CONSTRUCTION AREA

CONSTRUCTION AREA SIGN SINGLE POST

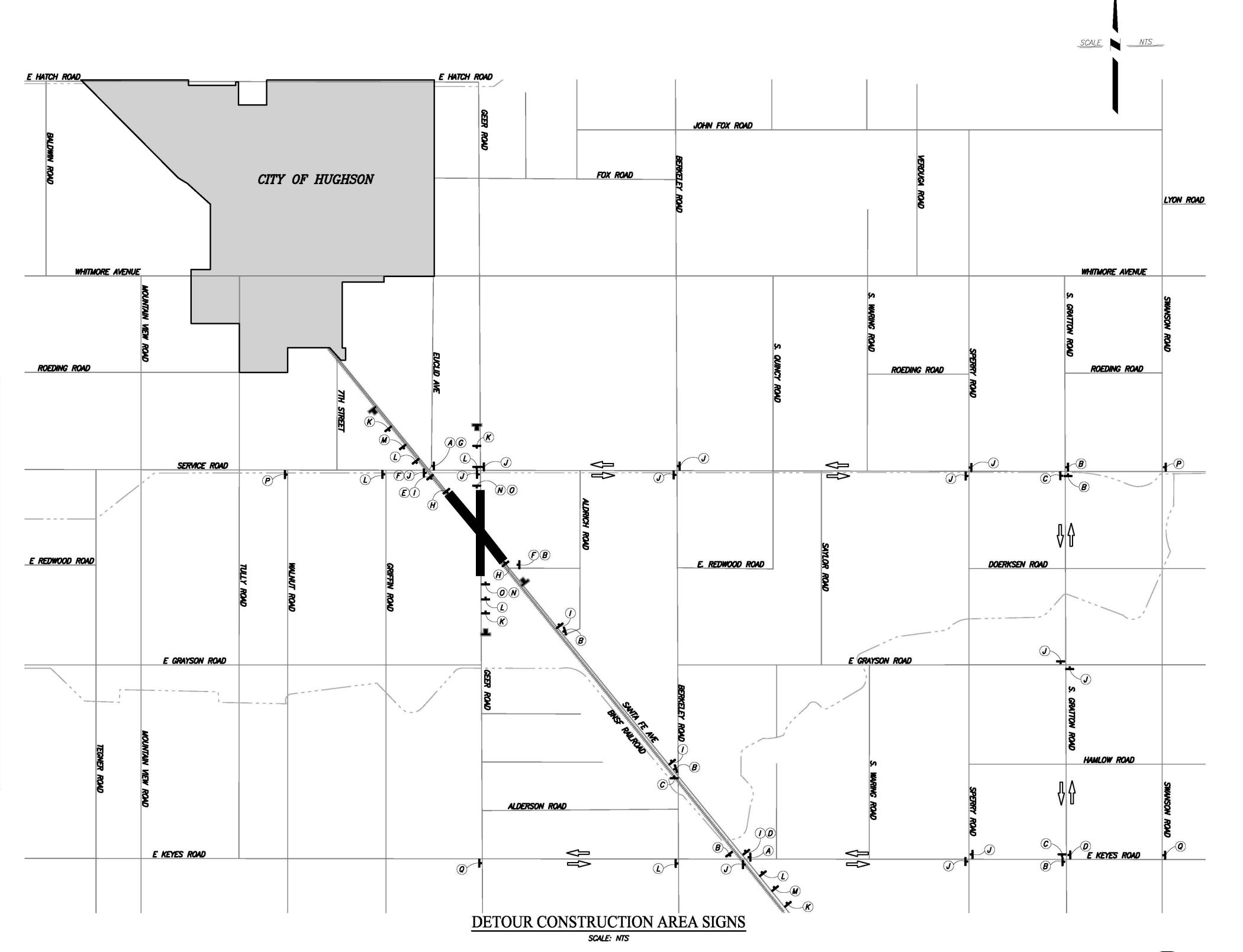
TRAFFIC AREA DIRECTION

CHANGEABLE MESSAGE SIGN (CMS)

## STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

SIGN LETTER	SIGN CODE	PANEL SIZE	SIGN MESSAGE	EACH [N]
A	M4-8A	24"x18"	END DETOUR	2
B	M4-9(L)	30"x24"	DETOUR WITH ARROW (LEFT)	7
C	M4-9(R)	30"x24"	DETOUR WITH ARROW (RIGHT)	3
D	M4-10(R)	48"x18"	DETOUR ARROW (RIGHT)	2
Ē	M4-10(L)	48"x18"	DETOUR ARROW (LEFT)	1
F	R3-1	24"x24"	NO RIGHT TURN SYMBOL	2
G	R3-2	24"x24"	NO LEFT TURN SYMBOL	1
$\widehat{H}$	R11-2	48"x30"	ROAD CLOSED	2
(1)	R11-4	60"x30"	ROAD CLOSED TO THRU TRAFFIC	4
Ū	SC3(CA)	36"x12"	DETOUR WITH ARROW (STRAIGHT)	12
K	W20-1	36"x36"	ROAD WORK AHEAD	4
Ĺ	W20-2	36"x36"	DETOUR AHEAD	6
M	W20-3	36"x36"	ROAD CLOSED AHEAD	2
(N)	W24-1	36"x36"	CURVE AHEAD	2
0	W13-1P	24"x24"	25 MPH	2
P	CUSTOM	54"x36"	SB SANTA FE AVENUE CLOSED FOLLOW DETOUR	2
Q	CUSTOM	54"x36"	NB SANTA FE AVENUE CLOSED FOLLOW DETOUR	2
TOTAL				56

[N] NOT A SEPARATE PAY ITEM, FOR INFORMATION ONLY.







JOB NO <u>FN-15109</u>
DATE <u>11-13-17</u>
DR BY <u>JAR</u> CK BY JML SURVEY CONST. SCALE

BID SUBMITTAL CALL BEFORE YOU DIG

## TRAFFIC STRIPES AND PAVEMENT MARKINGS

LOCATION/STATION	DIRECTION	DETAIL NO.		OPLASTIC RIPE	8" WHITE SOLID THERMOPLASTIC STRIPE	THERMOPLASTIC PAVEMENT MARKING	DESCRIPTION/COMMENTS
	la la	DE	WHITE SOLID	YELLOW SOLID	8. H	置,	, , , , , , , , , , , , , , , , , , , ,
			LF	LF	LF	SQFT	
"G" 103+30.00 TO 113+79.48	SB	278	1050				
"G" 103+30.00 TO 111+78.82		22		837			
"G" 103+30.00 TO 112+30.88	NB	278	902				
"G" 108+58.64 TO 112+50.84	NB	<i>38</i> 4			392		
"G" 112+89.24 TO 113+22.08	NB	<i>38A</i>			33		
"G" 112+30.88 TO "SF" 25+66.65		27B	98				CHANNELIZED RIGHT TURN STRIPING
"G" 112+76.05 TO "SF" 25+17.31	1	38A			50		CHANNELIZED RIGHT TURN STRIPING
"G" 112+81.47, 115+43.51						48	2 YIELD PAVEMENT MARKINGS
"G" 112+76.05 TO 113+22.08	NB	278	46				
"G" 111+78.82	NB	LL				27	
"G" 113+22.07	NB	LL				23	
"G" 114+38.63 TO 121+85.00	NB	27B	745				
"G" 115+21.64 TO 121+85.00		22		665			
"G" 115+02.93 TO 117+36.79	SB	38A			234		
"G" 115+02.93 TO 115+46.69	SB	27B	44				
"G" 115+21.62	SB	LL				12	
"G" 115+02.93	SB	LL				12	
"G" 115+89.58 TO "SF" 22+18.25		278	86				CHANNELIZED RIGHT TURN STRIPING
"G" 115+46.69 TO "SF" 22+62.08		38A			49		CHANNELIZED RIGHT TURN STRIPING
"G" 115+89.58 TO 121+85.00	SB	278	596				
"G" 113+79.48 TO "SF" 23+66.65		27B	37				
"G" 114+38.63 TO "SF" 24+20.25		27B	41				
109+52.91, 111+02.92, 112+96.00	NB					45	3 TYPE IV (L) ARROWS
"G" 115+55.70, 117+05.70	SB					30	2 TYPE IV (L) ARROWS
"G" 108+69.94	NB					232	2 RAILROAD CROSSING SYMBOLS
"G" 119+17.11	SB					118	RAILROAD CROSSING SYMBOL
"G" 106+07.95, 121+27.71						62	2 AHEAD PAVEMENT MARKINGS
"G" 105+67.91, 121+67.80						64	2 SIGNAL PAVEMENT MARKINGS
"G" 111+84.82, 113+07.07	NB					96	4 KEEP PAVEMENT MARKINGS
"G" 111+94.99, 113+15.07	NB					108	4 CLEAR PAVEMENT MARKINGS
"G" 111+66.92	NB					52	2 HERE PAVEMENT MARKING
"G" 111+50.92	NB					38	2 WAIT PAVEMENT MARKING
"G" 111+65.82 TO 113+22.07	NB					288	RAILROAD CROSSING STRIPING
"SF" 15+30.00 TO 22+18.25	NB	278	697				
"SF" 15+30.00 TO 22+95.85	100	22	845	774			
"SF" 15+30.00 TO 23+66.65	SB	27B	845		250		
"SF" 20+80.85 TO 23+40.02	SB SB	38A 38A			259 335		
"SF" 20+17.40 TO 23+52.40 "SF" 22+62.08 TO 22+95.85	NB	38A 27B	34		333		
"SF" 22+95.85	SB	LL	J. T.			11	
"SF" 23+40.02	SB	LL				12	
"SF" 23+52.40	SB	LL				11	
"SF" 24+20.25 TO 31+45.00	NB	278	725				
"SF" 24+47.53 TO 26+87.43	NB	38A			240		
"SF" 24+47.53	NB	LL			-	12	
"SF" 24+72.43	NB	LL				11	
"SF" 24+72.43 TO 31+45.00		22		674			
"SF" 24+72.43 TO 25+17.31	SB	278	45				
"SF" 25+66.65 TO 31+45.00	SB	278	579				
"SF" 21+10.85, 22+61.80	SB					30	2 TYPE IV (L) ARROWS
"SF" 25+06.78, 26+72.47	NB					30	2 TYPE IV (L) ARROWS
"SF" 20+67.62, 23+17.62	SB					30	2 TYPE IV (R) ARROWS
"SF" 17+32.06, 30+79.56						62	2 AHEAD PAVEMENT MARKINGS
"SF" 16+93.09, 31+19.60						64	2 SIGNAL PAVEMENT MARKINGS
"SF" 22+27.31 TO 22+61.12	1					36	YIELD LINE
"SF" 25+17.79 TO 25+48.70	1					33	YIELD LINE

# MIDWEST GUARDRAIL SYSTEM

STATION	SIDE	MGS (METAL POST)	ALTERNATIVE FLARED TERMINAL SYSTEM (AFTS)	END ANCHOR ASSEMBLY (EAA)
		LF	EA	EA
"G" 111+40.16 TO 111+77.66	Rt	37.5	1	1
"G" 111+93.99 TO 112+32.41	Lt	37.5	1	1

# MINOR CONCRETE

STATION	STAN COUNTY VERTICAL CURB	STAN COUNTY DRIVEWAY APPROACH	MEDIAN ISLAND PAVING
	CY	CY	CY
"SF" 22+68.03 TO 23+09.10	3		7
"SF" 24+66.27 TO 25+14.10	4		9
"G" 111+26.17 TO 112+74.40	g		12
"G" 113+03.36 TO 113+23.87	1		1
"G" 118+52.35 TO 118+96.90		6	
"G" 119+65.72 TO 120+09.00		6	

## SHOULDER BACKING

SIDE	SHOULDER BACKING
	LF
Rt	786
Lt	670
Lt	145
Lt	335
Rt	122
Rt	63
Lt	174
Rt	104
Lt	686
Rt	827
Lt	43
Lt	236
Lt	338
Rt	568
	Rt Lt Lt Rt Rt Lt Rt Lt Lt Lt Lt

## ROADWAY QUANTITIES

STATION	HMA (TYPE A)	AB (CLASS II)	FDR
	TON	CY	SQFT
"G" 103+30.00 TO 108+35.00	654	138	
"G" 108+35.00 TO 112+00.00	763		17,887
"G" 112+00.00 TO 113+60.00	428	290	
"G" 113+60.00 TO 115+96.94 "SF" 22+10.17 TO 25+74.48	1279		30,005
"G" 115+96.94 TO 117+00.00	256		6,004
"G" 117+00.00 TO 121+85.00	799	297	
"SF" 15+23.00 TO 22+10.17	1340		31,440
"SF" 25+74.48 TO 31+45.00	939		22,029

# IRRIGATION QUANTITIES

STATION	SIDE	30" C905 PVC PIPE	CONC COLLAR PER TID STD CS102B	PVC E	ELBOW
		LF	EA	90°	130°
"SF" 23+31.88 TO "G" 115+14.86	Rt	121	1		1
"G" 115+14.86 TO 118+27.50	Rt	313		1	
"G" 118+27.50	Rt	10	1		
"G" 109+97.92 TO 112+27.22	Lt	174	2		

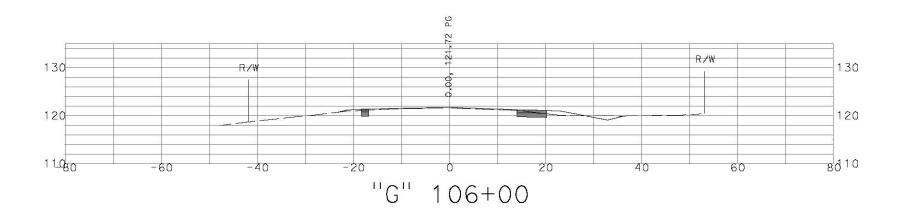


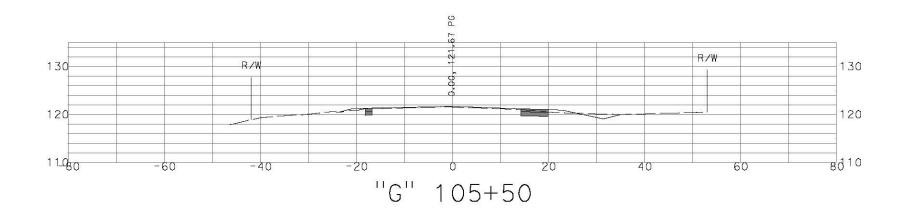
BID SUBMITTAL CALL BEFORE YOU DIG

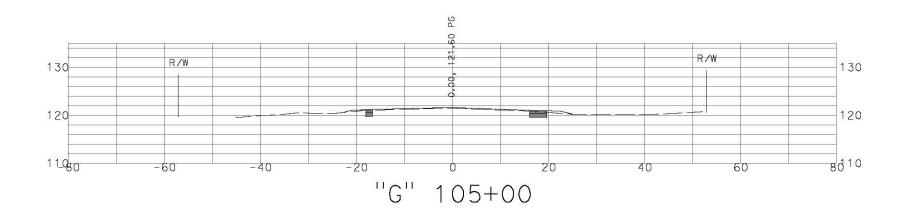


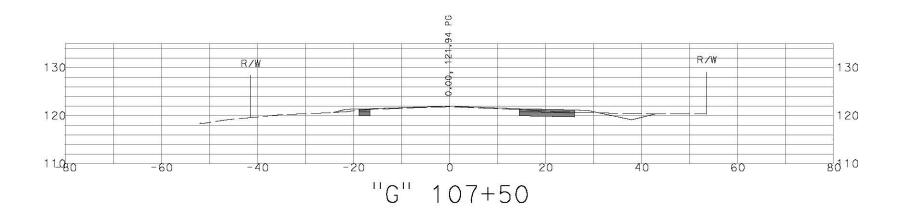


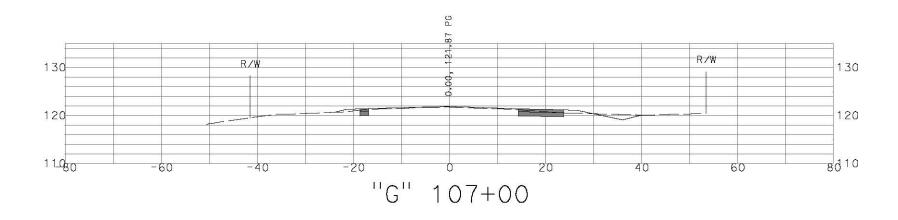
JOB NO FN-15109
DATE 11-13-17
DR BY JAR
CK BY JML
SURVEY
CONST.
SCALE NTS

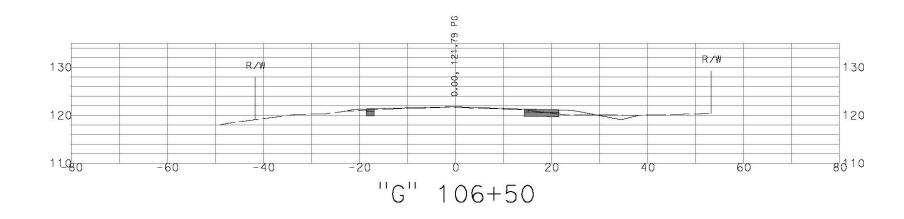


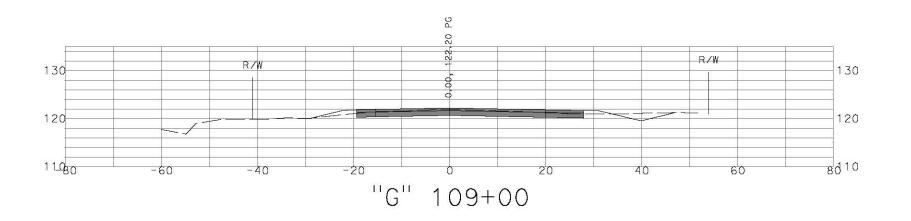


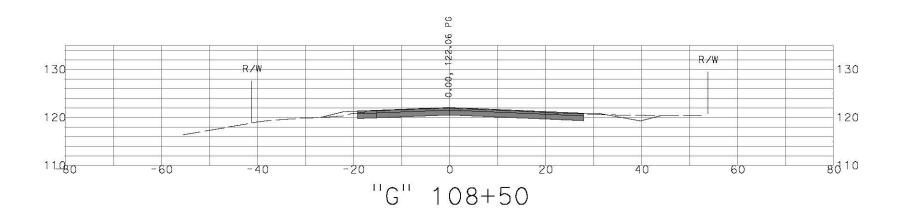


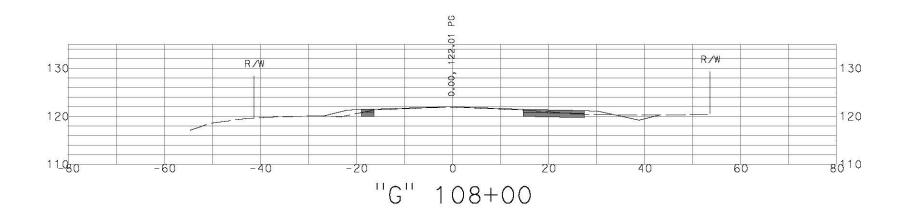


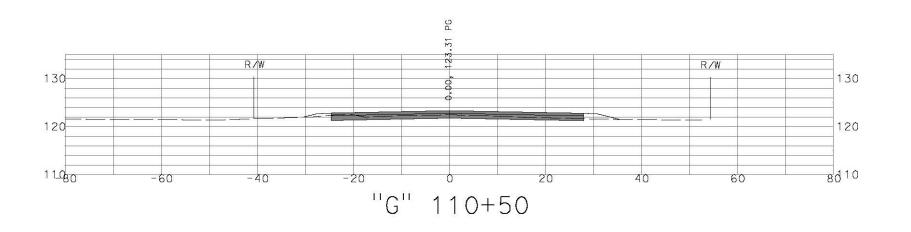


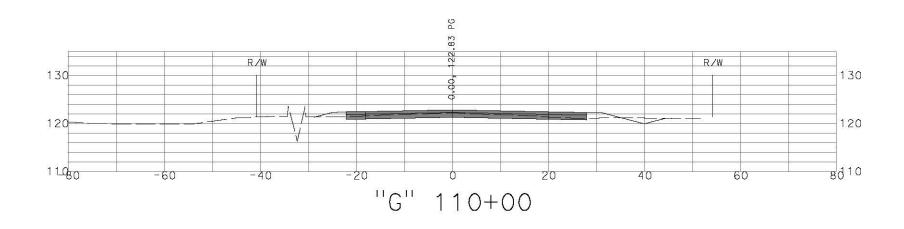


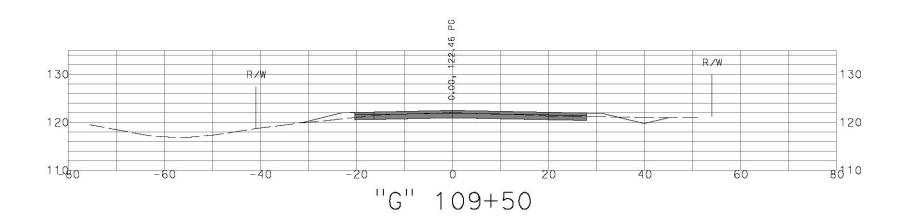


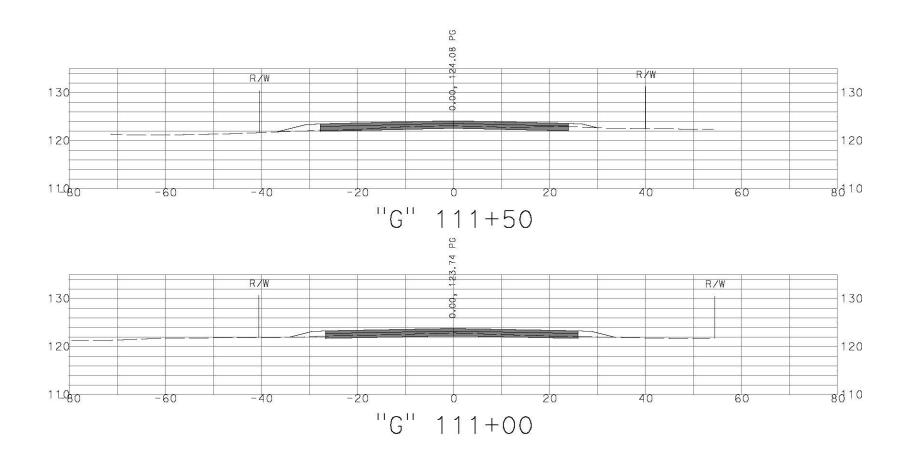


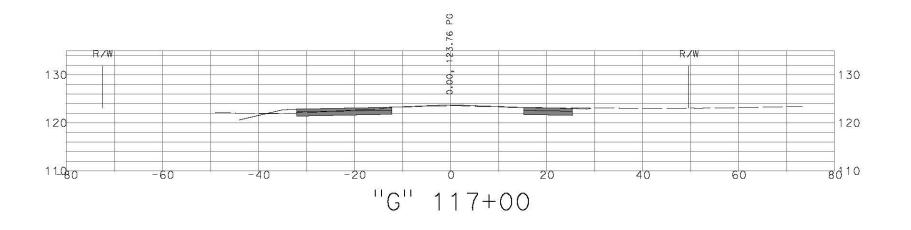


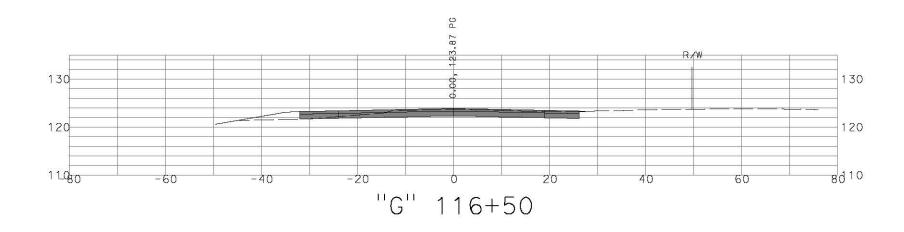


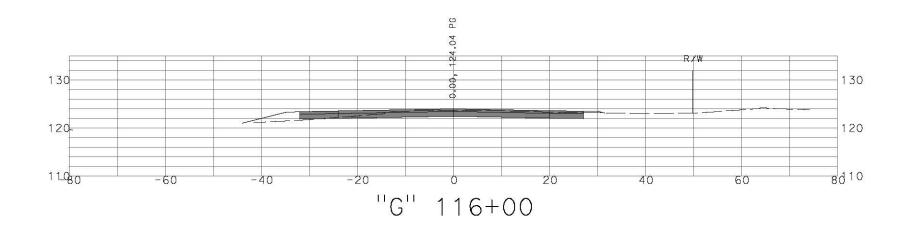


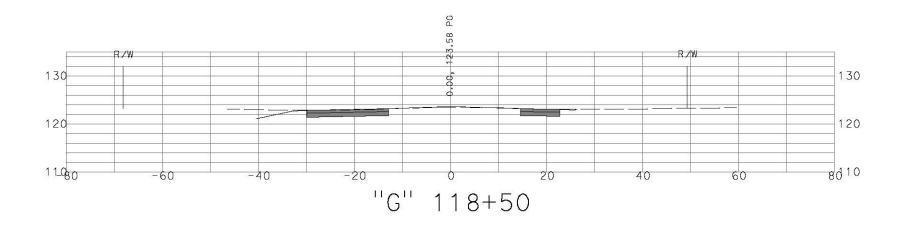


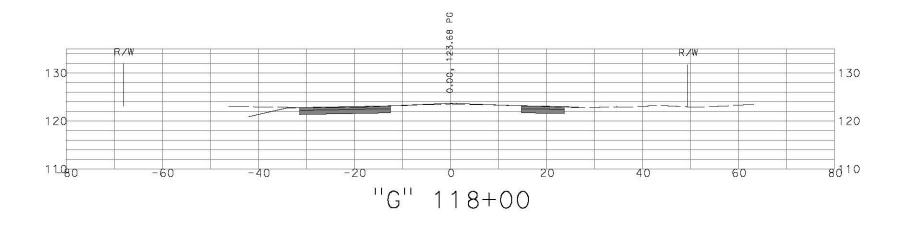


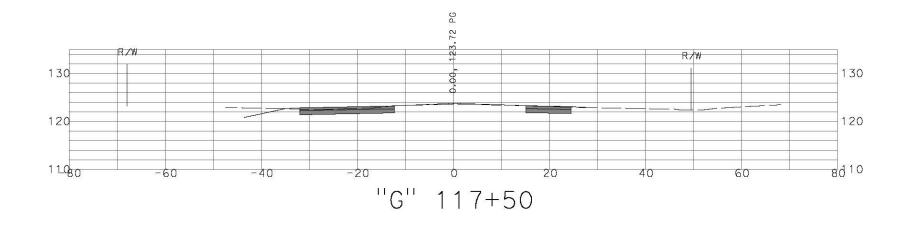


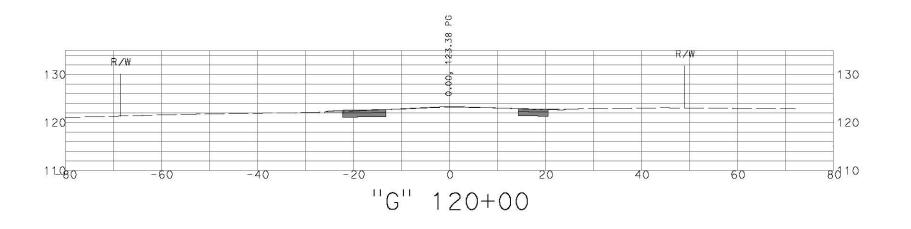


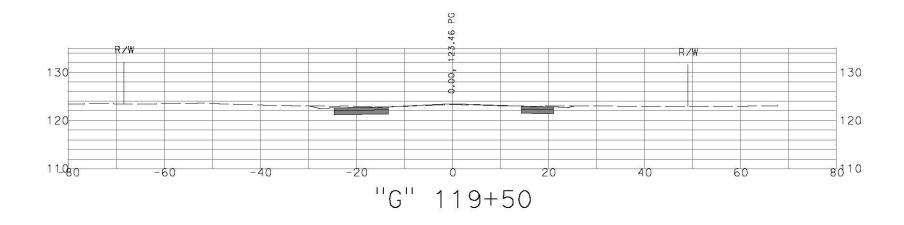


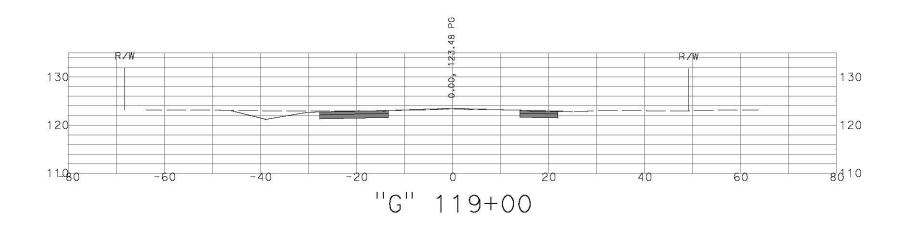


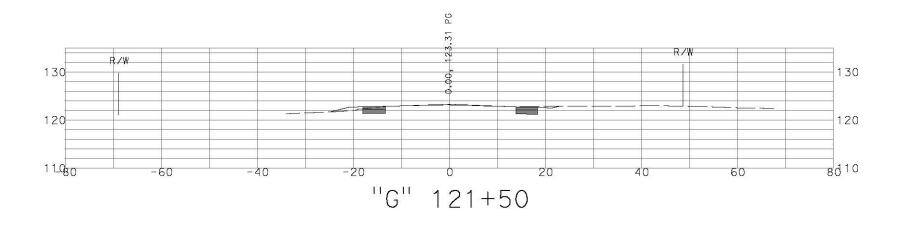


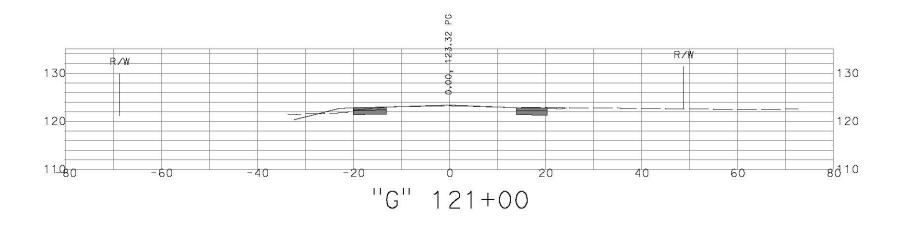


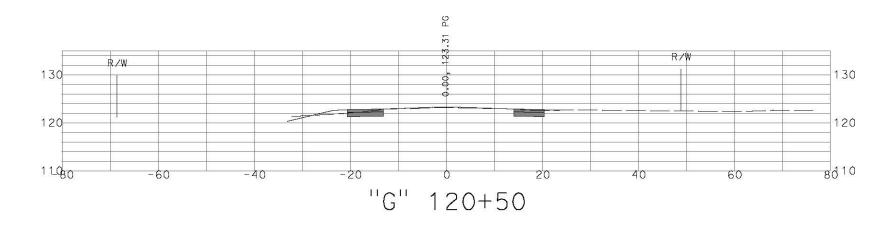


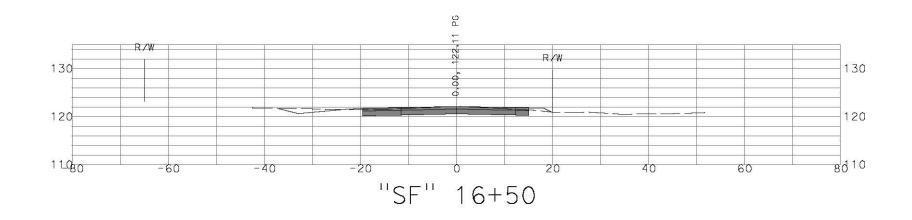


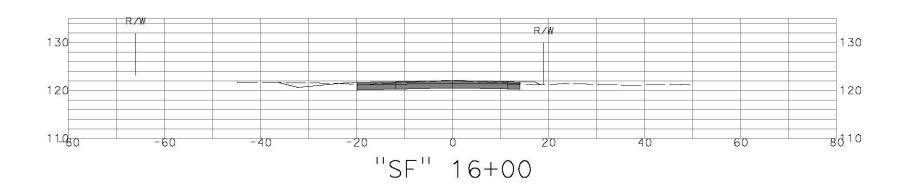


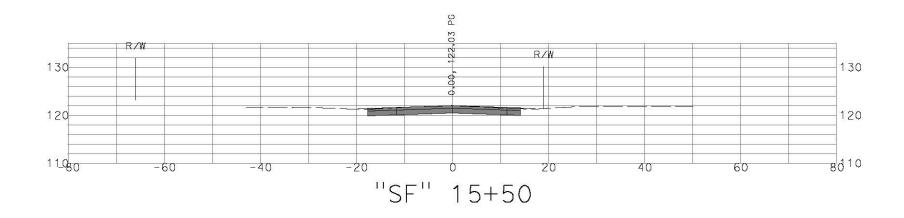


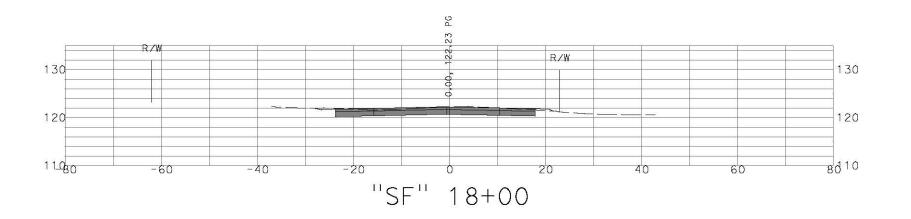


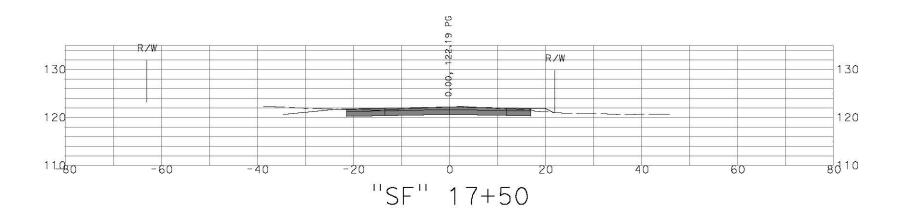


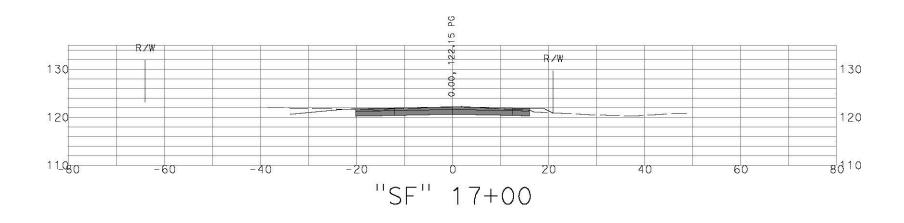


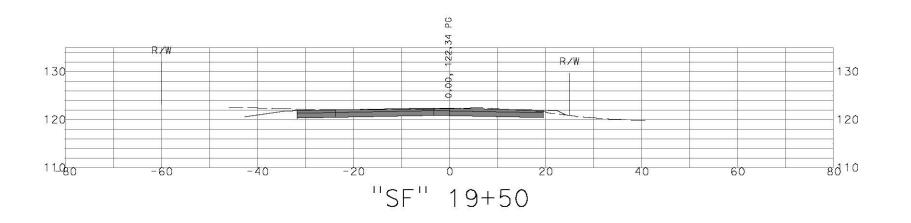


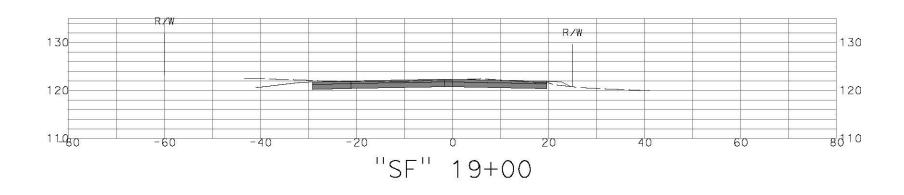


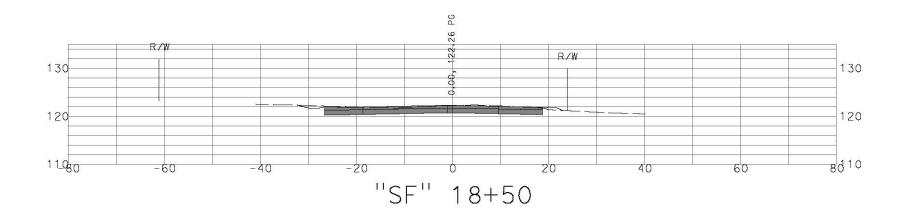


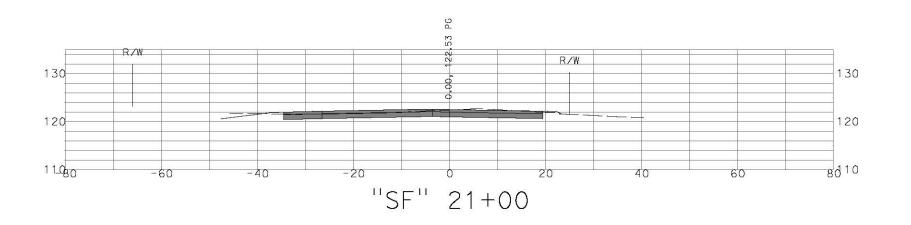


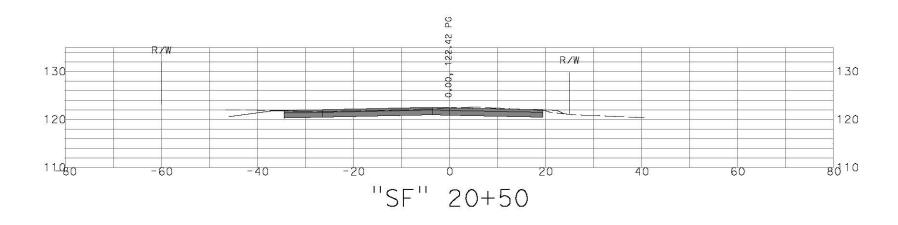


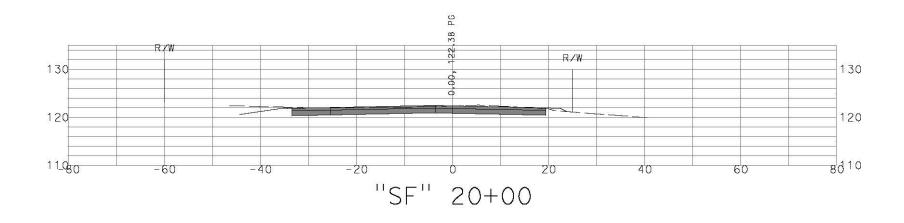


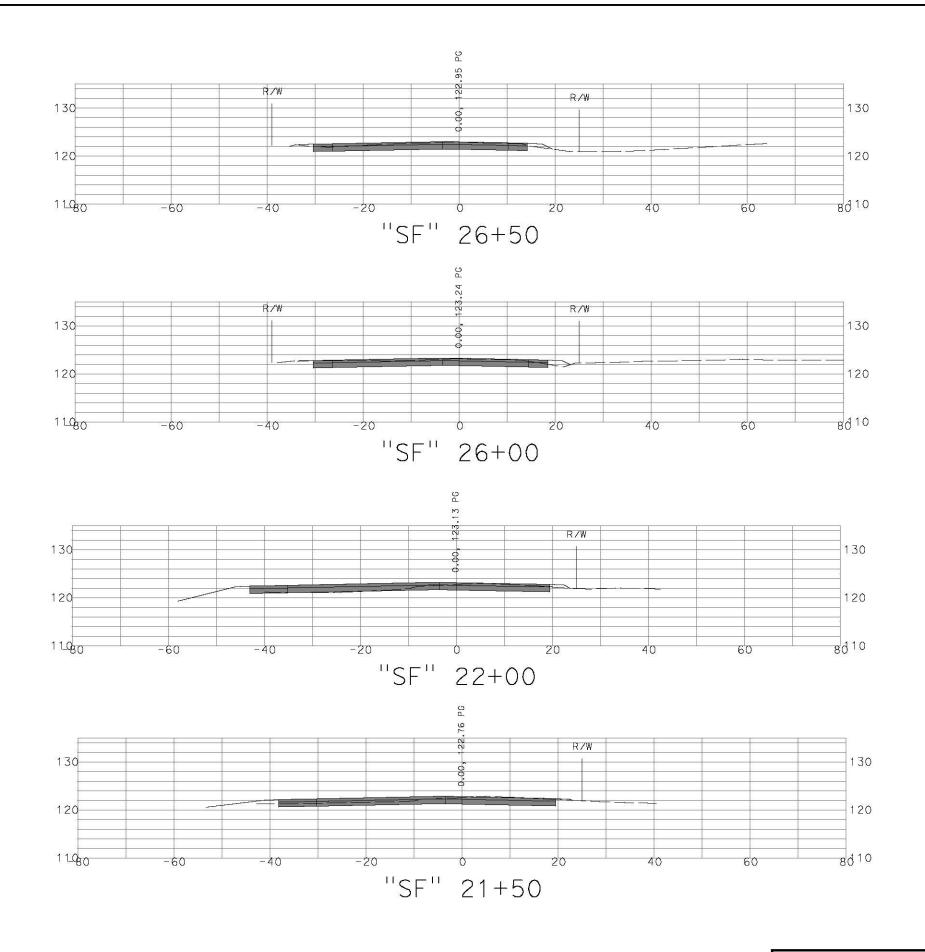


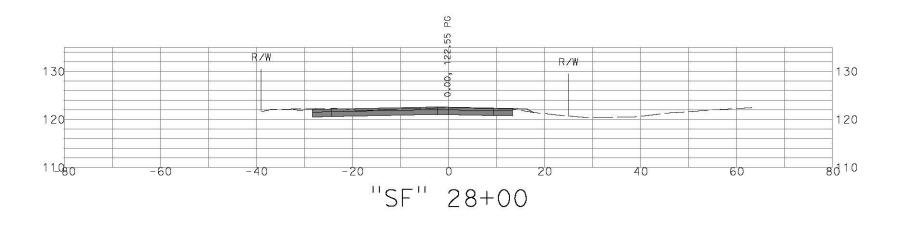


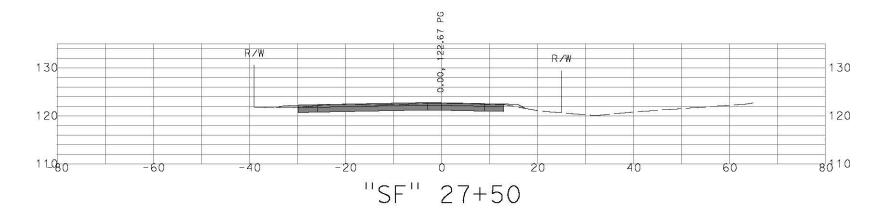


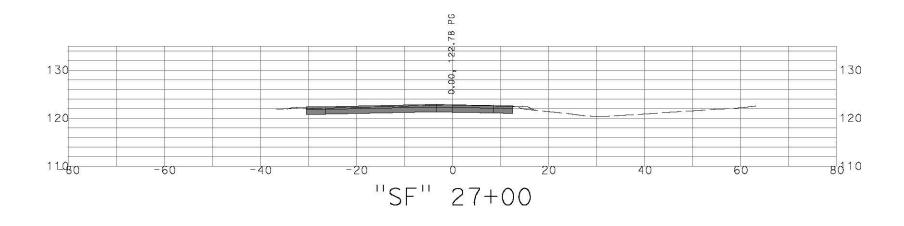


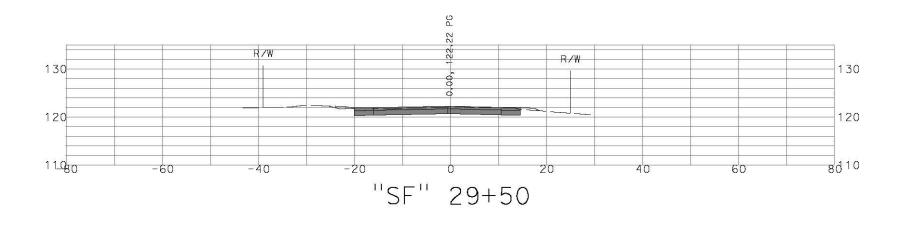


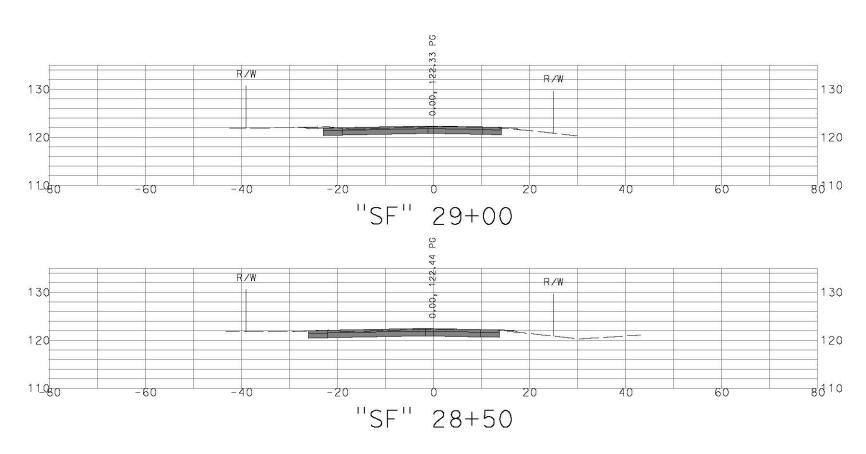


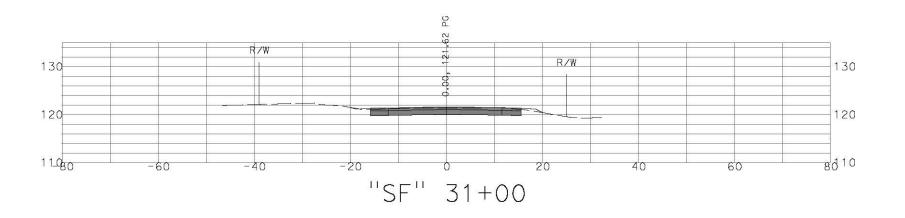


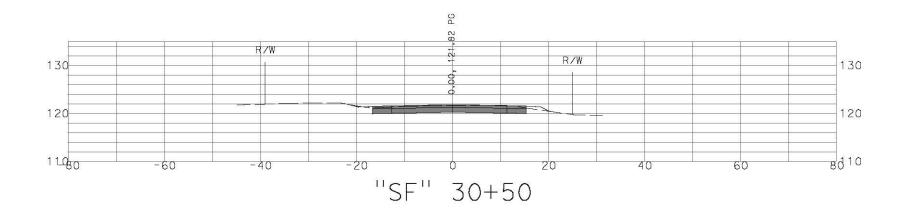


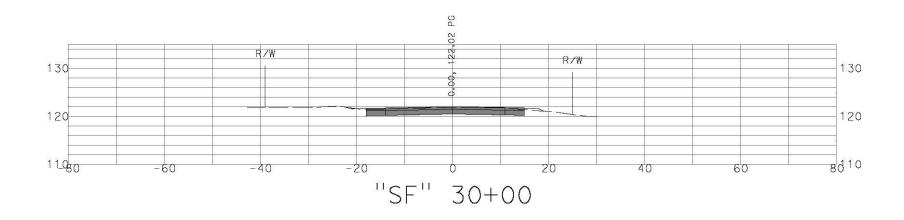












General Decision Number: CA180029 01/26/2018 CA29

Superseded General Decision Number: CA20170029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and

Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification N	Jumber Publication	Date
0	01/05/2018	
1	01/12/2018	
2	01/19/2018	
3	01/26/2018	

ASBE0016-004 01/01/2017

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,

https://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb?v=3 scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) Area 1.....\$ 28.20 8.95 Area 2.....\$ 32.98 8.95 ASBE0016-008 08/01/2017 AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE Rates Fringes Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems) Area 1.....\$ 65.36 23.11 Area 2.....\$ 49.46 BOIL0549-001 10/01/2016 AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES AREA 2: REMAINING COUNTIES Rates Fringes

BOILERMAKER  Area 1	37.91 35.71
BRCA0003-001 02/01/2017	
Rates	Fringes
MARBLE FINISHER\$ 31.17	14.99
BRCA0003-003 02/01/2017	
Rates	Fringes
MARBLE MASON\$ 41.77	26.76
BRCA0003-005 05/01/2017	
Rates	Fringes
BRICKLAYER ( 1) Fresno, Kings, Madera, Mariposa, Merced\$ 38.45 ( 7) San Francisco, San	21.22

2 of 74 Date

Mateo\$ ( 8) Alameda, Contra Costa, San Benito, Santa	42.34	25.83		
Clara\$ ( 9) Calaveras, San Joaquin, Stanislaus,		21.71		
Toulumne\$ (16) Monterey, Santa Cruz\$		20.76 23.49		
BRCA0003-008 09/01/2017				
1	Rates	Fringes		
TERRAZZO FINISHER\$ TERRAZZO WORKER/SETTER\$		16.87 26.36		
BRCA0003-011 04/21/2017				
AREA 1: Alameda, Contra Costa, Mon Francisco, San Mateo, Santa Clara,		ito, San		
AREA 2: Calaveras, San Joaquin, Sta	anislaus, Tuolı	umne		
AREA 3: Fresno, Kings, Madera, Mariposa, Merced				
1	Rates	Fringes		
TILE FINISHER				
Area 1\$		15.45		
Area 2\$ Area 3\$		14.90 14.53		
Tile Layer	24.42	14.55		
Area 1\$	45.80	17.54		
Area 2\$		17.46		
Area 3\$	35.31	16.83		
CARP0022-001 07/01/2017				
San Francisco County				
1	Rates	Fringes		
Carpenters				
Bridge Builder/Highway				
Carpenter\$	46.40	28.71		
Hardwood Floorlayer,				
Shingler, Power Saw				
Operator, Steel Scaffold &				
Steel Shoring Erector, Saw Filer\$	16 EE	28.71		
Journeyman Carpenter\$		28.71		
Millwright\$		30.30		
GDD0034 001 07 /01 /0017				
CARP0034-001 07/01/2017				
1	Rates	Fringes		
Diver				
Assistant Tender, ROV	45 65	21 21		
Tender/Technician\$		31.91 31.91		
Diver standby\$	10.00	31.91		

3 of 74

Diver Tender\$	49.82	31.91
Diver wet\$	95.17	31.91
Manifold Operator (mixed		
gas)\$	54.82	31.91
Manifold Operator (Standby).\$	49.82	31.91

### DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot 101 to 150 ft \$3.00 per foot 151 to 220 ft \$4.00 per foot

### SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

### DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

## WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver	.\$ 46.65	31.91
CARP0035-007 07/01/2017		

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

F	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I\$	25.61	20.42
Installer II\$	22.18	20.42
Lead Installer\$	29.06	20.92
Master Installer\$	33.28	20.92
Area 2		
Installer I\$	22.96	20.42
Installer II\$	20.01	20.42

Lead Installer\$	25.93	20.92
Master Installer\$	29.56	20.92
Area 3		
Installer I\$	22.01	20.42
Installer II\$	19.24	20.42
Lead Installer\$	24.81	20.92
Master Installer\$	31.83	20.92

CARP0035-008 08/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	I	Rates	Fringes
Area 2 Area 3	\$ \$	40.52 41.02	29.15 29.15 29.15
	\$	39.67	29.15
Drywall Stocke			
	\$		16.88
Area 2	\$	20.26	16.88
Area 3	\$	20.51	16.88
Area 4	\$	19.84	16.88

CARP0152-001 07/01/2017

Contra Costa County

F	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	46.40	28.71
Steel Shoring Erector, Saw		
Filer\$	46.55	28.71
Journeyman Carpenter\$	46.40	28.71
Millwright\$	46.50	28.71

CARP0152-002 07/01/2017

San Joaquin County

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw	\$ 46.40	28.71

Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	40.52	28.71 28.71 30.30
Calaveras, Mariposa, Merced, Stanis	slaus and Tuolu	umne Counties
-		
I	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$	46 40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	10.10	20.71
Steel Shoring Erector, Saw Filer\$	39.32	28.71
Journeyman Carpenter\$	39.17	28.71
Millwright\$	41.67	30.30
CARP0217-001 07/01/2017		
San Mateo County		
I	Rates	Fringes
Carpenters		
Bridge Builder/Highway	46.40	00 51
Carpenter\$  Hardwood Floorlayer,	46.40	28.71
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw	46 55	00 71
Filer\$  Journeyman Carpenter\$		28.71 28.71
Millwright\$		30.30
CARP0405-001 07/01/2017		
Santa Clara County		
I	Rates	Fringes
Carpenters		
Bridge Builder/Highway	4.5.40	00 81
Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw	46.40	28.71
Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer\$	46.55	28.71
Journeyman Carpenter\$	46.40	28.71
Millwright\$		30.30
CARP0405-002 07/01/2017		

San Benito County

6 of 74 Date

Fringes

Rates

Carpenters		
Bridge Builder/Highway Carpenter	<b>ጎ 46 4</b> 0	28.71
Hardwood Floorlayer,	., 10.10	20.71
Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	.\$ 40.58	28.71
Journeyman Carpenter		28.71
Millwright		30.30
CARP0505-001 07/01/2017		
Santa Cruz County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	.\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer		28.71
Journeyman Carpenter Millwright		28.71 30.30
MIIIWIIGHC	., 43.02	30.30
CARP0605-001 07/01/2017		
Monterey County		
Monterey County		
Monterey County	Rates	Fringes
	Rates	Fringes
Monterey County  Carpenters Bridge Builder/Highway	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter		Fringes 28.71
Carpenters  Bridge Builder/Highway  Carpenter		-
Carpenters  Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw		-
Carpenters  Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		-
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67	-
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52	28.71 28.71 28.71
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71 30.30
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71 30.30
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71 30.30
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71 30.30 Fringes
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71 30.30 Fringes
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40 .\$ 40.67 .\$ 40.52 .\$ 43.02	28.71 28.71 28.71 30.30 Fringes
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40  .\$ 40.67 .\$ 40.52 .\$ 43.02  Rates  .\$ 46.40	28.71 28.71 28.71 30.30 Fringes
Carpenters  Bridge Builder/Highway Carpenter	.\$ 46.40  .\$ 40.67 .\$ 40.52 .\$ 43.02  Rates  .\$ 46.40	28.71 28.71 28.71 30.30 Fringes

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#### CARP0713-001 07/01/2017

# Alameda County

	Rates	Fringes
Carpenters  Bridge Builder/Highway  Carpenter	\$ 46.40	28.71
Steel Shoring Erector, Saw Filer	46.40	28.71 28.71 30.30

CARP1109-001 07/01/2017

#### Kings County

F	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	46.40	28.71
Steel Shoring Erector, Saw Filer\$ Journeyman Carpenter\$ Millwright\$	39.17	28.71 28.71 30.30

ELEC0006-004 12/01/2016

# SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 35.57	3%+18.05
Technician	\$ 40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0006-007 06/01/2017

SAN FRANCISCO COUNTY

ELECTRICIAN.....\$ 66.00 3%+43.40

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ELEC0100-002 09/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 37.00	21.91
TI EGO100 00F 12/01/2016		

ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

I	Rates	Fringes
Communications System		
Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

#### SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
  Background foreground music, Intercom and telephone
  interconnect systems, Telephone systems Nurse call systems,
  Radio page systems, School intercom and sound systems,
  Burglar alarm systems, Low voltage, master clock systems,
  Multi-media/multiplex systems, Sound and musical
  entertainment systems, RF systems, Antennas and Wave Guide,
- B. FIRE ALARM SYSTEMS Installation, wire pulling and testing
  - C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV
  - D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

- 1. The project involves new or major remodel building trades construction.
- 2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 12/25/2017

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	\$ 44.65	24.44
Zone B	\$ 49.67	25.47

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2016

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 35.07	18.60
Technician	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0302-001 02/27/2017

CONTRA COSTA COUNTY

Rates	Fringes
CABLE SPLICER\$ 54.92 ELECTRICIAN\$ 48.51	26.75 26.56

ELEC0302-003 12/01/2016

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 35.07	18.05
Technician	\$ 39.93	18.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 05/29/2017

SANTA CLARA COUNTY

Rates Fringes

CABLE SPLICER\$	69.60	34.318
ELECTRICIAN\$	60.52	34.046

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0332-003 12/01/2017

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 35.07	18.602
Technician	\$ 43.29	18.84

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-001 06/01/2017

ALAMEDA COUNTY

1	Rates	Fringes
CABLE SPLICER\$ ELECTRICIAN\$		3%+34.10 3%+34.10

ELEC0595-002 06/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

CABLE SPLICER\$	41.40	3%+28.83
ELECTRICIAN		
(1) Tunnel work\$	38.86	3%+28.83
(2) All other work\$	36.00	3%+28.83

ELEC0595-006 12/01/2016

ALAMEDA COUNTY

I	Rates	Fringes
Sound & Communications		
Installer\$	35.07	3%+17.86
Technician\$	39.93	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

1	Rates	Fringes
Communications System		
Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2017

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	.\$ 57.00	33.59
ELEC0617-003 12/01/2017		

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 38.02	19.27
Technician	\$ 43.72	19.27

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 12/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 37.00	3%+21.33
CABLE SPLICER = 110% of Journeyr	man Electrician	

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ELEC0684-004 12/01/2016

14 of 74 Date

# MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

F	Rates	Fringes
Communications System		
Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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# ELEC1245-001 06/01/2017

	Rates	Fringes	
LINE CONSTRUCTION  (1) Lineman; Cable splicer  (2) Equipment specialist  (operates crawler  tractors, commercial motor  vehicles, backhoes,  trenchers, cranes (50 tons  and below), overhead &  underground distribution  line equipment)	\$ 44.32 \$ 33.89	16.62 3%+17.65 3%+17.65 3%+17.65	
HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day			

ELEV0008-001 01/01/2018

		Rates	Fringes
ELEVATOR	MECHANIC	\$ 65.45	32.645

# FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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# ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	\$ 44.77	31.25
(2) Dredge Dozer; Heavy	+ 22 21	21 05
duty repairman	\$ 39.81	31.25
(3) Booster Pump		
Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch	å 20 60	31.25
Operator	\$ 30.09	31.25
Fireman; Leveehand; Oiler	\$ 35.39	31.25
AREA 2:	,	
(1) Leverman	\$ 46.77	31.25
(2) Dredge Dozer; Heavy		
duty repairman	\$ 41.81	31.25
(3) Booster Pump		
Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator	\$ 40.69	31.25
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler	\$ 37.39	31.25

# AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

# ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

# CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

# COLUSA COUNTY:

Area 1: Eastern part Area 2: Remainder

# ELDORADO COUNTY:

Area 1: North Central part

# Area 2: Remainder

# FRESNO COUNTY:

Area 1: Remainder Area 2: Eastern part

# GLENN COUNTY:

Area 1: Eastern part Area 2: Remainder

# LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County Area 2: Remainder

# MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

#### MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

#### MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

# NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County Area 2: Remainder

#### PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

# PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

# SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

# SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

# SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

# SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

# TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

Counties

Area 2: Remainder

# TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

# TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1	3 44.67	30.39
GROUP 2	3 43.14	30.39
GROUP 3		30.39
GROUP 4	3 40.28	30.39
GROUP 5	39.01	30.39
GROUP 6		30.39
GROUP 7	36.55	30.39
GROUP 8	35.41	30.39
GROUP 8-A	33.20	30.39
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes	46.30	30.39
Oiler	36.63	30.39
Truck crane oiler	39.20	30.39
GROUP 2		
Cranes		30.39
Oiler		30.39
Truck crane oiler	38.98	30.39
GROUP 3		
Cranes		30.39
Hydraulic		30.39
Oiler		30.39
Truck Crane Oiler	38.71	30.39
GROUP 4		
Cranes	39.01	30.39
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1	. 45 00	20.20
Lifting devices		30.39
Oiler		30.39
Truck crane oiler	39.20	30.39
GROUP 2	. 44 07	20 20
Lifting devices		30.39 30.39
Truck Crane Oiler		30.39
GROUP 3	, 50.90	30.39
Lifting devices	: 42 39	30.39
HILCHING GCVICCO	, 14.57	50.57

Lifting devices. \$ 40.62 30.39 GROUP 5 Lifting devices. \$ 39.32 30.39 GROUP 6 Lifting devices. \$ 37.98 30.39 OPERATOR: Power Equipment (Steel Erection - AREA 1:) GROUP 1 Cranes. \$ 46.30 30.39 Oiler. \$ 36.63 30.39 Truck Crane Oiler. \$ 39.20 30.39 GROUP 2 Cranes. \$ 43.79 30.39 Oiler. \$ 36.36 30.39 Truck Crane Oiler. \$ 38.98 30.39 GROUP 3 Cranes. \$ 42.05 30.39 GROUP 3 Cranes. \$ 42.05 30.39 Hydraulic. \$ 38.32 30.39 GROUP 3 Cranes. \$ 36.14 30.39 Oiler. \$ 36.14 30.39 GROUP 5 Cranes. \$ 39.01 30.39 GROUP 4 Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 35.13 30.39 GROUP 5 Cranes. \$ 35.13 30.39 GROUP 5 Cranes. \$ 35.13 30.39 GROUP 5 Granes. \$ 35.13 30.39 GROUP 5 Granes. \$ 35.13 30.39 GROUP 5 Granes. \$ 35.13 30.39 GROUP 1-A. \$ 43.24 30.39 GROUP 1-A. \$ 38.18 30.39 GROUP 1-A. \$ 39.51 30.39 GROUP 1-A. \$ 39.51 30.39 GROUP 1-A. \$ 30.39 GROUP 1	Oiler\$ Truck Crane Oiler\$		30.39 30.39
Lifting devices	<del>-</del>	40.62	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)	Lifting devices\$	39.32	30.39
(Steel Erection - AREA 1:) GROUP 1 Cranes. \$ 46.30 30.39 Oiler. \$ 36.63 30.39 Truck Crane Oiler. \$ 39.20 30.39 GROUP 2 Cranes. \$ 43.79 30.39 Oiler. \$ 36.36 30.39 Truck Crane Oiler. \$ 36.36 30.39 Truck Crane Oiler. \$ 38.98 30.39 GROUP 3 Cranes. \$ 42.05 30.39 Hydraulic. \$ 38.32 30.39 Hydraulic. \$ 38.32 30.39 Oiler. \$ 36.14 30.39 Truck Crane Oiler. \$ 36.14 30.39 GROUP 4 Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 35.13 30.39 OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1. \$ 40.77 30.39 GROUP 2. \$ 39.51 30.39 GROUP 2. \$ 39.51 30.39 GROUP 3. \$ 43.24 30.39 GROUP 2. \$ 39.51 30.39 GROUP 3. \$ 36.18 30.39 GROUP 4. \$ 37.04 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39		37.98	30.39
Cranes       \$ 46.30       30.39         Oiler       \$ 36.63       30.39         Truck Crane Oiler       \$ 39.20       30.39         GROUP 2       30.39       30.39         Cranes       \$ 43.79       30.39         Oiler       \$ 36.36       30.39         Truck Crane Oiler       \$ 38.98       30.39         GROUP 3       30.39       30.39         Cranes       \$ 42.05       30.39         Hydraulic       \$ 38.32       30.39         Oiler       \$ 36.14       30.39         GROUP 4       30.39       30.39         GROUP 5       39.01       30.39         GROUP 5       39.01       30.39         OPERATOR: Power Equipment       40.77       30.39         GROUP 1       \$ 40.77       30.39         GROUP 1       \$ 43.24       30.39         GROUP 2       \$ 39.51       30.39         GROUP 3       \$ 38.18       30.39         GROUP 4       \$ 37.04       30.39         GROUP 5       \$ 35.90       30.39         UNDERGROUND:       \$ 40.67       30.39         GROUP 1       \$ 40.67       30.39         GROUP 1-A <td></td> <td></td> <td></td>			
Oiler			
Truck Crane Oiler. \$ 39.20 30.39 GROUP 2 Cranes. \$ 43.79 30.39 Oiler. \$ 36.36 30.39 Truck Crane Oiler. \$ 38.98 30.39 GROUP 3 Cranes. \$ 42.05 30.39 Hydraulic. \$ 38.32 30.39 Oiler. \$ 36.14 30.39 Oiler. \$ 36.14 30.39 GROUP 4 Cranes \$ 36.14 30.39 GROUP 5 Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 35.13 30.39 GROUP 5 Cranes. \$ 35.13 30.39 GROUP 1-A. \$ 40.77 30.39 GROUP 1-A. \$ 43.24 30.39 GROUP 1-A. \$ 43.24 30.39 GROUP 1-A. \$ 43.24 30.39 GROUP 3. \$ 39.51 30.39 GROUP 3. \$ 39.51 30.39 GROUP 3. \$ 39.51 30.39 GROUP 4. \$ 37.04 30.39 GROUP 4. \$ 37.04 30.39 GROUP 5. \$ 39.51 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39 GROUP 1. \$ 37.04 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39 GROUP 1-A. \$ 43.14 30.39	·		
GROUP 2 Cranes			
Cranes		39.20	30.39
Oiler			
Truck Crane Oiler. \$ 38.98 30.39  GROUP 3  Cranes. \$ 42.05 30.39  Hydraulic. \$ 38.32 30.39  Oiler. \$ 36.14 30.39  Truck Crane Oiler. \$ 38.71 30.39  GROUP 4  Cranes. \$ 39.01 30.39  GROUP 5  Cranes. \$ 35.13 30.39  OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)  SHAFTS, STOPES, RAISES:  GROUP 1-A. \$ 40.77 30.39  GROUP 2. \$ 39.51 30.39  GROUP 2. \$ 39.51 30.39  GROUP 3. \$ 38.18 30.39  GROUP 4. \$ 37.04 30.39  GROUP 5. \$ 35.90 30.39  UNDERGROUND:  GROUP 1-A. \$ 40.67 30.39  GROUP 1. \$ 40.67 30.39  GROUP 1. \$ 40.67 30.39  GROUP 1. \$ 40.67 30.39  GROUP 1-A. \$ 43.14 30.39	Cranes\$	43.79	30.39
GROUP 3 Cranes	Oiler\$	36.36	30.39
Cranes.       \$ 42.05       30.39         Hydraulic.       \$ 38.32       30.39         Oiler.       \$ 36.14       30.39         Truck Crane Oiler.       \$ 38.71       30.39         GROUP 4       30.39       30.39         GROUP 5       30.39       30.39         Cranes.       \$ 35.13       30.39         OPERATOR:       Power Equipment       (Tunnel and Underground Work       - AREA 1:)         SHAFTS,       STOPES,       RAISES:       GROUP 1.       \$ 40.77       30.39         GROUP 1-A       \$ 43.24       30.39       39.51       30.39         GROUP 3       \$ 38.18       30.39       39.51       30.39         GROUP 4       \$ 37.04       30.39       30.39         UNDERGROUND:       \$ 35.90       30.39         UNDERGROUND:       \$ 40.67       30.39         GROUP 1-A       \$ 40.67       30.39         GROUP 1-A       \$ 40.67       30.39	Truck Crane Oiler\$	38.98	30.39
Hydraulic. \$ 38.32 30.39 Oiler. \$ 36.14 30.39 Truck Crane Oiler. \$ 38.71 30.39 GROUP 4 Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 35.13 30.39 OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1. \$ 40.77 30.39 GROUP 1-A. \$ 43.24 30.39 GROUP 2. \$ 39.51 30.39 GROUP 2. \$ 39.51 30.39 GROUP 3. \$ 38.18 30.39 GROUP 4. \$ 37.04 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39	GROUP 3		
Oiler	Cranes\$	42.05	30.39
Truck Crane Oiler \$ 38.71 30.39 GROUP 4 Cranes \$ 39.01 30.39 GROUP 5 Cranes \$ 35.13 30.39  OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1 \$ 40.77 30.39 GROUP 1-A . \$ 43.24 30.39 GROUP 2 \$ 39.51 30.39 GROUP 3 \$ 38.18 30.39 GROUP 3 \$ 38.18 30.39 GROUP 4 \$ 37.04 30.39 GROUP 5 \$ 37.04 30.39 GROUP 5 \$ 37.04 30.39 UNDERGROUND: GROUP 1 \$ 40.67 30.39 GROUP 1 \$ 40.67 30.39 GROUP 1-A . \$ 43.14 30.39	Hydraulic\$	38.32	30.39
GROUP 4 Cranes	Oiler\$	36.14	30.39
Cranes. \$ 39.01 30.39 GROUP 5 Cranes. \$ 35.13 30.39  OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1. \$ 40.77 30.39 GROUP 1-A. \$ 43.24 30.39 GROUP 2. \$ 39.51 30.39 GROUP 3. \$ 38.18 30.39 GROUP 4. \$ 37.04 30.39 GROUP 5. \$ 37.04 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39 GROUP 1. \$ 40.67 30.39 GROUP 1-A. \$ 43.14 30.39	Truck Crane Oiler\$	38.71	30.39
GROUP 5	GROUP 4		
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1	GROUP 5		30.39
(Tunnel and Underground Work - AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1	Cranes\$	35.13	30.39
- AREA 1:) SHAFTS, STOPES, RAISES: GROUP 1. \$40.77 30.39 GROUP 1-A \$43.24 30.39 GROUP 2. \$39.51 30.39 GROUP 3. \$38.18 30.39 GROUP 4. \$37.04 30.39 GROUP 5. \$35.90 30.39 UNDERGROUND: GROUP 1. \$40.67 30.39 GROUP 1-A \$43.14 30.39			
SHAFTS, STOPES, RAISES:  GROUP 1	(Tunnel and Underground Work		
GROUP 1 \$ 40.77 30.39 GROUP 1-A \$ 43.24 30.39 GROUP 2 \$ 39.51 30.39 GROUP 3 \$ 38.18 30.39 GROUP 4 \$ 37.04 30.39 GROUP 5 \$ 35.90 30.39 UNDERGROUND: GROUP 1 \$ 40.67 30.39 GROUP 1-A \$ 43.14 30.39			
GROUP 1-A. \$ 43.24 30.39 GROUP 2. \$ 39.51 30.39 GROUP 3. \$ 38.18 30.39 GROUP 4. \$ 37.04 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39 GROUP 1-A. \$ 43.14 30.39	SHAFTS, STOPES, RAISES:		
GROUP 2. \$ 39.51 30.39 GROUP 3. \$ 38.18 30.39 GROUP 4. \$ 37.04 30.39 GROUP 5. \$ 35.90 30.39 UNDERGROUND: GROUP 1. \$ 40.67 30.39 GROUP 1-A \$ 43.14 30.39	GROUP 1\$	40.77	30.39
GROUP 3 \$ 38.18 30.39 GROUP 4 \$ 37.04 30.39 GROUP 5 \$ 35.90 30.39 UNDERGROUND: GROUP 1 \$ 40.67 30.39 GROUP 1-A \$ 43.14 30.39	GROUP 1-A\$	43.24	30.39
GROUP 4\$ 37.04 30.39 GROUP 5\$ 35.90 30.39 UNDERGROUND: GROUP 1\$ 40.67 30.39 GROUP 1-A\$ 43.14 30.39	GROUP 2\$	39.51	30.39
GROUP 5\$ 35.90 30.39 UNDERGROUND: GROUP 1\$ 40.67 30.39 GROUP 1-A\$ 43.14 30.39	GROUP 3\$	38.18	30.39
UNDERGROUND:  GROUP 1\$ 40.67 30.39  GROUP 1-A\$ 43.14 30.39	GROUP 4\$	37.04	30.39
GROUP 1\$ 40.67 30.39 GROUP 1-A\$ 43.14 30.39	GROUP 5\$	35.90	30.39
GROUP 1-A\$ 43.14 30.39	UNDERGROUND:		
$\cdot$	GROUP 1\$	40.67	30.39
GDOTTD 0	GROUP 1-A\$	43.14	30.39
GROUP 2\$ 39.41 30.39	GROUP 2\$	39.41	30.39
GROUP 3\$ 38.08 30.39	GROUP 3\$	38.08	30.39
GROUP 4\$ 36.94 30.39	GROUP 4\$	36.94	30.39
GROUP 5\$ 35.80 30.39	GROUP 5\$	35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

# POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination

backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with

attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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# ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

21 of 74 Date

- GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;
- GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) under 15 tons;

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#### **PILEDRIVERS**

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

- GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig
- GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under
- GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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# STEEL ERECTORS

- GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons
- GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane
- GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under
- GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

22 of 74

Date

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

- GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator
- GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete qun; Power jumbo operator
- GROUP 3: Drill doctor; Mine or shaft hoist
  - GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman
  - GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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#### AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

# AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

# ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

# CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

# COLUSA COUNTY:

Area 1: Eastern part Area 2: Remainder

# DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

# ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

# FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

# GLENN COUNTY:

Area 1: Eastern part

# Area 2: Remainder

# HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

# LAKE COUNTY:

Area 1: Southern part Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

# MADERA COUNTY

Area 1: Remainder Area 2: Eastern part

# MARIPOSA COUNTY

Area 1: Remainder Area 2: Eastern part

#### MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

# MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

# NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County Area 2: Remainder

# PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

# PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

# SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

# SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

# SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

# SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

# TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity

Counties

Area 2: Remainder

# TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County

Area 2: Remainder

# TULARE COUNTY;

Area 1: Remainder Area 2: Eastern part

#### TUOLUMNE COUNTY:

Area 1: Remainder Area 2: Eastern Part

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ENGI0003-019 07/26/2017

# SEE AREA DESCRIPTIONS BELOW

	I	Rates	Fringes
OPERATOR:	Power Equipment		
(LANDSCAPE	WORK ONLY)		
GROUP	1		
AREA	1\$	34.05	28.73
AREA	2\$	36.05	28.73
GROUP	2		
AREA	1\$	30.45	28.73
AREA	2\$	32.45	28.73
GROUP	3		
AREA	1\$	25.84	28.73
AREA	2\$	27.84	28.73

#### GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

#### AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

# THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

#### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

# COLUSA COUNTY:

Area 1: Eastern part Area 2: Remainder

# DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

# FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

# GLENN COUNTY:

Area 1: Eastern part Area 2: Remainder

#### **HUMBOLDT COUNTY:**

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

# LAKE COUNTY:

Area 1: Southern part Area 2: Remainder

# LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

# MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

# MARIPOSA COUNTY

Area 1: Remainder Area 2: Eastern part

# MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

# MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity

Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder Area 2: Eastern Part

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Rates

Fringes

IRON0377-002 01/01/2017

Ironworkers:		
Fence Erector\$	29.58	21.59
Ornamental, Reinforcing		
and Structural\$	36.00	30.15

# PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 12/01/2017

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	.\$ 23.00	11.31
LABORER (Lead Removal)		
Area A	.\$ 30.70	22.17
Area B	.\$ 29.70	22.17

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0073-002 06/26/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		
CLOSURE)		
Escort Driver, Flag Person\$	28.54	22.17
Traffic Control Person I\$	28.84	22.17
Traffic Control Person II\$	26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0073-003 07/01/2017

SAN JOAQUIN COUNTY

Rates	Fringes

LABORER

Mason Tender-Brick.....\$ 30.45 21.04

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LABO0073-005 06/26/2017

	I	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	36.60	21.72
GROUP	2\$	36.37	21.72
GROUP	3\$	36.12	21.72
GROUP	4\$	35.67	21.72
GROUP	5\$	35.13	21.72
Shotc	rete Specialist\$	37.12	21.72

# TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-007 06/27/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	inges
LABORER (CONSTRUCTION CRAFT LABORERS)  Construction Specialist	
Group\$ 29.49	22.38

GROUP 1-a\$	29.01	22.38
GROUP 1-c\$		22.38
GROUP 1-e\$		22.38
GROUP 1-f\$	29.37	22.38
GROUP 2\$	28.64	22.38
GROUP 3\$	28.54	22.38
GROUP 4\$	22.23	22.38
See groups 1-b and 1-d under laborate	orer classification	ons.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS)		
,		
(1) New Construction\$	28.54	22.31
(2) Establishment Warranty		
Period\$	22.23	22.31
LABORER (GUNITE)		
GROUP 1\$	29.75	22.31
GROUP 2\$	29.25	22.31
GROUP 3\$		22.31
GROUP 4\$	28.54	22.31
LABORER (WRECKING)		
GROUP 1\$	28.79	22.31
GROUP 2\$	28.64	22.31
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#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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# WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-009 07/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

32 of 74 Date

LABORER (Plaster Tender)......\$ 31.02 22.5

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-003 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

I	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		
CLOSURE)		
Escort Driver, Flag Person\$	29.54	22.17
Traffic Control Person I\$	29.84	22.17
Traffic Control Person II\$	27.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

		Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	36.60	21.72
GROUP	2\$	36.37	21.72
GROUP	3\$	36.12	21.72
GROUP	4\$	35.67	21.72
GROUP	5\$	35.13	21.72
Shotc	rete Specialist\$	37.12	21.72

# TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-009 06/26/2017

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	\$ 30.49	22.38
GROUP 1	\$ 29.79	22.38
GROUP 1-a	\$ 30.01	22.38
GROUP 1-c	\$ 29.84	22.38
GROUP 1-e	\$ 30.34	22.38
GROUP 1-f	\$ 30.37	22.38
GROUP 2	\$ 29.64	22.38
GROUP 3	\$ 29.54	22.38
GROUP 4	\$ 23.23	22.38
See groups 1-b and 1-d under la	borer classification	ations.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	\$ 29.54	22.31
(2) Establishment Warranty		
Period	\$ 23.23	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	\$ 29.79	22.31
GROUP 2	\$ 29.64	22.31
Laborers: (GUNITE - AREA A:)		
GROUP 1	\$ 30.75	22.31
GROUP 2	\$ 30.25	22.31
GROUP 3	\$ 29.66	22.31
GROUP 4	\$ 29.54	22.31

# FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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# LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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# GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0261-011 05/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	I	Rates	Fringes
MASON TENDER,	BRICK\$	33.18	21.49

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

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LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	.\$ 34.70	23.11
Work on a swing stage scaffold:	\$1.00 per hour a	dditional.

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LABO0270-003 06/26/2017

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

1	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A\$	29.54	22.17
Area B\$	28.54	22.17
Traffic Control Person I		
Area A\$	29.84	22.17
Area B\$	28.84	22.17
Traffic Control Person II		
Area A\$	27.34	22.17
Area B\$	26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 06/26/2017

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	I	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	36.60	24.83
GROUP	2\$	36.37	24.83
GROUP	3\$	36.12	24.83
GROUP	4\$	35.67	24.83
GROUP	5\$	35.13	24.83
Shotcr	rete Specialist\$	37.12	24.83

# TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	\$ 30.45	21.04
LABO0270-007 06/27/2017		

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group\$	29.49	22.38
GROUP 1\$	28.79	22.38
GROUP 1-a\$	29.01	22.38
GROUP 1-c\$	28.84	22.38

22.31

GROUP 1-e\$  GROUP 1-f\$  GROUP 2\$	29.37	22.38 22.38 22.38
GROUP 3\$	28.54	22.38
GROUP 4\$	22.23	22.38
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B)		
(1) New Construction\$	28.54	22.31
(2) Establishment Warranty		
Period\$	22.23	22.31
LABORER (GUNITE - AREA B)		
GROUP 1\$	29.75	22.31
GROUP 2\$	29.25	22.31
GROUP 3\$	28.66	22.31
GROUP 4\$	28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1\$	28.79	22.31

GROUP 2.....\$ 28.64

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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# LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-010 06/26/2017

SANTA CLARA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist		
Group\$	30.49	22.38
GROUP 1\$	29.79	22.38
GROUP 1-a\$	30.01	22.38
GROUP 1-c\$		22.38
GROUP 1-e\$	30.34	22.38
GROUP 1-f\$	30.37	22.38
GROUP 2\$	29.64	22.38
GROUP 3\$	29.54	22.38
GROUP 4\$	23.23	22.38
See groups 1-b and 1-d under labo	orer classification	ons.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction\$	29.54	22.31
(2) Establishment Warranty		
Period\$	23.23	22.31
LABORER (GUNITE - AREA A:)		
GROUP 1\$	30.75	22.31
GROUP 2\$	30.25	22.31
GROUP 3\$	29.66	22.31
GROUP 4\$	29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1\$	29.79	22.31
GROUP 2\$	29.64	22.31

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

42 of 74 Date

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	.\$ 34.70	21.22
Work on a swing stage scaffold:	\$1.00 per hour a	dditional.
LABO0294-001 07/01/2017		

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick) Mason Tender-Brick	\$ 30.45	21.04
LABO0294-002 06/26/2017		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person\$	28.54	22.17
Traffic Control Person I\$	28.84	22.17
Traffic Control Person II\$	26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0294-005 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

	I	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	36.60	24.83
GROUP	2\$	36.37	24.83
GROUP	3\$	36.12	24.83
GROUP	4\$	35.67	24.83
GROUP	5\$	35.13	24.83
Shote	rete Specialist\$	37.12	24.83

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0294-008 06/30/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group	.\$ 29.49	22.38
GROUP 1	.\$ 28.79	22.38
GROUP 1-a	.\$ 29.01	22.38
GROUP 1-c	.\$ 28.84	22.38
GROUP 1-e	.\$ 29.34	22.38
GROUP 1-f	.\$ 29.37	22.38
GROUP 2	.\$ 28.64	22.38
GROUP 3	.\$ 28.54	22.38
GROUP 4	.\$ 22.23	22.38
See groups 1-b and 1-d under 1	aborer classific	ations.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction	.\$ 28.54	22.31
(2) Establishment Warranty		
Period	.\$ 22.23	22.31
LABORER (GUNITE - AREA B:)		
GROUP 1	.\$ 29.75	22.31
GROUP 2	.\$ 29.25	22.31
GROUP 3	.\$ 28.66	22.31
GROUP 4	.\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	.\$ 28.79	22.31
GROUP 2	.\$ 28.64	22.31

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0294-010 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	I	Rates	Fringes
Plasterer	tender\$	31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	.\$ 31.02	22.52
Work on a swing stage scaffold:	\$1.00 per hour a	dditional.
LABO0304-002 06/26/2017		

Rates

Fringes

ALAMEDA COUNTY

LABORER (TRAFFIC CONTROL/LANE		
CLOSURE)		
Escort Driver, Flag Person\$	29.54	22.17
Traffic Control Person I\$	29.84	22.17
Traffic Control Person II\$	27.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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#### LABO0304-003 06/26/2017

#### ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1\$	36.60	24.83
GROUP 2\$	36.37	24.83
GROUP 3\$	36.12	24.83
GROUP 4\$	35.67	24.83
GROUP 5\$	35.13	24.83
Shotcrete Specialist\$	37.12	24.83

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-004 06/27/2017

#### ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist		
Group	\$ 30.49	22.38
GROUP 1	\$ 29.79	22.38
GROUP 1-a	\$ 30.01	22.38
GROUP 1-c	\$ 29.84	22.38
GROUP 1-e	\$ 30.34	22.38
GROUP 1-f	\$ 30.37	22.38
GROUP 2	\$ 29.64	22.38
GROUP 3	\$ 29.54	22.38
GROUP 4	\$ 23.23	22.38

See groups 1-b and 1-d under laborer classifications. LABORER (GARDENERS,  $\,$ 

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)	00 54	00 21
(1) New Construction\$	29.54	22.31
(2) Establishment Warranty		
Period\$	23.23	22.31
LABORER (GUNITE - AREA A:)		
GROUP 1\$	30.75	22.31
GROUP 2\$	30.25	22.31
GROUP 3\$	29.66	22.31
GROUP 4\$	29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1\$	29.79	22.31
GROUP 2\$	29.64	22.31

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0304-005 05/01/2017

ALAMEDA COUNTY

Rates Fringes
Brick Tender......\$ 33.18 21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tende:	r\$ 34.70	23.11
Work on a swing	stage scaffold: \$1.00 per ho	ur additional.

CONTRA COSTA COUNTY

LABO0324-002 06/26/2017

F	lates	Fringes
LABORER (TRAFFIC CONTROL/LANE		
CLOSURE)		
Escort Driver, Flag Person\$	29.54	22.17
Traffic Control Person I\$	29.84	22.17
Traffic Control Person II\$	27.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-006 06/26/2017

CONTRA COSTA COUNTY

	ŀ	Rates	Fringes
Tunnol and	Shaft Laborers:		
		26.60	01 50
	1\$		21.72
GROUP	2\$	36.37	21.72
GROUP	3\$	36.12	21.72
GROUP	4\$	35.67	21.72
GROUP	5\$	35.13	21.72
Shotc	rete Specialist\$	37.12	21.72

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-012 06/27/2017

CONTRA COSTA COUNTY

I	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group\$		22.38
GROUP 1\$		22.38
GROUP 1-a\$		22.38
GROUP 1-c\$	29.84	22.38
GROUP 1-e\$	30.34	22.38
GROUP 1-f\$	30.37	22.38
GROUP 1-g\$	29.99	22.38
GROUP 2\$	29.64	22.38
GROUP 3\$	29.54	22.38
GROUP 4\$	23.23	22.38
See groups 1-b and 1-d under labor	orer classifica	ations.
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction\$	29.54	22.31
(2) Establishment Warranty		
Period\$	23.23	22.31
LABORER (GUNITE - AREA A:)		
GROUP 1\$	30.75	22.31
GROUP 2\$	30.25	22.31
GROUP 3\$	29.66	22.31
GROUP 4\$	29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1\$	29.79	22.31
GROUP 2\$	29.64	22.31

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 05/01/2017

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0324-018 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	I	Rates	Fringes
Plasterer	tender\$	34.70	23.11

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		
Escort Driver, Flag Person\$	28.54	22.17
Traffic Control Person I\$	28.84	22.17
Traffic Control Person II\$	26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 36.60	24.83
GROUP 2	\$ 36.37	24.83
GROUP 3	\$ 36.12	24.83
GROUP 4	\$ 35.67	24.83
GROUP 5	\$ 35.13	24.83
Shotcrete Specialist	\$ 37.12	24.83

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB01130-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes	
LABORER			
Mason Tender-Brick	\$ 30.45	21.04	
LAB01130-007 06/26/2017			

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE, COUNTIES

1	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist		
Group\$	29 49	22.38
GROUP 1\$		22.38
GROUP 1-a\$		22.38
GROUP 1-c\$		22.38
GROUP 1-e\$		22.38
GROUP 1-f\$	29.37	22.38
GROUP 2\$	28.64	22.38
GROUP 3\$	28.54	22.38
GROUP 4\$	22.23	22.38
See groups 1-b and 1-d under lab	orer classific	ations.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction\$	28.54	22.31
(2) Establishment Warranty		
Period\$	22.23	22.31
LABORER (GUNITE - AREA B:)		
GROUP 1\$	29.75	22.31
GROUP 2\$	29.25	22.31
GROUP 3\$	28.66	22.31
GROUP 4\$	28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1\$		22.31
GROUP 2\$	28.64	22.31

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO1130-008 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

Rates Fringes

Plasterer tender.....\$ 31.02 22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1130-009 07/01/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (Plaster Tender)......\$ 31.02 22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

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\* PAIN0016-001 01/01/2018

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Painters:.....\$ 40.62 23.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional 100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per houir additional

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AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

1	Rates	Fringes
Drywall Finisher/Taper		
AREA 1\$	45.16	26.74
AREA 2\$	41.03	25.34

<sup>\*</sup> PAIN0016-003 01/01/2018

* PAIN0016-012 01/01/2018				
ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES				
	Rates	Fringes		
SOFT FLOOR LAYER	.\$ 48.00	26.03		
* PAIN0016-015 01/01/2018				
CALAVERAS, MARIPOSA, MERCED, SAN COUNTIES	JOAQUIN, STANIS	SLAUS & TUOLUMNE		
	Rates	Fringes		
PAINTER Brush	.\$ 32.91	19.26		
SPRAY/SANDBLAST: \$0.50 additional per hour.  EXOTIC MATERIALS: \$1.00 additional per hour.  HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.  * PAIN0016-022 01/01/2018				
SAN FRANCISCO COUNTY				
	Rates	Fringes		
PAINTER	.\$ 44.24	23.83		
* PAIN0169-001 01/01/2018				
FRESNO, KINGS, MADERA, MARIPOSA	AND MERCED COUNT	TIES:		
	Rates	Fringes		
GLAZIER	.\$ 35.00	26.26		
PAIN0169-005 01/01/2018				
ALAMEDA CONTRA COSTA, MONTEREY, MATEO, SANTA CLARA & SANTA CRUZ		FRANCISCO, SAN		
	Rates	Fringes		
GLAZIER	.\$ 46.13	28.04		

\* PAIN0294-004 01/01/2018

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

#### PAINTER

Brush, Roller\$	29.78	18.11
Drywall Finisher/Taper\$	34.87	23.68

#### FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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\* PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	\$ 31.49	20.48
PAIN0767-001 01/01/2018		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
GLAZIER\$ 34.57	28 25

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 01/01/2017

#### HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		
Marking:		
GROUP 1	\$ 34.41	16.31
GROUP 2	\$ 29.25	16.31
GROUP 3	\$ 29.59	16.31

#### CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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<sup>\*</sup> PAIN1237-003 01/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	\$ 34.81	21.51
PLAS0066-002 07/01/2017		
ALAMEDA, CONTRA COSTA, SAN MATE	EO AND SAN	FRANCISCO COUNTIES:
	Rates	Fringes
PLASTERER	\$ 40.51	27.13
PLAS0300-001 07/01/2014		
	Rates	Fringes
PLASTERER  AREA 188: Fresno  AREA 224: San Benito,	\$ 29.44	22.26
Santa Clara, Santa Cruz  AREA 295: Calaveras & Sar		22.26
Joaquin Couonties	\$ 31.41	22.26
AREA 337: Monterey County AREA 429: Mariposa,	7\$ 30.52	22.26
Merced, Stanislaus, Tuolumne Counties	<b>\$ 31 41</b>	22.26
PLAS0300-005 07/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 39.20	19.71
PLUM0038-001 07/01/2017		
SAN FRANCISCO COUNTY		
	Rates	Fringes
PLUMBER (Plumber,		
Steamfitter, Refrigeration Fitter)		43.24
PLUM0038-005 07/01/2017		
SAN FRANCISCO COUNTY		
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)		38.24
PLUM0062-001 01/01/2017		
MONTEREY AND SANTA CRUZ COUNTIE	ES	
	Rates	Fringes

66 of 74 Date

PLUMBER & STEAMFITTER...... \$41.90 29.59

PLUM0159-001 07/01/2017

CONTRA COSTA COUNTY

Rates Fringes

Plumber and steamfitter

(1) Refrigeration......\$ 56.92 35.94 (2) All other work......\$ 55.92 34.44

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PLUM0246-001 01/01/2017

FRESNO, KINGS & MADERA COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER......\$ 38.40 29.39

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

Rates Fringes
PLUMBER (PIPE TRADESMAN)......\$ 13.00 10.74

#### PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2017

ALAMEDA & CONTRA COSTA COUNTIES

Rates Fringes

PIPEFITTER

CONTRA COSTA COUNTY......\$ 58.10 42.45

PLUMBER, PIPEFITTER, STEAMFITTER

ALAMEDA COUNTY.....\$ 58.10 42.45

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PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates Fringes

Underground Utility Worker

/Landscape Fitter.....\$ 28.60 10.0

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PLUM0393-001 07/01/2017

SAN BENITO AND SANTA CLARA COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 60.91 39.58

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PLUM0442-001 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER.....\$ 40.00 28.39

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PLUM0467-001 07/01/2017

SAN MATEO COUNTY

Rates Fringes

Plumber/Pipefitter/Steamfitter...\$ 62.70 34.21

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ROOF0027-002 01/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

ROOFER.....\$ 26.01 14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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ROOF0040-002 08/01/2017

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates Fringes

18.22 ROOFER.....\$ 37.88 ROOF0081-001 08/01/2017 ALAMEDA AND CONTRA COSTA COUNTIES: Rates Fringes Roofer.....\$ 38.20 16.81 ROOF0081-004 08/01/2017 CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES: Rates Fringes ROOFER.....\$ 38.20 16.81 ROOF0095-002 08/01/2017 MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES: Rates Fringes ROOFER Journeyman.....\$ 41.56 17.47 Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker....\$ 42.36 16.42 SFCA0483-001 07/31/2017 ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES: Rates Fringes SPRINKLER FITTER (FIRE).....\$ 61.92 28.57 SFCA0669-011 04/01/2017 CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES: Rates Fringes SPRINKLER FITTER.....\$ 37.20 15.84 \* SHEE0104-001 01/01/2018 AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA

CLARA

AREA 2: MONTEREY & SAN BENITO

69 of 74

Date

#### AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under \$200,000	\$ 50 29	37.16
All Other Work		37.79
AREA 2		32.08
AREA 3	.\$ 49.31 	29.61
SHEE0104-003 07/01/2017		
CALAVERAS AND SAN JOAQUIN COUNTI	ES:	
	Rates	Fringes
SHEET METAL WORKER	.\$ 39.74	31.50
SHEE0104-005 07/01/2017		
MARIPOSA, MERCED, STANISLAUS AND	TUOLUMNE COUNTI	ES:
	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	.\$ 37.67	34.10
SHEE0104-007 07/01/2017		
FRESNO, KINGS, AND MADERA COUNTI	ES:	
FRESNO, KINGS, AND MADERA COUNTI	ES: Rates	Fringes
FRESNO, KINGS, AND MADERA COUNTI	Rates	Fringes 34.45
	Rates	
SHEET METAL WORKER	Rates .\$ 37.49SAN BENITO, SAN	34.45
SHEET METAL WORKER	Rates .\$ 37.49SAN BENITO, SAN	34.45
SHEET METAL WORKER	Rates .\$ 37.49  SAN BENITO, SAN Z COUNTIES:  Rates	34.45 FRANCISCO, SAN Fringes
SHEET METAL WORKER	Rates .\$ 37.49  SAN BENITO, SAN Z COUNTIES:  Rates	34.45 FRANCISCO, SAN Fringes
SHEET METAL WORKER	Rates .\$ 37.49	34.45 FRANCISCO, SAN Fringes 32.10
SHEET METAL WORKER	Rates .\$ 37.49	34.45 FRANCISCO, SAN Fringes 32.10
SHEET METAL WORKER	Rates .\$ 37.49  SAN BENITO, SAN Z COUNTIES:  Rates .\$ 37.53  MARIPOSA, MERC COUNTIES:  Rates	34.45 FRANCISCO, SAN  Fringes  32.10 ED, SAN  Fringes
SHEET METAL WORKER	Rates .\$ 37.49  SAN BENITO, SAN Z COUNTIES:  Rates .\$ 37.53  MARIPOSA, MERC COUNTIES:  Rates	34.45 FRANCISCO, SAN  Fringes  32.10 ED, SAN  Fringes

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 30.72	27.47
GROUP 2	\$ 31.02	27.47
GROUP 3	\$ 31.32	27.47
GROUP 4	\$ 31.67	27.47
GROUP 5	\$ 32.02	27.47

#### FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy

Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

# **SPECIFICATIONS**

## **FOR**

# Geer Road and Santa Fe Avenue Intersection Improvement Federal Aid Project No. CML-5938(224) Contract No. 9704

#### **BOARD OF SUPERVISORS**

Kristin Olsen	District No. 1
Vito Chiesa, Chairman	District No. 2
Terry Withrow	District No. 3
Dick Monteith	District No. 4
Jim DeMartini, Vice Chairman	District No. 5

Jody Hayes, Chief Executive Officer Matt Machado, Director of Public Works

The Specifications contained herein have been prepared by or under the direction of the following registered engineer.

Approved By:

Shoaib Ahrary, P.E.

OF CALIFO

Bid Opening Time and Date: 2:00 p.m., February 7, 2018

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

### TABLE OF CONTENTS

**PAGE** PART I – INVITATION TO BIDDERS......I-1 PART II – INFORMATION FOR BIDDERS.....II-1 1. Date and Place for Opening Proposals......II-1 2. Printed Form of Proposals......II-1 8. Bid Protest .......II-2 11. Determination of Low Bidder ......II-4 17. Construction Payment Bond and Construction Labor and Materials Bond Surety......II-4 PART III - PROPOSAL ......III-1 Contractor's Bid Sheet .......III-3 Addendum Sheet ......III-5 Subcontractor's List.....III-6 Bid Documents Required at Bid Opening......III-7 Exhibit B – Insurance Requirements for Construction Contracts .......III-8 Insurance Requirements Acknowledgement......III-13 Equal Employment Opportunity Certifications......III-14 Noncollusion Affidavit ......III-16 Public Contract Code ......III-17 Debarment and Suspension Certification......III-18 Nonlobbying Certification for Federal-Aid Contracts......III-19 Disclosure of Lobbying Activities......III-20 W-9 Form......III-23

## TABLE OF CONTENTS

	PAGE
PART III – PROPOSAL (continued)	
Proposal Signature Sheet	III-27
Bidder's Bond	
Exhibit 15-G Construction Contract DBE Commitment	
Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change	
Exhibit 15-H DBE Information – Good Faith Efforts	
Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE)	
and First –Tier Subcontractors	III-36
Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)	
Exhibit 16-Z Monthly DBE Trucking Verification Form	
Exhibit 16-Z3 Monthly Disadvantaged Business Enterprises (DBE) Payment	
Relations with Railroad.	
State Prevailing Wage Rates	
Federal Minimum Wage Rates	
1 oderur 17.mmism 77 ugo 1 tares	
PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE	IV-1
Sample Agreement	
Sample Construction Performance Bond	
Sample Construction Labor and Material Payment Bond	
Sample Guarantee	
1	
PART V – SPECIAL CONDITIONS	V-1
SC-1 Definition and Terms	V-1
SC-2 Proposal Requirements and Conditions	V-2
SC-3 Blank	
SC-4 Blank	V-3
SC-5 Excavation Safety Plans	V-3
SC-6 Control of Materials	
SC-7 Legal Relations and Responsibility	
SC-8 Prosecution and Progress	
SC-9 Measurement and Payment	
SC-10 Geotechnical Data and Existing Conditions	
SC-11 Site Data	
SC-12 Federal Aid Construction Contracts	
SC-13 Blank	
SC-14 Bonds	
SC-15 Insurance	
SC-16 Work Disputes	

## TABLE OF CONTENTS

		PAGE
PART V -	- SPECIAL CONDITIONS (continued)	
	Alterations and Modifications	V-33
	Discovery of Conflicts, Errors, Omissions, or Discrepancies	
	Differing Site Conditions	
	Blank	
	Time Adjustments and Entitlements for Delays	
	Emergencies	
	Working Days and Legal Holidays	
	Submittals	
	Progress Reports	
PART VI	- SPECIAL PROVISIONS	VI-1
SP-1	Order of Work	VI-1
SP-2	Water Pollution Control (WPC)	VI-1
SP-3	Progress Schedule	VI-6
SP-4	Existing Facilities.	VI-6
SP-5	Dust Control	VI-6
SP-6	Mobilization	VI-6
SP-7	Temporary Traffic Control	VI-6
SP-8	Temporary Pavement Delineation	VI-8
SP-9	Watering	VI-9
SP-10	Clearing and Grubbing	VI-9
SP-11	Remove Roadside Signs	VI-10
SP-12	Remove Poles & Salvage Flashing Beacon Warning System	VI-10
SP-13	Utility Coordination	VI-10
SP-14	Milling of Existing Unreinforced PCC Pavement	VI-11
SP-15	Remove Concrete Pavement	VI-11
SP-16	Remove Pipe	VI-11
SP-17	Remove and Replace Mailbox	VI-11
SP-18	Cold Plane Asphalt Concrete	VI-12
SP-19	Roadway Excavation	VI-13
SP-20	Shoulder Backing	VI-13
	Aggregate Base	
	Full Depth Reclamation – Cement (FDR-C)	
	Hot Mix Asphalt	
	Miscellaneous Minor Concrete.	

## TABLE OF CONTENTS

		<u>PAGE</u>
PART VI	- SPECIAL PROVISIONS (continued)	
SP-25	Re-establishing Survey Monument (Type B)	VI-23
	Adjust Utility Cover to Grade	
SP-27	Construction Staking	VI-24
	30 Inch PVC Pipe	
	PVC Pipe Elbow	
	Concrete Collar	
SP-31	Midwest Guardrail Systems	VI-24
	Alternative Flared Terminal System	
	End Anchor Assembly (Type SFT)	
	Roadside Signs	
	Welded Wire Reinforcement	
	Construction Funding Signs (Single Post)	
	Thermoplastic Traffic Stripes and Pavement Markings	
	nhanced Wet Night Visibility)	VI-26
•	Environmental Mitigation	
	BNSF Coordination	
	Portable Changeable Message Sign	
	As-Built Drawings	
	Traffic Signal and Lighting	
PART VI	I – DRAWINGS & PERMITS	VII-1
	II – REVISED STANDARD PLANS AND REVISED STANDAR	

## PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the Geer Road and Santa Fe Avenue Intersection Improvement, Federal Aid Project No. CML-5938(224) project. Estimated Construction cost for this project is less than \$1,780,000. The work to be accomplished includes reconstruction of the roadway and installation of a traffic signal system at the intersection of Geer Road and Santa Fe Avenue.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at <a href="https://www.modestoplanroom.com">www.modestoplanroom.com</a>. Paper copies are available from Modesto Reprographics. Call (209) 544-2400 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to ahrarys@stancounty.com or fax your questions to (209) 541-2509, Attn: Shoaib Ahrary.

Bid forms are provided in the Section titled "Bid Proposal". Bids shall be submitted in a sealed envelope and plainly marked "Bid Proposal for Geer Road and Santa Fe Avenue Intersection Improvement, Federal Aid Project No. CML-5938(224)". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 p.m., February 7, 2018, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Room 6709 and read by the Clerk of the Board after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
	January 8, 2018
Project Advertisement	January 15, 2018
	January 22, 2018
Last Day Contractors Clarification Requests	January 26, 2018
Issuance of Addendum (if required)	January 31, 2018
Bid Opening	February 7, 2018
Board Approval of Contract	March 20, 2018
Notice to Proceed	April 2, 2018

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

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

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

Bidders are advised that, as required by 49 CFR Part 26, the County of Stanislaus is implementing a Race Conscious DBE Program. DBE requirements are located in Part V, "Special Conditions," Section SC-12, "Federal Aid Construction Contracts."

The DBE contract goal for this project has been set at 6 percent participation.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed".

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The contractor shall possess a Class A License from the time this contract is awarded through contract acceptance.

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

The successful bidder shall furnish a payment bond and a performance bond.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

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

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.

The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

### PART II - INFORMATION FOR BIDDERS

#### 1. DATE AND PLACE FOR OPENING PROPOSALS

Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders", they will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

#### 2. PRINTED FORM OF PROPOSALS

All proposals must be made upon the blank proposal as included in PART III - PROPOSAL, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "Proposal for the Geer Road and Santa Fe Avenue Intersection Improvement, Federal Aid Project No. CML-5938(224)" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. No bid may be withdrawn within Sixty (60) days after time of opening.

#### 3. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should the bidder be in doubt as to their meaning, it shall at once notify the Engineer in writing who may send a written instruction to all bidders.

#### 4. ACCEPTANCE OR REJECTION OF PROPOSALS

The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse its license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse its address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and its bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board. Bidder must not be on Caltrans no bid list. Any proposal that does not comply with Section 410(a)(1) Public Contract Code (PCC) may be rejected.

#### 5. CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND

All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days after the issuance of the Notice to Proceed.

#### 6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT

Within ninety (90) days after the opening of the bid proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a bid proposal. The acceptance of a bid proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Article SC-08. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

#### 7. MANDATORY PRE-BID MEETING AND SITE VISIT – Not Applicable.

#### 8. BID PROTEST

Any Bid protest must be submitted in writing to the County's offices (Attention: Linda Allsop), before 5:00 p.m. of the tenth (10) day following posting on the official bulletin board of the Clerk of the Board of Notice of Intent to Award for Construction. Time will be determined by County staff using the official clock of the Clerk of the Board. County will use reasonable efforts to deliver by facsimile a copy of Notice of Intent to Award for Construction to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest must contain a complete statement of the basis for the protest.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code

Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

#### 9. WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Information to Bidders, only by written request for the withdrawal of Bid filed with the County at the County's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

#### 10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below:

- 1. Submit the following documents to County by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by County depends upon approval of these documents, and any other document identified in County's Notice of Award:
  - a. Agreement: To be executed by successful Bidder. Submit four originals, each bearing an original signature.
  - b. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Performance Bond. Submit one original.
  - c. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Labor and Materials Payment Bond. Submit one original.
  - d. Insurance certificates and endorsements required by Special Conditions Article SC-15, INSURANCE. Submit one original set.
  - e. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Escrow Bid Documents.
  - f. The Guaranty in the form set forth in Guaranty. Submit four originals, each bearing an original signature.
  - g. Any other item described in Notice of Award (if any).
- 2. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
- 3. The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has

abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the Special Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

#### 11. DETERMINATION OF LOW BIDDER

Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

#### 12. TIME FOR BEGINNING AND COMPLETING THE WORK

The Contractor shall commence work within five (5) calendar days after the date of the Notice to Proceed, and shall complete the work within one hundred and twenty (120) working days. The date of the Notice to Proceed shall constitute the first working day.

#### 13. PRICES

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

#### 14. INTERPRETATION OF ADDENDA

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing at least ten (10) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: Shoaib Ahrary, 1716 Morgan Road, Modesto, California 95358.

#### 15. RIGHT TO MAKE CORRECTIONS

The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

#### 16. SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

#### 17. CONSTRUCTION PAYMENT BOND & LABOR AND MATERIALS BOND SURETY

A surety insurer admitted in the State of California by the Department of Insurance shall execute Construction Payment Bond and Construction Labor and Materials Bond. County shall verify Surety's admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County Clerk confirming that Surety is an admitted insurer. County shall attach such verification to Construction Payment Bond and Construction Labor and Materials Bond.

### 18. CONFORMED CONSTRUCTION DOCUMENTS

Following Award of Contract, County may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which shall, failing objection, constitute the approved set of Contract Documents.

## **PART III - PROPOSAL**

#### STANISLAUS COUNTY BOARD OF SUPERVISORS

#### FOR THE CONSTRUCTION OF

Geer Road and Santa Fe Avenue Intersection Improvement, Federal Aid Project No. CML-5938(224)

RESS:		
	(Please include even if P.O. Box used)	
	·	
)		
ı Code		
NO.:		
3	) a Code	(Please include even if P.O. Box used)  ) a Code

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 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

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 percentage wise the unit price or item total in the Item Total.

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. Cent 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 COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

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 COUNTY OF STANISLAUS, 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 therefore the following prices, to wit:

## **CONTRACTOR'S BID SHEET**

## Geer Road and Santa Fe Avenue Intersection Improvement Federal Aid Project No. CML-5938(224)

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-6	Mobilization	1	LS		
2	SP-38	Lead Compliance Plan	1	LS		
3	SP-7	Temporary Traffic Control	1	LS		
4	SP-8	Temporary Pavement Delineation	1	LS		
5	SP-40	Portable Changeable Message Sign	4	EA		
6	SP-2	Water Pollution Control	1	LS		
7	SP-25	Re-establishing Survey Monument (Type B)	1	EA		
8	SP-18	Cold Plane Asphalt Concrete	3315	SY		
9	SP-26	Adjust Utility Cover to Grade	1	EA		
10	SP-12	Remove Poles & Salvage Flashing Beacon System	1	LS		
11	SP-17	Remove and Replace Mailbox	3	EA		
12	SP-11	Remove Roadside Signs	14	EA		
13	SP-16	Remove Pipe	650	LF		
14	SP-15	Remove Concrete Pavement and Base	29	CY		
15	SP-10	Clearing and Grubbing	1	LS		
16	SP-19	Roadway Excavation	1990	CY		
17	SP-20	Shoulder Backing	611	TON		
18	SP-21	Aggregate Base	955	TON		
19	SP-22	Full Depth Reclamation - Cement (FDR-C)	116590	SF		
20	SP-23	Hot Mix Asphalt (Type A)	6513	TON		

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
21	SP-14	Milling of Existing Unreinforced PCC Pavement	24737	SF		
22	SP-35	Welded Wire Reinforcement	1305	SF		
23	SP-34	Roadside Signs	18	EA		
24	SP-36	Construction Funding Sign (Single Post)	4	EA		
25	SP-28	30" PVC Pipe	618	LF		
26	SP-29	PVC Pipe Elbow	3	EA		
27	SP-30	Concrete Collar	4	EA		
28	SP-24	Minor Concrete (Curb)	17	CY		
29	SP-24	Minor Concrete (Driveway)	11	CY		
30	SP-24	Minor Concrete (Median Island)	29	CY		
31	SP-31	Midwest Guardrail System (Wood Post)	113	LF		
32	SP-33	End Anchor Assembly (Type SFT)	3	EA		
33	SP-32	Alternative Flared Terminal System	3	EA		
34	SP-37	Thermoplastic Pavement Markings	1597	SF		
35	SP-37	6" Thermoplastic Traffic Stripe (Detail 27B)	6567	LF		
36	SP-37	6" Thermoplastic Traffic Stripe (Detail 22)	2950	LF		
37	SP-37	8" Thermoplastic Traffic Stripe (Detail 38A)	1592	LF		
38	SP-41	As-built Drawings	1	LS		
39	SP-42	Traffic Signal and Lighting	1	LS		

(SIGNED)	Date:	

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

TOTAL PROJECT COST:

## **ADDENDUM SHEET**

## Geer Road and Santa Fe Avenue Intersection Improvement Federal Aid Project No. CML-5938(224)

ADDEN	NDUM	<u>DATED</u>	DA	<u>ΓΕ RECEIVED</u>	<u>INITIALS</u>
-					
Contract	tor				
Address					
Phone	( )		Fax(	)	
(SIGNED)			Da	te:	
( = = = = : <del></del> )					

This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

Geer Road and Santa Fe Avenue Intersection Improvement Federal Aid Project No. CML-5938(224) February 2018

## **SUBCONTRACTORS LIST**

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. Photocopies of this form may be used for additional subcontractors.

Subcontractor:	License #	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:	<u> </u>		DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:	<u> </u>		DBE (Yes/No):
Bid Item(s):			Amount:

## **BID DOCUMENTS REQUIRED AT BID OPENING**

It is <u>required</u> that the following documents must be completed, signed, and submitted with the Proposal at bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors List
- Insurance Requirements Acknowledgement
- Equal Employment Opportunity Certification (for Contractor and each Subcontractor)
- Non-Discrimination of Individuals with Disabilities
- Noncollusion Affidavit
- Public Contract code
- Debarment and Suspension Certification
- Disclosure of Lobbying Activities
- Opt Out of Payment Adjustments for Price Index Fluctuations Form
- W-9 Form
- Proposal Signature Sheet
- Bidder's Bond

Note: The following documents below must be completed, signed, and submitted to 1716 Morgan Road, Modesto, CA 95358 no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening.

DOCUMENT NAME	PAGE
Exhibit 15-G Construction Contract DBE Commitment	III-29
Exhibit 15-H DBE Information – Good Faith Efforts	III-33
Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)	III-38

#### **EXHIBIT B**

#### Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office 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 \$3,000,000 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 Liability: Insurance Services Office Form Number CA 0001 covering Code 1
  (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property
  damage.
- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils)
  coverage form, with limits equal to the completed value of the project and no coinsurance
  penalty provisions.
- Surety Bonds as described below.
- Professional Liability (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

#### Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

#### Notice of Cancellation

Fach insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

#### Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

#### Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

#### Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- A copy of the claims reporting requirements must be submitted to the County for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

#### Surety Bonds

Contractor shall provide the following Surety Bonds:

- 1. Bid bond
- Performance bond
- 3. Payment bond
- 4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

#### Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

#### Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Exempt fi	rom Auto – I will not utilize a vehicle in the performance of my work with the County.
Exempt fi	rom WC - I am exempt from providing workers' compensation coverage as
	dion 1861 and 3700 of the California Labor Code.
( acknowledge the	See Insurance
Print Name:	Requirements
	Date:
Vendor Name	Acknowledgement

В	uilders Risk (Course of Con	nstruction) is waived for	this project. 30-day noti	ice of Cancellation will	be the contractors re	sponsibility
xception: _	CEO-Risk Managem	ant Division: 2	leven Watter	Date: 12/1/2	2017	
pproved by	CEO-Risk Managem	nent Division:	(M) - OW & \	Date: · · ·		

## INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance. Insurance requirements are as specified in Article SC-15, INSURANCE.

ACKNOWLEDGEMENT of receipt of, and AGREEMENT to obtain/provide an insurance policy for the subject project as per the requirements set forth herein above by both the Contractor and Insurance Agent as listed in our project specifications, Section SC-15 Insurance.

Signature of Contractor		Date
Contractor		Federal ID No.
Street Address		( )
City, State, Zip		Phone Number
Type of Business: Sole Proprieto	or Partnership	Non-Profit 501 (c)(3)
Other, please	explain:	
Signature of Insurance Agent		Pate
Insurance Agent / Firm Name		
Street Address		( )
City, State, Zip		Phone Number
Insurance Type	Amount	Policy Number
General Liability		
Auto Liability		
Workers Comp/Employers Liability (per State of California)		
All-Risk Course of Construction (if applicable)		
Railroad Protective Liability (if applicable)		

Note: Use copies of this form when more than one broker/agent is used.

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The	bidder, proposed
subcon	tractor, hereby certifies that he has
has no	t, participated in a previous contract or subcontract subject to the equal opportunity clauses, as
require	d by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting
Comm	ittee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or
admini	stering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under
the app	licable filling requirements.
Note:	The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and <b>must be submitted by bidders and proposed subcontractors</b> 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.
(SIGN	ED) Date:
Note:	This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

#### POLICY STATEMENT

In compliance with 29 U.S.C. 794 and 42 U.S.C. 12132, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of handicap disability in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs, and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with 29 U.S.C. 794 and 42 U.S.C. 12132 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

#### **CERTIFICATION**

Each agency, organization, or person seeking a bid, contract, or agreement with the County of Stanislaus shall sign a Certification of Compliance with 29 U.S.C. 794 and 42 U.S.C. 12132.

#### CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

The Bidder hereby certifies that he/she/it is in compliance with 29 U.S.C. 794, 42 U.S.C. 12132,, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to discrimination and participation of individuals with disabilities.

Name of Bidder:		
Ву:		
•	(Signature)	
Name:		
	(Printed)	
Title:		
Dated:		

This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **NONCOLLUSION AFFIDAVIT**

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

#### TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

, being duly sworn, deposes and says that he or she is
, of the party making the foregoing
bid 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.
(SIGNED) Date:

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **PUBLIC CONTRACT CODE**

#### **Public Contract Code Section 10285.1 Statement**

under pe convicte bribery, the bidd Section Universitinclude	rmance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declared enalty of perjury under the laws of the State of California that the bidder has, has not been distributed by the preceding three years of any offenses referred to in that section, including any charge of frauct collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with ing upon, award of, or performance of, any public works contract, as defined in Public Contract Code 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the ty of California or the Trustees of the California State University. The term "bidder" is understood to any partner, member, officer, director, responsible managing officer, or responsible managing employer as referred to in Section 10285.1.
	The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certification criminal prosecution.
	Public Contract Code Section 10162 Questionnaire
	rmance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the g questionnaire:
ever bee	bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder in disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local tent project because of a violation of law or a safety regulation?
	Yes No
If the an	swer is yes, explain the circumstances in the following space.
	Public Contract Code 10232 Statement
that no i	rmance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury nore than one final unappealable finding of contempt of court by a federal court has been issued against the or within the immediately preceding two year period because of the Contractor's failure to comply with a a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
	D) Date:

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

For any exception noted above, indicate below to	whom it applies, initiating agency, and dates of action.
	f award, but will be considered in determining bidder responsibility.
	sert the exceptions in the following space.
If there are any exceptions to this certification, in	
If there are any exceptions to this certification, in	and the amount is the fall and a second

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.

## 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:

- (l) 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.

### EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of F	ederal Action: 3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance  a. bid/offer/ap b. initial awar c. post-award c. post-award	
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. Name and Address of Lobby Entity	11. Individuals Performing Services
(If individual, last name, first name, MI)	including address if different from No. 10a (If individual, last name, first name, MI)
(attach Continuation S	
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)
\$ actual planned  13. Form of Payment (check all that apply):  a. cash b. in-kind; specify: nature  Value	a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify
15. Brief Description of Services Performed or to be peofficer(s), employee(s), or member(s) contacted, for	
16. Continuation Sheet(s) attached: Yes	No (attach Continuation Sheet(s) if necessary)
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or	Signature:
entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress	Print Name:
semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject	Title:
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: Date:
	Authorized for Local Reproduction
Federal Use Only:	Standard Form - LLL

Standard Form LLL Rev. 04-28-06

#### INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Page 2 LPP 13-01 May 8, 2013

# STANISLAUS COUNTY - DEPARTMENT OF PUBLIC WORKS OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt ou Provisions," und Specifications. If	er Section SF	2-42, "Payment	Adjustments	for Price In	idex Fluctuatio	ons," of the	
Bidder Name:				Conti	act No		
☐ I opt out of th							
Date:		C:					
Date			ıaıuı c				

## (Rev. August 2013) Department of the Treasury Internal Revenue Service

#### Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	Emp	oyer identificat	ion number	
to avo reside entitie TIN or	old backup withholding. For individuals, this is your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> n page 3.		-	-	
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" lin	ne Soci	al security numb	ber	
Par	List account number(s) here (optional)  Taxpayer Identification Number (TIN)				
See Sp	City, state, and ZIP code				
ecifi	Address (number, street, and apt. or suite no.)	equester's na	ame and address	s (optional)	
Print or type See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnershi     Other (see instructions) ▶	-	code (if ai		reporting
t joi			E345000450450	ayee code (if an	**
e son pa	Check appropriate box for federal tax classification:  Individual/sole proprietor C Corporation S Corporation Partnership To	rust/estate		ns (see instruct	
ge 2.	Business name/disregarded entity name, if different from above				
	Name (as shown on your income tax return)				

#### Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Signature of Here U.S. person ▶ Date >

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS, gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network fransactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- . An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a toreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income

Form W-9 (Rev. 8-2013) Cat. No. 10231X

Form W-9 (Rev. 8-2013) Page 2

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a
  grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Norresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treatly to reduce or eliminate U.S. tax on certain types of income. However, most tax treatles contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imports and the control of t

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

#### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3. Form W-9 (Rev. 8-2013) Page **3** 

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 The United States or any of its agencies or instrumentalities
- 3-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9-\mbox{An entity registered at all times during the tax year under the Investment Company Act of <math display="inline">1940$ 
  - 10 A common trust fund operated by a bank under section 584(a)
  - 11 A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for		
Interest and dividend payments	All exempt payees except for 7		
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.		
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4		
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>		
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4		

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- $C-\!A$  state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
  - L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at <a href="https://www.ssa.gov">www.ssa.gov</a>. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

 ${\bf Signature\ requirements.}\ Complete\ the\ certification\ as\ indicated\ in\ items\ 1\ through\ 5\ below.$ 

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third partly network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Form W-9 (Rev. 8-2013) Page 4

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:		
Individual     Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account '		
Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>a</sup>		
The usual revocable savings trust (grantor is also trustee)     So-called trust account that is not a legal or valid trust under state law	The grantor-trustee * The actual owner *		
<ol> <li>Sole proprietorship or disregarded entity owned by an individual</li> </ol>	The owner *		
Grantor trust filing under Optional     Form 1099 Filing Method 1 (see     Regulation section 1.671-4(b)(2)(i)(A))	The grantor*		
For this type of account:	Give name and EIN of:		
Disregarded entity not owned by an individual     A valid trust, estate, or pension trust	The owner  Legal entity *		
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization		
11. Partnership or multi-member LLC	The partnership		
12. A broker or registered nominee	The broker or nominee		
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity		
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust		

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thef may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: sparn@ice.gov or contact them at www.fic.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

<sup>\*</sup>Note. Grantor also must provide a Form W-9 to trustee of trust

## PROPOSAL SIGNATURE SHEET

Accompanying this proposal is	(insert the words "cash," "cashier's		
The names of all persons interested in the foregoing proposal as principals are as follows:  If bidder or other interested person is a corporation, state legal name of corporation, also names of the president,			
percent of the total of the bid.  The names of all persons interested in the foregoing proposal as principals are as follows:  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			
The names of all persons interested in the fore	egoing proposal as principals are as follows:		
secretary, treasurer, and manager thereof; if	a copartnership, state true name of firm, also names of all individual		
Licensed in conformance with an act providing			
License No.	Classification(s)		
Expiration Date			
ADDENDA – THIS PROPOSAL IS SUBM	ITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT		
INCLUDED IN ADDEND NUMBER/S			
	en received and insert, in this Proposal, any Engineer's Estimate sheets		
that were received as part of the addenda.)			
foregoing questionnaire and statements of P correct and that the bidder has complied with Commission Regulations (Chapter 5, Title 2 proposal I further certify, under penalty of pe America, that the Noncollusion Affidavit req	der penalty of perjury under the laws of the State of California, that the ublic Contract Code Sections 10162, 10232 and 10285.1 are true and the requirements of Section 8103 of the Fair Employment and Housing 2 of the California Administrative Code). By my signature on this erjury under the laws of the State of California and the United States of uired by Title 23 United States Code, Section 112 and Public Contract Federal Regulations, Part 29 Debarment and Suspension Certification		
Date:			
·			
-			
	C' I I I I I I I I I I I I I I I I I I I		
Business Address:	Signature and Title of Bidder		
-			
Place of Business:			
Place of Residence:			

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

## **BIDDER'S BOND**

We,	as Principal, and
	as Surety are bound unto the County of to as "Obligee", in the penal sum of ten percent (10%) of the total the Obligee for the work described below, for the payment of which
THE CONDITION OF THIS OBLIGATION IS	SUCH, THAT:
Improvement Federal Aid Project No. CML	Obligee, for the <b>Geer Road and Santa Fe Avenue Intersection -5938(224)</b> , for which bids are to be opened at Stanislaus County 1010 10th Street, Room 6709, Modesto, CA, <b>February 7, 2018</b> .
specifications, after the prescribed forms are prescribed form, in conformance with the bid performance of the contract and the other to gua obligation shall be null and void; otherwise, it shall be performance of the contract and the other to gua obligation shall be null and void; otherwise, it shall be prescribed forms are prescribed forms.	ed the contract and, within the time and manner required under the resented to him for signature, enters into a written contract, in the and files two bonds with the Obligee, one to guarantee faithful rantee payment for labor and materials as provided by law, then this hall remain in full force.  The Obligee and judgment is recovered, the Surety shall pay all costs
	reasonable attorney's fee to be fixed by the court.
Dated:	
•	Principal
<u> </u>	Surety
Ву:	Attorney-in-fact
NOTE: Signatures of those executing for the sur	ety must be properly acknowledged.
CERTIFICA	TE OF ACKNOWLEDGEMENT
ATTACH APPROPRIA	ATE NOTARY CERTIFICATE AND SEAL

Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted as complete.

#### EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

<ol> <li>Local Age</li> </ol>	ency:		Contract DBE Goal:		
3. Project D	Pescription:		*		
	ocation:				
	Name:			<u> </u>	
8. Total Dol	lar Amount for ALL Subcontractors:	-677	9. Total Number of <u>ALL</u> Subcontrac	tors:	
10. Bid Item Number	11. Description of Work, Service, or Mater Supplied	ials 12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)		14. DBE Dollar Amount
	Local Agency to Complete this Sect	lon			\$
	gency Contract Number:		15. TOTAL CLAIMED DBE PAR	TICIPATION	
	-Aid Project Number:				%
Local Agen	cy certifies that all DBE certifications are valid complete and accurate.		IMPORTANT: Identify all DBE firms regardless of tier. Names of the Firstheir respective item(s) of work liste where applicable with the names ar "Subcontractor List" submitted with each listed DBE is required.	st Tier DBE Subcor d above must be c nd items of the worl	ntractors and onsistent, k in the
25. Local	Agency Representative's Signature 26	. Date	16. Preparer's Signature	17. Date	<u> </u>
27. Local	Agency Representative's Name 28	. Phone	18. Preparer's Name	19. Phon	е
29. Local	Agency Representative's Title		20. Preparer's Title		
					-

DISTRIBUTION: 1. Original - Local Agency

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

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.

Page 1 of 2

#### INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

#### CONTRACTOR SECTION

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

#### LOCAL AGENCY SECTION

- 21. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 23. Bid Opening Date Enter the date contract bids were opened.
- 24. Contract Award Date Enter the date the contract was executed.
- 25. 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.
- 26. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Page 2 of 2 July 23, 2015

## EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number 2. Federal-Aid Project		Project Number	ect Number 3. Local Agency			4. Contract Completion Date			
5. Contractor/	Consultant		6. Business Address	Business Address			7. Final Contract Amount		
8. Contract Item Number	DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	•	13. Comments		
If there were no	changes in the DBE certification of	subcontractors/subcons	sultants, indicate on the form.						
			ERTIFY THAT THE ABOVE INFOR						
14. Contracto	r/Consultant Representative's S	Signature	15. Contractor/Consult	ant Representative's	Name 16.	Phone	17. Date		
	10	ERTIFY THAT THE CO	NTRACTING RECORDS AND ON-	SITE PERFORMANCE	OF THE DBE(S) HAS BEEN	MONITORED			
18. Local Age	ncy Representative's Signature	)	19. L∞al Agency Repr	esentative's Name	20.	Phone	21. Date		
DIGTRIBUTION	0.2.4					<u> </u>			

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page 1 of 2 July 23, 2015

## INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

- 1. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 3. Local Agency Enter the name of the local or regional agency that is funding the contract.
- **4. Contract Completion Date -** Enter the date the contract was completed.
- 5. Contractor/Consultant Enter the contractor/consultant's firm name.
- 6. Business Address Enter the contractor/consultant's business address.
- 7. Final Contract Amount Enter the total final amount for the contract.
- **8. Contract Item Number -** Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- **9. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number Enter the DBE's Certification Identification Number.
- **11. Amount Paid While Certified** Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached) Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name Enter the name of the person preparing and signing the form.
- 16. Phone Enter the area code and telephone number of the person signing the form.
- 17. Date Enter the date the form is signed by the contractor's preparer.
- **18. Local Agency Representative's Signature** A Local Agency Representative must sign their name to certify

that the contracting records and on-site performance of the DBE(s) has been monitored.

- 19. Local Agency Representative's Name Enter the name of the Local Agency Representative signing the form
- 20. Phone Enter the area code and telephone number of the person signing the form.
- 21. Date Enter the date the form is signed by the Local Agency Representative.

Page 2 of 2 July 23, 2015

#### EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

#### **DBE INFORMATION - GOOD FAITH EFFORTS**

Federa	1-aid Project No.	Bid	Opening Date
The	(City/County of) % for this project. The information p	_established a Disadva provided herein shows the	ntaged Business Enterprise (DBE) goal of nat a good faith effort was made.
good f Comm award	aith efforts. Bidders should submit the itment" form indicates that the bidders	he following informatio or has met the DBE goal igency determines that t	ollowing information to document adequate n even if the "Local Agency Bidder DBE I. This will protect the bidder's eligibility for the bidder failed to meet the goal for various idder made a mathematical error.
	ttal of only the "Local Agency Bidd onstrate that adequate good faith eff		form may not provide sufficient documentation
The fo		on entitled "Submission	of DBE Commitment" of the Special
A.			equest for DBE participation for this project ertisements or proofs of publication):
	Publications		Dates of Advertisement
В.	the dates and methods used for	following up initial so	ed DBEs soliciting bids for this project and blicitations to determine with certainty es of solicitations, telephone records, fax
	Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

Page 15-1 June 29, 2012

OB 12-04

<u>-</u>	Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
D.	The names, addresses and p rejection of the DBEs, the fi firms involved), and the price Names, addresses and phon of the DBEs:	irms selected for that we ce difference for each D	ork (please attach DBE if the selected	copies of que firm is not a	otes from the DBE:
			525 % 8	2	
	Names, addresses and phon	e numbers of firms sele	cted for the work a	above:	

Page 15-2 June 29, 2012

OB 12-04

F.	Efforts made to assist interested DE related assistance or services, exclu purchases or leases from the prime	ding supplies and equipment the l	
G.	The names of agencies, organization recruiting and using DBE firms (ple received, i.e., lists, Internet page do Name of Agency/Organization	ease attach copies of requests to a	
Н.	Any additional data to support a onecessary):	demonstration of good faith effo	rts (use additional sheets if

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Page 15-3 June 29, 2012

OB 12-04

#### EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Age	Local Agency Contract Number     2. Federal-Aid Project Number		3. Local Agency				4. Contract Completion Date		
5. Contractor	r/Consultant	I	6. Business Address				7. Final Conf	ract Amount	
8. Contract	9. Description of Work, Service	e, or	10. Company Name and	d	11. DBE Certification	12. Contract	t Payments	13. Date Work	14. Date of Final
Number	Materials Supplied		Business Address		Number	Non-DBE	DBE	Completed	Payment
					·				
15. ORIGINA	AL DBE COMMITMENT AMOUNT	\$	_		16. TOTAL				
List all first-tier award, provide	subcontractors/subconsultants and DBE comments on an additional page. List a	s regardless of tie ctual amount paid	er whether or not the firms were originally to each entity. If no subcontractors/subc	y listed for goal cred consultants were us	lit. If actual DBE utiliz ed on the contract, in	ation (or item of wo dicate on the form.	ork) was different	than that approved	at the time of
			CERTIFY THAT THE ABOVE INFORM	IATION IS COMPLI	TE AND CORRECT				

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date		
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date		

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Contract No. 9704

## INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 3. Local Agency Enter the name of the local or regional agency that is funding the contract.
- **4. Contract Completion Date -** Enter the date the contract was completed.
- **5. Contractor/Consultant** Enter the contractor/consultant's firm name.
- **6. Business Address** Enter the contractor/consultant's business address.
- 7. Final Contract Amount Enter the total final amount for the contract.
- **8.** Contract Item Number Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- **9. Description of Work, Services, or Materials Supplied** Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant'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.
- 10. Company Name and Business Address Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed Enter the date the subcontractor/subconsultant's item work was completed.
- **14. Date of Final Payment** Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- **15. Original DBE Commitment Amount** Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name Enter the name of the person preparing and signing the form.
- 19. Phone Enter the area code and telephone number of the person signing the form.
- **20.** Date Enter the date the form is signed by the contractor's preparer.
- **21.** Local Agency Representative's Signature A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- **22.** Local Agency Representative's Name Enter the name of the Local Agency Representative signing the form.
- 23. Phone Enter the area code and telephone number of the person signing the form.
- **24. Date** Enter the date the form is signed by the Local Agency Representative.

Page 2 of 2 July 23, 2015

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

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.** 

Phone Fax	\$1 million   \$5 million   \$5 million   \$10 million   \$15		☐YES ☐NO  If YES list DBE #:
Fax	<pre>\$10 million \$15 million</pre>		
Fax			aj a mo time D'DL III.
	1 1 1 > \$15 million		
			Age of Firm (Yrs.)
Phone	☐ < \$1 million		YES
-			□NO  If YES list DBE #:
Fax	< \$15 million		
	□ > \$15 million		Age of Firm (Yrs.)
Phone	☐<\$1 million		□YES
2			□NO
East			If YES list DBE #:
rax	> \$15 million		Age of Firm (Yrs.)
Phone	☐ < \$1 million		YES
	< \$5 million		□NO
F			If YES list DBE #:
Fax			Age of Firm (Yrs.)
	Fax Phone Fax		

Distribution: 1) Original - Local Agency File

Page 1 of 1 LPP 16-01 January 2016

#### MONTHLY DBE TRUCKING VERIFICATION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

## MONTHLY DBE TRUCKING VERIFICATION CP-CEM-2404(F) (NEW 12/99)

INTRACT NO.			MONTH				YEAR	
fruck Owner	DBE Cerl. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Pald	Arrangement (vi if applicable)	
					\$		Lease Agreement with Non-DBE with DBE	
					\$		Lease Agreement with Non-DBE with DBE	
					\$		Lease Agreement with Non-DBE with DBE	
					5		Lease Agreement with Non-DBE with DBE	
					\$		Lease Agreement with Non-DBE with DBE	
					\$		Lease Agreement with Non-DBE with DBE	
					\$		Lease Agreement with Non-DBE with DBE	
			-		\$		Lease Agreement with Non-DBE with DBE	
					\$		Lease Agreement with Non-DBE with DBE	
			TOTAL	AMOUNT PAID	\$			
ME CONTRACTOR			BUSINESS ADDR	ESS			BUSINESS PHONE NO.	
ipon request all Le	ose <b>Agreements</b> st	nall be made available, in acc	ordance with the S	pecial Provisions.	A BARAKAY			
VITO I OVOD DEODESIE	TATE OF PICALLATION	I CERTIFY THAT THE	ABOVE INFORMATION	I IS COMPLETE AND	UKKECI		DATE	_
TRACTOR REPRESENTATIVE'S SIGNATURE			TITLE				DAIE	

LPP 04-07

Page 16-117 August 12, 2004

#### EXHIBIT 16-Z Monthly DBE Trucking Verification

Local Assistance Procedures Manual

Form CP-CEM 2404 (F)(NEW 12/99) MONTHLY DBE TRUCKING VERIFFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15<sup>th</sup> of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive

100% credit for these services because they are not provided by a DBE company. The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

Page 16-118 August 12, 2004

LPP 04-07

Proposal	III-41

Local Assistance Procedures Manual

Exhibit 16-Z3

Monthly Disadvantaged Business Enterprises (DBE) Payment

#### EXHIBIT 16-Z3 MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

CEM-2406 (REV. 05/2015)

CONTRACT NUMBER:			MONTH:	H: YEAR:			FEDERAL AID NUMBER:
PRIME CONTRACTOR:		BUSINESS ADDRESS:					
ITEM NUMBER(S) OF WORK PERFORMED	DBE FIRM NAME A BUSINESS ADDRE		DATE OF PAYMENT	AMOUNT PAID	PERCENT OF PARTICIPATION CREDIT TOWARDS COMMITMENT	TOTAL PERCENT OF DBE WORK COMPLETED TO DATE	COMMENTS
List all Disadvan award, provide of	taged Business Enterprises (DBEs) romments. List actual amount paid to	regardless of tier, whether or not each entity.	the firms were	originally listed for g	oal credit. If actual DBE	utilization (or item of	work) was different than that approved at the time of
		I CERTIFY THA	T THE ABOV	E INFORMATION I	S COMPLETE AND CO	RRECT	
CONTRACTOR REPRESENTATIVE SIGNATURE:		CONTRACTOR'S REPRESENTATIVE NAME: (PRINT		PHONE NUMBER	R DATE		
COPY DISTRIBUTION - Original - Resident Engineer		opy - District Construction Copy - OBEO - email business.supp		nail business.support.s	nit@dot.ca.gov		
	ADA Notice For indivi MS-89, S	iduals with sensory disabilities, this di acramento, CA 95814.	ocument is availa	ble in alternate formats.	For information, call (916) 4	45-1233, TTY 711, or wr	ite to Records and Forms Management, 1120 N Street,

Page 1 of 2 October, 2015 Contract No. 9704

Local Assistance Procedures Manual

#### INSTRUCTIONS

The prime contractor enters the contract number, reporting month and year, federal aid number, prime contractor name and address. For each DBE, identify the item(s) of work performed, the DBE firm name, address, certification number, amount paid, payment date, percent of participation credited towards contract commitment (as detailed in section 2-112B of the Standard Specifications), and total percent of work completed to date. Use the comments section to explain any differences in the original commitment and the payments to the DBE firms.

If a firm performing work as a DBE becomes decertified during the project, enter payment information for the work performed while certified as a DBE. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the amount paid for work performed after certification as a DBE. Any changes to DBE certification must also be submitted on form CEM-2403F, "Disadvantaged Business Enterprise (DBE) certification status change."

The contractor will sign, print name, and date the form indicating that the information provided is completed and correct.

Contract No. 9704

### **RELATIONS WITH RAILROAD**

This project involves work with Burlington Northern Santa Fe Railway (BNSF), the use of railroad properties and adjustments to railroad facilities. See Special Provisions section SP-39 "BNSF Coordination" for details.

#### STATE PREVAILING WAGE RATES

For current rates go to the California Department of Industrial Relations webpage at the following:

http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

### FEDERAL MINIMUM WAGE RATES

For current Federal Minimum Wage Rates go the Davis Bacon California County webpage at the following:

http://www.access.gpo.gov/davisbacon/CA.html

Navigate to Stanislaus County and select the appropriate wage rate.

## PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE

## COUNTY OF STANISLAUS AGREEMENT

, whose place of business is located the County of Stanislaus ("County"), acting under nty by the laws of the State of California.				
Noadopted on the, 20 awarded to Contractor the following				
n of the mutual covenants hereinafter set forth,				
1. Work				
.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.				
Article 2. Architect/Engineer and Project Manager				
the Project and furnished the Plans and shall have the rights assigned to ments.				
as Construction Manager as its Project Manager to tters relating to the Contract Documents.				
e and Liquidated Damages				
e date established in the Notice to Proceed. County Commencement Date of the Work.				
etion of the entire Work and be ready for Final oseoutWorking Days from the s to run as provided in the Agreement.				

- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.
- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, asbuilt conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the

Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Agreement
Encroachment Permit (if applicable)
Form FHWA-1273 (if applicable)
Project Plans
Project Specifications
State Standard Specifications and Standard Plans

#### **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the

Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 <u>Notices</u>: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:	If to Contractor:
IN WITNESS WHEREOF the parties year first above written.	have executed this Agreement in quadruplicate the day and
COUNTY OF STANISLAUS	CONTRACTOR
By:	By:
APPROVED AS TO FORM: John P. Doering, County Counsel	
By:	

## **END OF AGREEMENT**

Amanda DeHart

**Deputy County Counsel** 

## **CONSTRUCTION PERFORMANCE BOND**

This Construction Perfo	rmance Bond ("Bond") i	s dated	in the pena	
sum of	ed below to ensure the f ists of this page and th	aithful performance of the C e Bond Terms and Conditi	Construction Contractions as stated on the	
	("Surety"), County	of Stanislaus ("County"), or	other party shall be	
considered plural where applicat	ole.			
CONTRACTOR:		SURETY:		
Name		Name		
Address		Principal Place of Business		
City/State/Zip		City/State/Zip		
CONSTRUCTION CONTR.	ACT:			
CONTRACT NUM	BER:			
Dated	in the Amount of \$		_ (the "Penal Sum").	
CONTRACTOR:		SURETY:		
Company: (Corp. Seal)		Company: (Corp. Seal)		
Signature		Signature		
Name		Name		
Title		Title		

#### CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

- Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
- If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
- 3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
- 4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
- 5. If Surety does not proceed as provided in Paragraph 4, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
- 6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
  - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
- 7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
- 8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
- 9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
- All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
- 11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
- 12. Definitions
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 8-1.11 of the State of California, Department of Transportation, Standard Specifications.
  - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

## **CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

	Labor and M in the penal sum o	aterial Payment Bond of	d ("Bond") is dated which is one hundred
percent of the Contract Sum,			s listed below to ensure the
faithful performance of the C	onstruction Contract	listed below. This Bond c	onsists of this page and the
Bond Terms and Conditio			ny singular reference to ("Surety"),
County of Stanislaus ("County	"), or other party shal	l be considered plural where	e applicable.
	,, F,		· ··FF
CONTRACTOR:		SURETY:	
CONTRACTOR.		SUREII.	
Name		Name	
1 (11111)		1,444	
Address		Principal Place of 1	Business
City/State/Zip		City/State/Zip	
CONSTRUCTION CONT	RACT:		
CONTRACT NUI	MRFR.		
CONTRACTIVO	VIDLIX.		
Dated	in the Amount o	f\$	(the "Penal Sum").
			,
CONTRACTOR:		<b>SURETY:</b>	
Company: (Corp. Seal)		Company: (Corp.	Seal)
Signature		Signature	
Name		Name	
Title		Title	

#### CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

- Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
  - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
- 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department form the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
- 4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
- 5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
- 6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
- 7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
- 9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code §3184.
- 10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
- 11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247, 3248, *et seq.*Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 13. Definitions:

- 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
- 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

#### **GUARANTEE**

TO: The County of Stanislaus ("County"), for construction of the

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

#### (SIGNATURE NEXT PAGE)

Contractor's Name
Signature
Print Name
Title
Street Address
City, State, Zip Code

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

#### PART V - SPECIAL CONDITIONS

#### SC-01 DEFINITIONS AND TERMS

The work herein shall be done in accordance with the Standard Specifications, and the Standard Plans dated 2015, of the California 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.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Invitation to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California – County of Stanislaus

<u>Department of Transportation</u> – Stanislaus County, Department of Public Works

<u>Director of Transportation</u> – Stanislaus County, Director of Public Works

<u>District Director</u> – Stanislaus County, Director of Public Works

Engineer – Resident Engineer

Attorney General - Stanislaus County, County Counsel

<u>Contract</u> – Agreement

Amendments to the Standard Specifications set forth in these Specifications shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Attention is directed to Section 1 of the Standard Specifications and to the following additional and qualifying definitions:

Board of Supervisors - Board of Supervisors, Stanislaus County, State of California.

<u>Contractor</u> – Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.

County – County of Stanislaus, a political subdivision of the State of California.

<u>Design Engineer</u> – Any person or persons, firm, partnership or corporation legally authorized to practice civil engineering in the State of California who prepares improvement plans and specifications for any improvement or portion of any improvement within the County of Stanislaus.

Department – Department of Public Works, County of Stanislaus.

<u>Developer/Subdivider</u> – A person, firm, partnership, corporation, association, or agent thereof who causes land to be divided into a subdivision or causes existing property to be developed for himself or for others.

<u>Director</u> – The Public Works Director of County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

<u>Standards and Specifications</u> – Improvement Specifications and Standards of the County of Stanislaus, Public Works Department. In case of conflicts, The Standard Specifications and Standard Plans of the State of California and Special Provisions should take precedence over The Improvement Specifications and Standards of The County of Stanislaus.

<u>Laboratory</u> – Any testing agency or quality control firm licensed to practice in the State of California.

Owner – County of Stanislaus.

<u>Project Plans</u> – The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Standard Drawings insofar as they may apply.

<u>Special Provisions</u> – The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications of the State of California.

<u>Standard Plans</u> – Standard Plans 2015 of the State of California Department of Transportation unless otherwise noted on the Project Plans.

<u>Standard Details</u> – Standard Details of the County of Stanislaus, unless otherwise noted on The Project Plans.

<u>Standard Specifications</u> – Standard Specifications 2015 of the State of California, Department of Transportation.

#### SC-02 PROPOSAL REQUIREMENTS AND CONDITIONS

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in Part III.

The form of Bidder's Bond mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in Part III.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in Part III.

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. Each subcontract signed by the bidder must include this assurance.

SC-03 BLANK

SC-04 BLANK

#### SC-05 EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications and these Special Conditions.

The Contractor's attention is directed to the provisions, which require submitting a shoring/bracing plan for County's Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer shall in no way relieve the Contractor of full responsibility for adequacy of the shoring.

When construction is taking place in a public area, the Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches shall be covered at night, on weekends, and during non-working hours.

#### SC-06 CONTROL OF MATERIALS

Attention is directed to Section 6-1.01 of the Standard Specifications.

The Contractor shall comply with Section 6-1.02, "Department-Furnished Materials," of the Standard Specifications and these Special Conditions. The following materials shall be furnished to the Contractor:

**NONE** 

The Contractor shall be responsible for Quality Control. Contractor Quality Control shall comply with 6-2.02 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-2.03 of the Standard Specifications and according to the County's Quality Assurance program.

#### SC-07 LEGAL RELATIONS AND RESPONSIBILITY

#### **Prevailing Wage and Certified Payrolls**

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works,

Construction Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

http://www.dir.ca.gov/DLSR/statistics\_research.html

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The County does not accept Certified Payroll Submittals by electronic filing.

#### Immediate changes:

- Duty to notify DIR when awarding a contract for a public works project, using the online <a href="PWC-100">PWC-100 form</a>. This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.
- Elimination of the obligation to pay DIR for compliance monitoring on state bond-funded projects and other projects that required use of DIR's Compliance Monitoring Unit (CMU). DIR will continue to monitor compliance on these projects but will not charge awarding bodies for any services provided on or after June 20, 2014 [the effective date of SB 854]. The alternative of using a DIR-approved Labor Compliance Program (LCP) or a project labor agreement in lieu of the CMU on one of these projects has also been eliminated. However, for ongoing projects that were using one of the alternatives, monitoring should continue until the project is completed.

#### Phased-in changes:

- I. Public Works Contractor Registration Program
  - All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. The phase-in timetable is as follows:
    - **July 1, 2014:** Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.
    - March 1, 2015: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.
    - **April 1, 2015**: No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.
  - Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.
    - o DIR maintains an up-to-date <u>listing of registered contractors</u>.
    - o There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
    - Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

#### II. NOTICE REQUIREMENTS

- **January 1, 2015:** The call for bids and contract documents must include the following information:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **[To be determined]:** The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

III. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

• All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement is as follows:

**June 20, 2014 [immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

**April 1, 2015**: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.

**January 1, 2016**: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

**Exceptions:** The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

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Ongoing projects that were subject to Labor Compliance Program (LCP) or Compliance Monitoring Unit (CMU) requirements prior to the adoption of SB 854:

Older projects (contract for public work was awarded prior to January 1, 2012): The LCP requirements and alternatives that applied to projects funded by Propositions 47, 55, or 84 and to certain design-build projects *remain in effect*. These monitoring and compliance requirements must continue to be observed through the end of the project, even if the Labor Commissioner starts monitoring the project pursuant to SB 854.

More recent projects (contract for public work was awarded on or after January 1, 2012): All requirements for state bond-funded projects and other design-build and specially authorized projects to use the CMU or a specified alternative *have been repealed*. However, it is important to note the following:

- Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner after; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- Bond funding agencies (such as the State Allocation Board) may still require that awarding bodies
  demonstrate past compliance with DIR requirements in order to qualify for retroactive funding. In
  particular, awarding bodies may need to show that they notified DIR of the project using the PWC100.
- The LCP requirement for past, present, and future projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) *remains in effect*. This LCP requirement must continue to be observed, even if the Labor Commissioner also monitors the project pursuant to SB 854.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### **Apprentices**

The Contractor shall comply with Section 7-1.02K(4) "Apprentices" of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

#### Water Pollution

Water pollution Control shall comply with SP-02, "Water Pollution Control" of the Special Provisions.

#### **Sound Control Requirements**

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

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed there for.

### **Permits**

The Contractor shall conform to the requirements of Section 5-1.20B "Permits, Licenses, Agreement, and Certification" of Standard Specifications and these Special Conditions. The Contractor shall conform to the requirements of:

Permit to Enter for Construction (APN 041-053-005)

Compensation for conforming to the requirements of "Permits" shall be included in the various items of work, and no additional compensation will be allowed.

# Notice and 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.

Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by Article SC-22, Emergencies, and in no event later than twenty four (24) hours after first observance of any:

- a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").

Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

- a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- c. Contractor failed to give the written notice within the time required by this Article.

If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

If County and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this section, Contractor shall proceed with the Work as directed by County and may make a claim as provided in Article SC-16, WORK DISPUTES.

In addition to the parties' other rights under this section, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article SC-16, WORK DISPUTES.

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If exploratory or removal work delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

# **Public Convenience**

Where work is to be performed in residential or commercial driveways, suitable provisions approved by the Engineer shall be made by the Contractor prior to commencing work. The Contractor shall minimize the duration of said blocking and notify the property owners of this need at least forty-eight (48) hours in advance.

Contractor shall provide access to each residential or commercial establishment each evening. No driveway shall be closed over a weekend. No driveway shall be closed for more than a total of eight (8) hours. Where concrete has been removed, a temporary surface shall be placed suitable to provide vehicular access to the property if reconstruction has not been completed by that evening. Access to private property shall be provided at all times during construction except when access must be denied to protect forms or to permit

improvements to be constructed. The County may require grading to the back of the new driveway approach so as to provide adequate access. Such work shall be done at no additional compensation.

# **Public Safety**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Conditions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Conditions:

Approach Speed of Public Traffic Posted Limit Miles Per Hour	Work Areas	
45	Within 6 feet of a traffic lane but not on a traffic lane	
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane	

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to by more than two (2) feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. The near edge of the excavation is 15' or less from the edge of the lane, except:
  - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - ii. Excavations protected by existing barrier or railing.
  - iii. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in depth.
- B. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- C. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).

- D. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- E. Storage Areas. Material or equipment is stored within 12' of the lane and the provisions of the Standard Specifications and these Special Conditions do not otherwise prohibit the storage.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2015 Standard Plan T3A and T3B may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.22, "Temporary Crash Cushion Module" of the Standard Specification.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

# Cooperation

The Contractor shall conform to the requirements of Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Conditions.

Compensation for conforming to the requirements of "Cooperation" shall be included in the various items of work and no additional compensation will be allowed.

# SC-08 PROSECUTION AND PROGRESS

### **Subcontracting**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and SC-2, "Proposal Requirements and Conditions," of these Special Conditions.

Pursuant to the provisions of 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 SC-12 of these Special Conditions. This requirement shall be enforced as follows:

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

### **Prosecution**

The Contractor shall comply with the provisions in Section 8-1.04B, "Standard Start," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

# **Liquidated Damages**

The County will withhold liquidated damages per calendar day as described in Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The actual daily withhold will be determined according to the chart in Section 8-1.10A, "General" of the Standard Specifications.

The amount specified may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

# **Preconstruction Conference**

Prior to the issuance of the Notice to Proceed, a pre-construction conference shall be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, 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 representative at this conference shall include all major superintendents for the work and may include subcontractors.

All work within the channel shall be completed between November 1 and February 15. The N/A has reserved the right, by agreement, to give forty eight (48) hour notice and flood the channel after February 15. This provision is exercised only in drought conditions. The CONTRACTOR is encouraged to accelerate his schedule to complete in channel work by February 15. However, the CONTRACTOR is at liberty to communicate with N/A, to receive potential updates on the possibility of flooding of the channel by February 15, and adjust the project schedule accordingly. All irrigation line work shall be completed by February 15. The liquidated damage clause will be exercised for non-completion of irrigation line work by February 15.

# SC-09 MEASUREMENT AND PAYMENT

# **Payment**

The County makes contract payments according to Section 9, "Payment" of the Standard Specifications.

### Withholds

The County may withhold payment for noncompliance per Section 9-1.16E, "Witholds" of the Standard Specifications.

# **Progress Payments**

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

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

# **NONE**

After acceptance of the contract pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

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

# **Withholding of Retention Monies**

Pursuant to and in accordance with the provisions of Public Contract Code Section 20146, the County shall retain 5 percent of the estimated value of the work done and 5 percent 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.

# **Payment of Withheld Funds**

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

# **Final Payment and Claims**

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

# SC-10 GEOTECHNICAL DATA AND EXISTING CONDITIONS

The following geotechnical data and existing conditions data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

Initial Site Assessment by Crawford & Associates, Inc dated February 14, 2017

# SC-11 SITE DATA

The following site data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

Initial Site Assessment by Crawford & Associates, Inc dated February 14, 2017

# SC-12 FEDERAL AID CONSTRUCTION CONTRACTS

The Contractors attention is directed to the following Federal Requirements for Federal-Aid Construction Projects:

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

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.

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 that \$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 or this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The bidder shall complete the Disclosure of Lobbying Activities form included in Part III, "Proposal" which shall be submitted with its bid.

# **Federal Lobbying Restrictions**

Section 1352, Title 21, United States Code prohibits Federal funds being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purpose in connection with this Federalaid 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:

A cumulative increase if \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

# **Disadvantaged Business Enterprise (DBE)**

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

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

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

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

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

Meet the DBE goal shown in the Invitation to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

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

http://www.dot.ca.gov/hq/bep/find\_certified.htm

All DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

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

- 1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- 3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

# **DBE Commitment Submittal**

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

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

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

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

# **Good Faith Efforts Submittal**

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

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

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

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

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

# Subcontractor and disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

- 1. Notify the Engineer of any changes to its anticipated DBE participation
- 2. Provide this notification before starting the affected work
- 3. Maintain records including:
  - a. Name and business address of each 1<sup>st</sup>-tier subcontractor
  - b. Name and business address of each DBE subcontractor, DBE vendor, and DBE Trucking company, regardless of tier
  - c. Date of payment and total amount paid to each business

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

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

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

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

# **Performance of Disadvantaged Business Enterprises**

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

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

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

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

- 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
- 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7. Listed DBE becomes bankrupt or insolvent.
- 8. Listed DBE voluntarily withdraws with written notice from the Contract.
- 9. Listed DBE is ineligible to receive credit for the type of work required.
- 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- 11. Agency determines other documented good cause.

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

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

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

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

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

# **Buy America Requirements**

Furnish steel and iron materials to be incorporated into the work with certificate of compliance. 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.

# **Prompt Payment of Withheld Funds 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 all subcontractors within 30 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 to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions 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.

# Female and Minority Goals

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

- 1. The nationwide goal for female utilization is 6.9 percent.
- 2. The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] in Stanislaus County is 12.3%.

For each July during which work is performed under the contract, the 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<sup>th</sup>.

# **Federal Trainee Program**

Not applicable.

# **Title VI Assurances**

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:

 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.

- 2. <u>Nondiscrimination</u>: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3. <u>Solicitations for Sub-agreements, Including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- 6. <u>Incorporation of Provisions</u>: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

Maintain records and submit reports documenting your performance under this section.

# **Required Federal Contract Provisions**

See the following pages for provisions.

FHWA-1273 -- Revised May 1, 2012

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- Nondiscrimination
- Nonsegregated Facilities
- Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract Safety: Accident Prevention
- False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for XI. Lobbying
- Cargo Preference Act 1954 (CPA)

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

 Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services purchase orders, rental agreements and other agreements for supplies or services). 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 bid proposal or request for proposal 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).

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

- 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.
- 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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230. 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.
- 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, 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."

- 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 who 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.
- 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, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure 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).
- 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. 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, 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, 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.

- 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 there under. 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, 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 and suppliers and lessors of their EEO obligations under this contract.
- The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor 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 contracting agency deems appropriate.
- 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:
- The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <u>Form FHWA-1391</u>. 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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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 federallyassisted 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

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 at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 property 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 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

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. 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.

- 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.
- 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.
- 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.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.
- a. By entering into this contract, the contractor certifies that neither it (nor 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).
- 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

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.
- 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 of \$10 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.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 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" 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:
- 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.
- 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. 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.

 The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### 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 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.
- 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 subcontract or 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 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).
- 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 falisification, 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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
   That the contractor agrees to include or cause to be
- That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, buccontracts, 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.

- 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.

- 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.
- 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
- 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 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee 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 grantee or subgrantee 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.
- 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.
- 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. 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 Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

- 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.

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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) 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;
- (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; 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.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 2. 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)

- a. By signing and submitting this proposal, the prospective lower tier 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.
- 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 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 grantee or
  subgrantee 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 grantee or subgrantee 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.
- 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.
- 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 Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- 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.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

- 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. CARGO PREFERENCE ACT OF 1954(CPA)

The provisions of this section related to 46 CFR 381.7(a) (1, 2) & 381.7 (b) (1, 2, 3) applies to federally funded highway construction projects. This requirement applies to materials or equipment acquired for specific Federal—aid Highway projects. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

- (a) Agreement Clauses. "Use of United States-flag
  - "(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
  - "(2) 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 (a)(1) of this section shall be furnished 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."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor
  - "(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 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 Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

    "(3) To insert the substance of the provisions of
  - "(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

### ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

 The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# SC-13 BLANK

# SC-14 BONDS

At or before the date indicated in Part II – INFORMATION TO BIDDERS, Contractor shall file with County the following bonds:

- a. Corporate surety bond, in the form of Construction Performance Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
- b. Corporate surety bond, in the form of Construction Labor and Material Payment Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Sureties shall be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of [A,VII] or better in termination of the contract.

# SC-15 INSURANCE

Contractor shall comply with the insurance requirements included in the Exhibit B "Insurance Requirements for Construction Contracts" of Part III - Proposal.

In addition to the requirements of Exhibit B, the Contractor shall provide Railroad Protective Liability Insurance and comply with the insurance requirements of Burlington Northern Santa Fe Railway (BNSF) as noted on the following agreements:

BNSF - Grade Crossing Signal and Surface Installation Agreement

BNSF – License for Electric Supply Line Across or Along Railway Property

# SC-16 WORK DISPUTES

All disputes shall comply with the provisions of Assembly Bill No. 626 (an act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts. Approved by the Governor: September 29, 2016) and requirements set forth in section 5-1.43, "Potential Claim and Dispute Resolution," of the Standard Specifications.

# SC-17 ALTERATIONS AND MODIFICATIONS

The County reserves the right to make changes to the plans and specifications in accordance with section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

# SC-18 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES

In case of discovery by Contractor of conflict, discrepancies, errors, or omissions among the various Contract Documents the matter shall be submitted in writing by Contractor to Engineer for clarification. Any work affected by Contractor prior to clarification by Engineer shall be at Contractor's risk.

# SC-19 DIFFERING SITE CONDITIONS

See Section 4-1.06, "Differing Site Conditions" of the Standard Specifications.

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by Article SC-22, Emergencies, and in no event later than seven (7) days after first observance of:

- a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, or
- c. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

# SC-20 BLANK

# SC-21 TIME ADJUSTMENT AND ENTITLEMENTS FOR DELAYS

Contractor may receive a time extension and be compensated for delays caused directly and solely by the County. Submit an RFI per 8-1.07, "Delays" of the Standard Specifications.

All delay related time adjustments shall be per Section 8-1.07B, "Time Adjustments" of the Standard Specifications.

All delay related payment adjustments shall be per Section 8-1.07C, "Payment Adjustment" of the Standard Specifications.

# SC-22 EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

# SC-23 WORKING DAYS AND LEGAL HOLIDAYS

County will provide inspectors during work days at no cost to the Contractor. Work days shall be defined as hours between 7 a.m. and 5 p.m. any day Monday through Friday of any week, excluding the following legal holidays:

New Year's Day, January 1
Martin Luther King Day, January, third Monday
President's Day, February, third Monday
Memorial Day, May, last Monday
Independence Day, July 4
Labor Day, September, first Monday
Veteran's Day, November 11
Thanksgiving Day, November, fourth Thursday
Friday after Thanksgiving Day
Christmas Eve, 1PM -5PM
Christmas Day, December 25

If the Contractor elects to schedule work outside normal hours of work, the Contractor shall request the additional days or hours at least forty-eight (48) hours prior to the work. No work shall be done outside of the normal working hours, without the prior consent of the County. The Contractor shall be responsible for payment to the County for providing inspectors for those days or hours. Inspector costs shall be the full reimbursable rate established by the County. Rates will be available to the Contractor at the pre-construction meeting if requested.

# SC-24 SUBMITTALS

Each submittal should meet the requirements of Section 5-1.23, "Submittals" of the Standard Specification and these Special Conditions.

Each Submittal must include:

- 1. Contract Number.
- 2. Designation as an "Action" or "Informational" Submittal
- 3. Sequential submittal number
- 4. A concise description of the material or item submitted
- 5. Be referenced to the bid item and Specification section

Submittals may be rejected if they are missing required information or do not meet the requirements of the Specification.

# SC-25 PROGRESS REPORTS

The Contractor shall submit daily Progress Reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at <a href="www.virtual-pm.com">www.virtual-pm.com</a> managed by the County. This web site, VPM, will be used exclusively by job site foreman to record daily progress, problems, additions/deletions and or request change orders for review by engineer/inspector and Project Manager. Requires a digital camera and daily use of computer and Internet access by job site supervisor.

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

# PART VI – SPECIAL PROVISIONS

# SP-01 ORDER OF WORK

Attention is directed to Section 7-1.04, "Public Safety," of the Standard Specifications.

The contractor shall submit a Storm Water Pollution Prevention Plan and schedule for approval, prior to beginning the contract work.

The contractor must submit a Staging Plan and a Traffic Control Plan for review and approval by the Engineer. Construction staging is to occur within the County Right-of-Way. The Staging Plan and Traffic Control Plan must be approved prior to commencement of construction activities.

The contractor shall submit a Lead Compliance Plan for review and approval by the Engineer prior to removal of any striping.

The contractor shall commence construction with the Notice to Proceed and prioritize work to complete the reconstruction of the Turlock Irrigation District (T.I.D.) irrigation as soon as possible. Contractor shall contact T.I.D. irrigation to schedule the removal and replacement of the irrigation line and submit the irrigation pipe, fittings and appurtenances for approval.

The contractor shall notify the adjacent residents of the project in writing 48 hours in advance. The written notice shall include the time and date the road work may affect the residents. The contractor shall submit to the Engineer a sample of the notification flyer for review and approval prior to distribution to the residents. Contractor shall adjust work schedule to accommodate the residents waste pickup days.

All driveways shall remain open during construction.

Contractor shall pull all electrical wires for signal and lighting prior to placing final lift of pavement.

The Contractor shall raise all frames, covers, existing survey monuments, manholes, water valves, and grates and other facilities to finished grade.

The final order of work is to place all permanent traffic striping and pavement markings.

# SP-02 WATER POLLUTION CONTROL (WPC)

# **GENERAL**

# Summary

Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit." Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown:

- 1) Identify a Qualified SWPPP Practitioner (QSP). The QSP is responsible for all inspections; maintenance and repair of BMPs, and sampling activities at the project location.
- 2) Prepare a Storm Water Pollution Prevention Plan (SWPPP). SWPPP preparation must be by a Qualified SWPPP Developer (QSD) and includes obtaining SWPPP approval, amending the SWPPP, preparing a Construction Site Monitoring Program (CSMP), and monitoring and inspecting Best Management Practices (BMPs) at the job site.
- 3) Prepare Storm Water Annual Reports. Storm Water Annual Report preparation includes certifications, training, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
- 4) Perform Storm Water Sampling and Analysis. Storm water sampling and analysis includes the testing of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
- 5) Prepare Rain Event Action Plan. If specified for the risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

# Do not start field work until:

- 1. SWPPP is approved by the County and,
- 2. All Permit Registration Documents (PRDs) have been uploaded onto SMARTS and a WDID is issued; and
- 3. A QSP has been assigned to the project and has been identified to the County.

This project is Risk Level 1.

# **Submittals**

Within 20 days after contract approval, start the following process for SWPPP approval:

- 1. Submit 2 copies of the SWPPP and allow 20 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
- 2. Change and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
- 3. When the County approves the SWPPP, submit an electronic pdf copy and 3 printed copies of the approved SWPPP.
- 4. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

# Submit:

- 1. Storm water training records including training dates and subjects for employees and subcontractors. Include dates and subjects for ongoing training, including tailgate meetings.
- 2. Employee training records:
  - a. Within 5 days of SWPPP approval for existing employees
  - b. Within 5 days of training for new employees
  - c. At least 5 days before subcontractors start work for subcontractor's employees
- 3. Within 24 hours of completing an inspection report or visual monitoring report, submit as an informational submittal.
- 4. REAP as needed, 48 hours prior to a likely precipitation event.

All submittals required by this Special Provision shall be submitted by one electronic pdf copy and 2 printed copies, unless otherwise specified.

Submit documentation for the Storm Water Annual Report as needed for the site risk level. Submit all documentation for the Annual report no later than the first business day in August or within 15 days of contract acceptance if construction ends before July 1<sup>st</sup>. Submittal and approval of Annual report documentation will be considered a controlling operation of work until acceptable Annual report information is received.

# **Quality Control and Assurance Training**

Provide Storm Water Training for;

- 1) Project Managers;
- 2) Supervisory Personnel;
- 3) Employees involved with BMP work and/or inspections.

Train all employees, including subcontractor's employees, in the following topics:

- 1) BMP rules and regulations
- 2) Implementation and maintenance for
  - a. Temporary Soil Stabilization
  - b. Temporary Sediment Control
  - c. Tracking Control
  - d. Wind Erosion Control
  - e. Material pollution prevention and control
  - f. Waste Management
  - g. Non-stormwater management
  - h. Identifying and handling hazardous substances
  - i. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial BMP training before working on the job site. Conduct weekly training meeting covering:

- 1) BMP deficiencies and corrective actions;
- 2) BMPs that are required for work activities during the week;
- 3) Spill prevention and control;
- 4) Material delivery, storage, use, and disposal;
- 5) Waste management;
- 6) Non-storm water management procedures.

# **Qualified SWPPP Practitioner**

Assign one QSP to implement the SWPPP. The QSP must comply with the Permit qualifications for a QSP.

At the job site, the QSP must:

1) Be responsible for BMP work;

- 2) Be the primary contact for BMP work;
- 3) Oversee the maintenance of BMP practices;
- 4) Oversee and enforce hazardous waste management practices;
- 5) Have the authority to mobilize crews to make immediate repairs to BMP practices;
- 6) Ensure that all employees have current water pollution control training;
- 7) Implement the approved SWPPP;
- 8) Perform inspections of BMP practices identified in the SWPPP;
- 9) Perform inspections and reports for visual monitoring;
- 10) Prepare and implement the REAPs;
- 11) Sampling and analysis; and
- 12) Preparation and submittal of:
  - a. NAL Exceedance Reports
  - b. SWPPP Annual Certification
  - c. Annual Report Documents
  - d. BMP status reports

Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-Certified Laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

The CSMP must identify the State-Certified Laboratory, type of test equipment to be used for field sampling (pH pen and turbidity meter), sample containers, preservation requirements, holding times, and analysis methods. For a list of state-certified laboratories, go to:

https://www.waterboards.ca.gov/drinking water/certlic/labs/

# **Qualified SWPPP Developer (QSD)**

Identify the QSD responsible for the SWPPP preparation and any amendments or revisions. The QSD must comply with the Permit qualifications for a QSD.

The QSD must amend the SWPPP if:

- 1) Changes in work activities could affect the discharge of pollutants;
- 2) BMP practices are added;
- 3) Changes in the amount of disturbed soil are substantial;
- 4) Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved; or
- 5) There is a Permit violation.

The County will review all amendments or revisions to the SWPPP.

Whenever you amend the SWPPP, follow the same process specified for SWPPP approval. Retain a printed copy of the approved SWPPP at the job site.

# **Implementation Requirements**

Obtain, install, and maintain a rain gauge at the job site or use a public available weather station. Observe and record daily precipitation. It is the contractor's responsibility to provide daily storm water data, even if the public weather system is not functional.

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

http://www.weather.gov/forecastmaps

Continue SWPPP and REAP implementation during any temporary suspension of work activities.

# **Payment**

The contract lump sum price paid for "Water Pollution Control" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in preparing, obtaining approval of, and amending the SWPPP and CSMP, inspecting water pollution control practices, installing and maintaining BMP's, preparing and submitting of a REAP, and preparation, collection, analysis and reporting of Storm Water samples as specified in the Standard Specifications and these special provisions, and as directed by the County and submitting annual report documentation.

Payment for Water Pollution Control will be made as follows:

- 1. After the Engineer approves the SWPPP, the County will include 50 percent of the Bid Item price in the monthly progress payment.
- 2. 40 percent of the Bid Item price will be paid over the life of the contract.
- 3. After contract acceptance and approval of the Annual Report, the County will pay the remaining 10 percent.

# **Deficiency Correction**

Whenever the contractor receives a Notice to Correct or the County identifies a deficiency in the implementation of the approved SWPPP, the contractor is required to:

- 1) Correct the deficiency immediately, unless the County agrees to a later date for making the correction; and
- 2) Correct the deficiency before precipitation occurs.

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the County may correct the deficiency and deduct the cost of correcting the deficiency from payment. The contractor will be back billed for the time and materials (+10%) to correct all deficiencies.

If the contractor receives a Notice of Violation, the County will allow 24 hours for the violation to be corrected. If the violation is not corrected, the County will take action and correct the deficiency. The contractor will be back billed for the time and materials (+10%) to correct all deficiencies.

For each failure to submit completed Storm Water Annual Report Documents, preparation of a REAP, inspect or monitor a qualifying discharge event, or correct a Notice of Violation by the

due date the County will withhold payments per Section 9-1.16E(3) "Performance Failure Withholds" of the Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

# SP-03 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

# SP-04 EXISTING FACILITIES

Work involving existing property and facilities shall conform to Section 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

Prior to construction, the contractor shall locate all survey monuments, utility boxes, manhole covers, etc., and establish swing ties or temporary markers.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground facility. Regional notification centers include, but are not limited to, the following:

Underground Service Alert Northern California (USA) 811, or 1-800-227-2600

# SP-05 DUST CONTROL

Dust Control work shall conform to Section 10-5 "Dust Control" of the Standard Specifications.

Full compensation for performing all work associated with "Dust Control" shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

# SP-06 MOBILIZATION

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

Full compensation for performing all work associated with "Mobilization" shall be considered as included in the contract price paid for **Mobilization**, and no additional compensation will be allowed.

# SP-07 TEMPORARY TRAFFIC CONTROL

Flagging (including Railroad Flagging), construction area signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

The following closures are allowed:

Lane Closure Chart			
Road Segment	Type of Work	Closure Type	<b>Duration Allowed</b>
Santa Fe Avenue (Northeast Leg)	Pavement Reconstruction & Irrigation Line Replacement	Full Closure with Detour	5 Days
Santa Fe Avenue (Southwest Leg)	Pavement Reconstruction	Full Closure with Detour	5 Days
Geer Road		Lane Closures only using Flaggers	

Traffic Control Systems and construction area traffic control devices shall be in accordance with the current California Manual on Uniform Traffic Control Devices. The traffic control system for lane closures and full closures shall be in accordance with Standard Plans T-11, T-12 and T-13.

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

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

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," of the Standard Specifications and to the provisions in "Public Safety" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor shall provide pilot cars to maintain traffic as needed during lane closures.

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

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulder.

A minimum of one paved traffic lane each direction, not less than twelve (12) feet wide, shall be open for use by public traffic at all times unless controlled by "Flagging" or specified otherwise. When construction operations are not actively in progress, not less than one lane in each direction shall be open to public traffic.

In the event a temporary road, ramp or driveway closure is necessary, the Contractor shall give the property owners and business owners 48 hours advance notice prior to closure.

Advance warning signs if any shall be furnished, installed and maintained by the Contractor. The Contractor shall submit traffic control plans. Said plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation. The Contractor is to maintain traffic on Santa Fe Ave and Geer Road at all times, except as noted.

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

When lane closures are made for work periods only, at the end of each work period, all components of the Traffic Control System, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project.

Full compensation for furnishing all labor (including railroad flagging costs), materials, tools, equipment and incidentals, for preparing and submitting lane closure plans and for doing all work involved in maintaining traffic, including maintaining the roadbed in a smooth and even condition for passage of public traffic, furnishing, installing, and maintaining such signs, lights, flares necessary to expedite passage of public traffic through or around the work, and providing pilot cars as needed, all as specified in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and as directed by the Engineer will be considered as included in the contract lump sum price paid for **Temporary Traffic Control,** and no additional compensation will be allowed.

#### SP-08 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the Manual of Uniform Traffic Control Devices published by State of California Department of Transportation, or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

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

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 calendar days. Prior to the end of the 14 calendar days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 calendar days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

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

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

Full compensation for furnishing, placing, maintaining, and removing temporary pavement delineation, including temporary raised pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required, shall be considered as included in the contract price paid for **Temporary Pavement Delineation**, and no additional compensation will be allowed.

#### SP-09 WATERING

Watering must comply with Section 10-6 "Watering" of the Standard Specifications and these Special Provisions. The Contractor shall be responsible for developing a water supply and furnishing all water required for the work. Water must be non-potable.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with watering and dust control all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

# SP-10 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provision in Section 17-2, "Clearing and Grubbing," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

It shall be the contractor's responsibility to remove all obstructions within the right of way which interfere with the work shown on the drawings. The location of the obstructions shown on the plans is figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

All improvements remaining either wholly or partially within the right of way that interfere with the work, including, but not limited to, retaining walls, footings, walks, curbs, paving, AC dike, and slabs above ground, trees, stumps, roots, tree trimming, orchard and landscaping irrigation pipes, valves and hose bibs shall be demolished and removed as part of the work included under clearing and grubbing.

The Contract lump sum price for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with clearing and

grubbing and no additional compensation will be allowed.

When the contract does not include a contract pay item for clearing and grubbing as specified above, full compensation for any necessary clearing and grubbing required to perform the construction operations specified shall be considered as included in the prices paid for the contract items of work requiring **Clearing and Grubbing** and no additional compensation will be allowed.

# **SP-11 REMOVE ROADSIDE SIGNS**

Removing Road Signs shall conform to the provisions in Section 82-9, "Existing Roadside Signs and Markers" of the Standard Specifications and these Special Provisions. Contractor shall remove roadside signs from the project and deliver to the County maintenance yard at:

Stanislaus County Department of Public Work 1716 Morgan Road Modesto, CA 95358 Contact: Jayne Sissle

Phone Number: (209)-525-4130

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with removing roadside sign all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Remove Roadside Signs** and no additional compensation will be allowed.

#### SP-12 REMOVE POLES & SALVAGE FLASHING BEACON WARNING SYSTEM

Contractor shall remove poles and salvage flashing warning light from the project and deliver to the County maintenance yard at:

Stanislaus County Department of Public Work 1716 Morgan Road Modesto, CA 95358 Contact: Jayne Sissle

Phone Number: (209)-525-4130

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with remove flashing beacon system all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Remove Poles & Salvage Flashing Beacon System** and no additional compensation will be allowed.

# SP-13 UTILITY COORDINATION

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

- 1. Verified by a representative of the utility company
- 2. Allowing at least the time shown for the utility owner to complete its work

**Utility Relocation and Contractor-Arranged Time for the Relocation** 

Utility	Utility address	Location	Days
PG&E	4040 West Lane,	Gas Valve	30 days
Paul Senisbaugh III	Bldg 9	Adjustment and to	-
	Stockton, CA 95204	Relocate a Smart	
	,	Meter Relay Pole	

#### SP-14 MILLING OF EXISTING UNREINFORCED PCC PAVEMENT

Work shall consist of milling the existing unreinforced PCC pavement and relaying or stockpiling the milled material for use in construction of the new FDR base section. Before the milling process begins the existing asphalt concrete must be pre-pulverized to expose the existing Portland cement concrete section.

The PCC pavement shall be milled to the full depth of the existing PCC slab. PCC shall be milled so that 95 percent of the material passes a 2-inch sieve.

Payment will be made at the unit price per square foot of Milling of Existing Unreinforced PCC Pavement. Unit price includes, but is not limited to, milling of PCC pavement; pre-pulverizing the existing AC pavement; furnishing water; relaying the milled material or stockpiling, and removal of debris or oversize material. No deduction will be made for manholes, storm sewer intakes, valve boxes, or other structures. PCC containing reinforcing steel shall be removed and disposed off-site at the unit price per square foot of reinforced PCC milling.

# SP-15 REMOVE CONCRETE PAVEMENT AND BASE

Removing concrete pavement and base shall conform to the provisions in Section 41-11, "Remove Concrete Pavement and Base" of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor materials, tools, equipment and incidentals for doing all work involved with removing concrete pavement and base all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price per cubic yard of **Remove Concrete Pavement and Base** and no additional compensation will be allowed.

#### SP-16 REMOVE PIPE

Remove and dispose of existing irrigation pipe and facilities shall conform in accordance with the provisions in Section 20-10.02C(4), "Remove Irrigation Facilities" of the Standard Specifications and these Special Provisions. Removal of pipe shall also include the removal of any connections, elbows, couplings, fittings, collars, or any other hardware associated with the pipe.

Do not abandon existing irrigation facilities in place.

Contractor to contact Turlock Irrigation District (T.I.D.) Todd Troglin at 209-883-8367 prior to removal and reconstruction.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing irrigation facilities and various works shall be considered as included in the contract unit price paid for **Remove Pipe** and no additional compensation will be allowed.

#### SP-17 REMOVE AND REPLACE MAILBOX

The Contractor shall temporarily relocate existing mailboxes, including joint/gang and private mailboxes, which interfere with construction operations. Existing mailboxes shall be accessible for delivery at all times. Existing mailboxes shall either be installed on posts set in the ground or installed on temporary supports approved by the engineer.

When construction is complete, Contractor to coordinate with the affected owner(s) or as directed by the Engineer to install new mailbox in final position on posts or supports equivalent to the original.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all

work involved with removing existing mailboxes as necessary and for furnishing new posts, planks and hardware as necessary to reset the mailboxes, shall be considered as included in the contract price paid for **Remove & Replace Mailbox** and no additional compensation will be allowed.

#### SP-18 COLD PLANE ASPHALT CONCRETE

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans as a grind.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the construction detail plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place and shall be the entire width of the area to be surfaced.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 5-1.20B of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing

all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions shall be included in the contract unit price paid for **Cold Plane Asphalt Concrete** and no additional compensation will be allowed.

#### SP-19 ROADWAY EXCAVATION

Earthwork shall conform to the applicable requirements of Section 19, "Earthwork," of the Standard Specifications, except as herein provided.

The contractor shall excavate only as much trench as can effectively backfilled in the same day. All trenches in the roadway area shall be paved with temporary paving the same day the pavement cut is made. All trenches shall be backfilled so that traffic can cross at the close of each days work or protected to the satisfaction of the Engineer. There shall be no open trench left in the roadway area after normal working hours.

Material Testing shall be per SC-6, "Control of Materials" of the Special Conditions.

Street embankments and cut areas shall be graded and compacted as described in this Section. After all utilities and storm sewers have been installed, the subgrade shall be fine graded and restored to required grade, and then proof-rolled, utilizing a fully loaded tandem axle truck having a gross weight not less than 40,000 pounds and with the tires inflated to not less than 70 psi.

The quantities of structure excavation and structure backfill involved in excavation and backfilling pipe and other structures as shown on the Plans shall be considered included in the unit prices paid for the various items of work for which it applies and no separate payment will be made therefore.

Full compensation for Earthwork necessary for construction of Concrete Structures and Miscellaneous Concrete Construction shall be considered as included in the cost of the contract items for which it is related and no additional compensation will be allowed therefore.

The price paid for **Roadway Excavation** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, grading roadway ditch, embankment, transporting, filling, compacting and disposing of material, including filling between the back of walk and right of way, proof rolling, earthwork required for construction of asphalt concrete paving, concrete facilities, and roadway drainage as shown on the Plans and as specified in these Special Provisions shall be considered as included in the contract price paid for the **Roadway Excavation** (**F**) and no separate payment will be made therefore.

The quantity of Roadway Excavation shall be considered a final pay quantity as per Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

## SP-20 SHOULDER BACKING

Shoulder backing must comply with Section 19-9, "Shoulder Backing" of the Standard Specifications and these special provisions.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.02, "Measurement," of the Standard Specifications, except that the weight of water in the aggregate will not be determined and no deduction will be made from the weight of material delivered to the work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Shoulder Backing**, and no additional compensation will be allowed.

#### SP-21 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate Base shall be Class 2.

Aggregate Base will be paid by the ton per Section 9 "Payment" and Section 26-1.04 "Payment" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Aggregate Base**, and no additional compensation will be allowed.

# SP-22 FULL DEPTH RECLAMATION – CEMENT (FDR-C)

#### **GENERAL**

## **Summary**

Section 30-4 includes specifications for constructing a subgrade using full-depth reclamation-cement (FDR-C). Before the FDR-C process begins the existing asphalt concrete must be pre-pulverized to allow the existing Portland cement concrete layer to be milled.

#### FDR-C consists of:

- 1. Resurvey the roadway section(s) to create digital model to be used during finished grading
- 2. Pulverizing any existing asphalt concrete (AC) and milling any Portland cement concrete (PCC) pavement sections
- 3. Thoroughly blending any pulverized AC, milled PCC, aggregate base, subgrade soil and, if specified, supplementary aggregate, to the specified treatment depth
- 4. Thoroughly mixing the blended material with water and cement
- 5. Compacting and grading the mixture
- 6. Curing the compacted mixture
- 7. Finished FDR section grades to be done by grading equipment with GPS sensors

## **Related Documents and sections**

- 1. Geotechnical Report for Santa Fe Avenue and Geer Road Intersection Improvements Project, prepared by Crawford & Associates, Inc., dated: August 8, 2017
- 2. Sections 8.1, 8.2, and 8.4.
- 3. ASTM Testing Methods (latest revisions):
  - 3.1 ASTM C136
  - 3.2 ASTM C150

- 3.3 ASTM D1557
- 3.4 ASTM D1633
- 3.5 ASTM D2216
- 3.6 ASTM D6938
- 4. Caltrans Testing Methods (latestrevisions)
  - 4.1 CT 373
  - 4.2 CT 417
  - 4.3 CT 422

#### **Definitions**

Cement: Type II/V portland cement for general use specified in ASTM C150

**Spreader:** Motorized vane fed spreader which can control cement application rate to measure lbs/ft<sup>2</sup> ±5% **Mixer:** Cross-shafted mixer with a mixing depth of 1.5 feet and capable of controlled introduction of water

**Drop Pan:** Rectangular metal box with minimum area of 3 square feet and height which allow passage of spreader

**Optimum Moisture:** Moisture content associated with maximum dry density determined by ASTM D1557

**Relative Compaction:** In-place compacted dry density divided by ASTM D1557 maximum dry density. **Unconfined Compressive Strength:** Strength determined from ASTM D1633, Method A, using a 7-day oven cure per CT 373 H(2), (3). For curing only, test specimen must by tightly wrapped with two layers of plastic with minimum thickness of 4-mil, seal all seams with duct tape to prevent moisture loss.

#### **Submittals**

#### **Products**

At least 20 days prior to work, submit product data and certificates of compliance for all materials proposed under this section.

Mix Design

After review of the Owner's mix design, the Contractor may either concur with the design or submit a mix design to optimize the cement content or adjust materials. Any proposed mix design must be submitted for approval at least 20 days before the start of work. Each mix design submittal must be signed and sealed by a civil or geotechnical engineer who is registered in the State of California.

Each mix design submittal must include:

- 1. Area represented by sample by stationing
- 2. Gradation of mixture before addition of cement
- 3. Cement content percentage by dry weight
- 4. Maximum dry density and optimum moisture of FDR-C mix
- 5. Mixing moisture and relative compaction of test specimens
- 6. Unconfined compressive strength of test specimens (3 minimum)
- 7. Completed test results, with time at start of mixing, compaction, oven-curing and compression testing and any worksheets, photographs and graphs

# **Quality Control and Assurance**

Quality Assurance

- 1. The Owner will employ and pay for the services of an independent testing laboratory to perform testing to verify compliance with the contract documents.
- 2. Daily testing of the constructed materials and work of the Contractor will be made during construction
- 3. Cement application rate, mixing uniformity, mixing depth, moisture and relative compaction tests will be made at locations determined by the Owner's representative. When tests indicated the specified requirements have not been achieved or work has not been performed within the allowable time, that portion of the work shall be reworked until the specified requirements have been attained.
- 4. Relative compaction will be determined based on dry density using the maximum dry density at optimum moisture content determined by ASTM D1557. Compacted field inplace density and moisture will be determined by ASTM D6938. Mixing moisture, and nuclear gauge or direct source heating (ASTM D4959) moisture content corrections will be made periodically by ASTM D2216.
- 5. The uniformity of the mix and mixing depth will be confirmed by visual observation and sprayed phenolphthalein alcohol indicator solution.
- 6. The Contractor will resurvey the roadway segment(s) and create their own digital model. Finished FDR grades to be confirmed by grading equipment with GPS sensors referencing the digital model to meet design roadway section elevations.

# Field Quality Control, Sampling and Testing

- 1. The Owner will retain the services of an independent testing agency to perform field quality control testing.
- 2. The testing agency shall perform sampling and testing, as a minimum, in accordance with the following table. Additional testing may be performed as necessitated by field conditions or as determined by the Owner's representative.

#### **Quality Control Testing Requirements**

Quality Characteristic	Tested Metho	Minimum Frequency	Sampling Location
Water Sulfates (ppm)	CT 417 <sup>a</sup>	1 per source	Source
Water Chlorides (ppm)	CT 422 <sup>a</sup>	1 per source	Source
Maximum Dry Density (pcf)	ASTM D1557 <sup>b, c, f</sup>	60,000 ft <sup>2</sup>	Loose Completed Mix
In-Place Dry Density (pcf)	ASTM D6938 <sup>d</sup>	7,500 ft <sup>2</sup>	Compacted Mix
In-Place Dry Moisture (%)	ASTM D6938 <sup>d</sup>	7,500 ft <sup>2</sup>	Compacted Mix
Moisture Bias (%)	oisture Bias (%)  ASTM D2216 <sup>e</sup>		ASTM D6938 and Composite Moisture

Composite Mix Moisture (%)	ASTM D2216 b, f or ASTM D4959	15,000 ft <sup>2</sup>	Loose Completed Mix
Cement Application (lbs/ft²)	Drop Pan <sup>g</sup>	60,000 ft <sup>2</sup>	Working Spread
Mix Thickness Verification (in)	Phenolphthalein <sup>h,i</sup>	15,000 ft <sup>2</sup>	Loose Completed Mix
Mix Uniformity	Visual and Phenolphthaelein <sup>i</sup>	15,000 ft <sup>2</sup>	Loose Completed Mix

<sup>&</sup>lt;sup>a</sup> Only required for non-potable water sources

## Acceptance Criteria

# FDR Acceptance shall be based on:

1. Compliance with the quality characteristics shown in the following table

**FDR-C** Acceptance Criteria

1	
Quality Characteristic	Requirement
Cement Application (lb/ft <sup>2</sup> )	Mix Design (-5%, +10%)
Relative Compaction (min)	95%
Moisture Content (min)	4% above optimum
Thickness (ft)	Design (-0.05', +0.10')

- 2. Visual inspection of the following:
  - 2.1 Uniformity of soil/cement mix
  - 2.2 Segregation, raveling or loose material
  - 2.3 Uniform surface texture and consistency
- 3. Finish grade  $\pm 0.05$  foot of design and within 0.05 foot of bottom edge of a 12-foot straight edge.

<sup>&</sup>lt;sup>b</sup> Sample immediately after mixing is completed

<sup>&</sup>lt;sup>c</sup> Test to be completed within 2 hours of sampling

<sup>&</sup>lt;sup>d</sup> If lift thickness exceeds 1-foot, at least one-third of tests shall be a depth of 0.5 foot to designated treatment depth

<sup>&</sup>lt;sup>e</sup> For bias to nuclear gauge, test at beginning of each work week on sample obtained from ASTM D6938 test location. For bias to direct heat source, test on composite sample of loose mix

f Direct heat source must have temperature control to allow for repeatable procedure

<sup>&</sup>lt;sup>g</sup> At least one test per day

h Initial thickness verification to be taken in loose mix and at the same location in compacted mix to provide correlation for required loose mix thickness to result in specified compacted mix thickness. At least one comparison between loose and compacted mix thickness shall be made at the beginning of each work week or with any change to mixing and/or compaction procedures.

<sup>&</sup>lt;sup>1</sup> At least two per day (one beginning of shift and one at mid-shift), thickness and uniformity at same location.

#### **MATERIALS**

#### Cement

Cement must be normal Type II/V portland cement for general use as specified in ASTM C150.

#### Water

If available, potable water shall be used for mixing the FDR-C. The Engineer shall be notified if a water source other than potable water is to be used. Water, other than potable water, shall:

- 1. Contain no more than 500 ppm chlorides as Cl and no more than 1000 ppm sulfates as SO4.
- 2. Not contain an amount of impurities that will cause a reduction in the strength of the FDR-C.

Prior to approval of a non-potable water source, a mix design shall be submitted which utilizes the non-potable water source.

## Supplemental Aggregate/Soil

Any aggregate or soil proposed to supplement the on-site asphalt concrete, aggregate base, aggregate subbase, or subgrade within the specified treatment depth shall be free of organics or deleterious matter. A mix design shall be provided, which utilized the supplemental materials in the same proportion to onsite materials proposed for construction.

#### **Cure Seal**

Curing seal shall comply with Section 94 of the Caltrans Standard Specification for asphaltic emulsions Grade SS1h or CSS1h.

# Cold Planning/Milled or Pulverized Material

Existing AC and PCC pavement sections shall be milled or pulverized and incorporated into the existing base materials and/or subgrade soil to the specified depths and widths of the FDR section and in conformance to the Project Plans and Special Provisions.

The asphalt concrete surfacing and underlying base/soil materials shall be pulverized such that 95 percent of the material, exclusive of rock and aggregate, will pass a 2-inch sieve. The pulverized materials shall be free of roots, sod, weeds, wood, and construction debris.

#### **Submittals**

The Contractor performing the FDR cement shall conduct a Just-In-Time Training (JITT). The training shall be mandatory and consist of a formal joint training class on the process, required special equipment, placement and compaction methods, and quality control. Construction operations for FDR cement shall not begin until the Contractor's and the Engineer's personnel have completed the JITT. The JITT training class shall be conducted at a location convenient for both the Contractor and the Engineer. The JITT class shall be completed not more than 7 days prior to the start of the FDR process. The class shall be held during normal working hours. The Contractor shall provide a JITT instructor experienced in the construction methods, materials, and test methods associated with construction of FDR cement projects. A copy of the course syllabus, handouts, and presentation material shall be submitted to the Engineer at least 7 days before the day of the training. The Contractor and the Engineer shall mutually agree to the course instructor, course content, and training site.

During the process, the Contractor shall furnish the following information to the Engineer on a daily basis:

- 1) Certified weight tickets of cement delivered to the project location.
- 2) A summary of quantity of FDR cement constructed each day.

#### CONSTRUCTION

#### General

Do not start FDR-C activities if the ambient air temperature is below 40°F or if the road or ground surface is below 35°F. If the ambient air temperature drops below 40°F during the FDR-C activities, the Contractor may only complete compaction and finishing of FDR-C already mixed.

Deliver cement in full loads unless it is the last load of the work shift.

FDR-C treatment shall be to the design depth below the specified subgrade elevation. Treatment shall extend to the outer edge of the proposed pavement, unless otherwise specified on the approved plans or directed by the Owner's representative.

## **Utility Preparation**

Prior to mixing, positively identify the horizontal and vertical location of utilities within the proposed FDR-C area. At a minimum, pothole each utility at the crossing with the proposed or existing lip of gutter and at 300 foot intervals for lines running parallel the roadway. Any conflicts with existing utilities and a theoretical surface 12 inches below the bottom of the FDR-C limits shall be reported to the Engineer immediately and prior to the mixing process. Preliminary potholing has been performed on some utilities; of those potholed, none were within the proposed FDR-C pavement section. Coordinating the relocation of any utilities, as deemed necessary by the Engineer, shall be the responsibility of the Contractor.

Surface utilities (manholes, water valves, etc) which conflict with the FDR-C section shall be adjusted below the FDR-C conflict prior to mixing, and re-adjusted to finished grade prior to placing HMA (double adjustment). Adjusting utilities to grade, including the double adjustments, are considered part of the FDR-C bid item and no separate payment will be made. If private utilities need to be "double adjusted" the Contractor is responsible for coordinating the adjustments with the respective utility companies or self- perform the adjustment with the approval of the respective utility company. With the approval of the Engineer, the Contractor may work around utilities which cannot be "double adjusted". Any damage to utilities shall be repaired or replaced at the Contractor's expense, to the extent that is acceptable to the Engineer and the utility Owner.

At all times, the Contractor must maintain access to water valves. When the water valves are adjusted below grade, the Contractor shall provide swing ties, located outside the FDR-C section, identifying the exact location of the water valves. If requested by the Engineer, Owner or County of Stanislaus, the Contractor shall expose the valve for service.

# **Surface/Treatment Zone Preparation**

Before FDR-C activities start, prepare the surface and treatment zone by:

- 1. Clear foreign matter including vegetation.
- 2. Remove standing water.
- 3. Referencing the profile and cross slope.
- 4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
  - 4.1 Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
  - 4.2 Cut lines must indicate the sequence of thecuts
- 5. The FDR-C material to be treated shall be essentially free of irreducible particles greater than 6 inches in maximum dimension, contain less than about 10% irreducible particles greater than 3 inches in maximum dimensions and be determined by the Contractor to be satisfactory to not damage the mixer.
- 6. Provide a rough grade within  $\pm 0.1$  foot of the specified finish subgrade elevation.

7. Clear and dispose of any vegetation, debris or other deleterious matter from any area used to store excess material.

## **Pulverizing**

Do not pulverize more material than can be mixed with cement, uniformly moisture conditioned, compacted and finish graded within one work shift.

No unpulverized material shall be left in-place. The 1<sup>st</sup> cut width must be the full width of the pulverizing drum. Subsequent cuts must overlap previous cuts at least 4 inches, but not more than 12 inches.

Where the pulverizing drum stops in a longitudinal cut, the position of the drum shall be marked and a subsequent cut on that longitudinal alignment shall start at least 2 feet behind the mark.

If the pulverization encounters unstable conditions or material inconsistent with item 3 of Section 30-4.03B, notify the Engineer. The Engineer, with the Contractor's assistance, will determine the extent of the problem area and the correction measures to be taken.

## **Applying Cement**

Cement shall be applied in dry form.

Cement shall be applied at a rate of not less than 5 percent based on the in-place dry unit weight of soil and for the depth of subgrade treatment shown on the plans. For estimating purposes, an in-place dry unit weight of soil of 123 pounds per cubic feet should be used as a basis for the application rate.

The cement content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified cement content (example: tolerance on spread rate of 5.0% is 4.5% to 6.0%). However, the moving average of the rate of cement content tests/inspections shall not be less than the specified cement content. The Engineer reserves the right to increase the rate of application of cement from the specified rate during the progress of construction as necessary to maintain the desired characteristic of the stabilized subgrade. Additional cement and work required above and beyond the specified amount will be paid on a unit price basis.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader equipped with onboard scales and controls capable of spreading the cement at a prescribed weight per unit area. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

## Mixing

The FDR-C material shall be uniformly mixed at least twice to the specified treatment depth. Mix until the mixture is visibly uniform with no streaks or pockets of cement. The mixed material shall have a uniform color reaction with sprayed phenolphthalein alcohol indicator for the full specified treatment depth.

Water must be injected through the mixer. The injection rate of mixing water must be sufficient to produce a workable FDR-C material moisture content that is at least 4% above the optimum moisture content determined by ASTM D1557. A composite sample from 5 random locations shall be taken after initial mixing and tested under ASTM D2216 or D4959 (calibrated to ASTM D2216) to confirm the moisture prior to compaction.

Mixing shall occur in a series of parallel lanes of convenient width and length. Mixing of adjoining lanes shall overlap the previous lane by at least 4 inches, but not more than 1 foot, to provide continuity.

Where the mixing drum stops at the end of a lane, the position of the drum shall be marked and a subsequent lane on that longitudinal alignment shall start at least 2 feet behind the mark.

# Compaction

Begin compaction within 0.5 hour of initial mixing.

Compact using equipment capable of uniform compaction throughout the thickness of the treated zone. For treatment depths greater than 0.65 feet, use an open hub/ring wheel compactor (e.g. Rex 760). Complete compaction with non-vibrating steel drum rollers or pneumatic-tired rollers. Compact to at least 95% relative compaction.

Use other compaction methods, as necessary, in areas not accessible to heavy equipment (e.g. around manholes or drain inlets).

The total time from final mixing of the pulverized material with cement to completion of compaction shall not exceed 2 hours.

# **Finishing Grading**

Maintain the moisture of the FDR-C surface at, or above, the optimum moisture throughout the entire finish grading operation.

The finish grade of the FDR-C surface shall be  $\pm 0.05$  foot of the specified subgrade elevation and within  $\pm 0.05$  foot of the bottom edge of a 12-foot straight edge laid in directions parallel and perpendicular with the centerline.

Complete finished grading work using equipment with GPS sensors referencing digital model.

If the FDR-C surface is above the allowable tolerance, trim, remove and dispose of excess material.

If the FDR-C surface is below the allowable tolerance, or is damaged prior to placing HMA, the low or damaged area shall be repaired with minor HMA. Any necessary leveling HMA is considered part of the FDR-C bid item and no separate payment will be made.

The finish FDR-C surface shall be free of ruts, bumps, indentations, segregation, raveling and any loose materials and shall be rolled with at least one complete coverage of a non-vibrating smooth-drum or pneumatic tired roller.

Finish grading shall be completed within 2 hours of completion of FDR-C compaction.

#### Curing

Curing shall consist of a water cure or curing seal. Curing shall begin the same day as finish grading.

Water curing shall keep the finished FDR-C surface at, or above, the optimum moisture content until paving with HMA begins.

Curing seal shall be applied to the finished FDR-C surface in conformance with Section 94-1.03 of the California Standard Specifications. Apply the curing seal:

- 1. At a rate of 0.1 to 0.2 gallon per square yard
- 2. When the ambient temperature is above 40°F and rising

## Microcracking

During the period from 48 to 72 hours after completion of compaction, microcrack the FDR-C surface by applying 3 single passes with a 12-ton vibratory smooth steel drum roller at maximum amplitude traveling from 2 to 3 mph.

#### **Traffic**

Traffic may be placed onto the finished FDR-C surface after final grading. Any damage prior to placing HMA shall be repaired with minor HMA, as indicated in Section 30-4.03H.

#### **PAYMENT**

Full compensation for the pulverization and cement treatment of the existing pavement shall be paid for at the contract unit price per square foot for **Full Depth Reclamation** – **Cement**; and shall include costs for all pulverizing, and mixing of the existing pavement and underlying materials; for all water and Portland cement; for all spreading, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess pulverized material; for all micro-cracking, curing, protection and sealing of the cement treated subgrade; for all stiffness testing and no additional compensation will be allowed.

# SP-23 HOT MIX ASPHALT

This work shall consist of furnishing and placing asphalt concrete in conformance with Section 39, "Hot Mix Asphalt" (HMA) of the Standard Specifications and these Special Provisions.

Hot Mix Asphalt concrete shall be Type A.

The asphalt binder shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise noted on the plans or approved by the Engineer. Aggregate Gradations shall be as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications, except maximum aggregate size shall be 34 inch.

A maximum of 15% Reclaimed Asphalt Pavement (RAP) is allowed.

Use Method Compaction for placement of all HMA as specified in Section 39-2.01C. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. The final lift of HMA for all streets shall be placed after all work related to underground facilities, excavations, reconstruction, trench pavement, and pre-paving work has been completed.

HMA smoothness requirements shall conform to 36-3 "Pavement Smoothness". Pavement smoothness shall be measured using the Straightedge Method. Inertial Profiler requirements shall not apply.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Hot Mix Asphalt," including the placement of HMA, miscellaneous surface preparation, tack coats, dikes, and various HMA items, shall be considered as included in the contract unit price paid for **Hot Mix Asphalt (Type A)**, and no additional compensation will be allowed.

## SP-24 MISCELLANEOUS MINOR CONCRETE

Minor concrete shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these Special Provisions. Miscellaneous minor concrete work shall include constructing concrete curbs, driveways and median islands as shown on the plans.

Minor concrete shall conform to the provisions in Section 90-2, "Minor Concrete", of the Standard Specifications.

Reinforcement in minor concrete shall conform to the provisions in Section 52, "Reinforcement", of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing minor concrete, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Minor Concrete**, and no additional compensation will be allowed.

# SP-25 RE-ESTABLISHING SURVEY MONUMENT (TYPE B)

Survey monuments shall be re-established in accordance with the Stanislaus County standards and Specifications, and these special provisions. The contractor shall re-establish survey monuments affected by the work included in the contract in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professions Code of the State of California. Locations of existing monuments known to the engineer that are within the area of work in this contract have been included on the Plans.

A new monument and lid shall be obtained from Stanislaus Public Works at 1716 Morgan Road. The existing marker disks shall not be used. After roadway construction is complete contractor shall contact Stanislaus County Surveyor's Office to mark the location for the placement of the monument box. The contractor shall install the monument box and lid to finished grade as marked. Stanislaus County Surveyor's Office will then install the monument inside the existing box at a later date.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in preserving the survey monument prior to removal of existing pavement, and constructing new survey monuments, complete with concrete pad, including excavation and saw cutting pavement at the periphery until the adjustment of final grade commences shall be considered included in the contract unit price paid for the **Re-establishing Survey Monument (Type B)**, and no additional compensation will be allowed.

#### SP-26 ADJUST UTILITY COVER TO GRADE

Frames and covers and grates of existing manholes, water valves, grates or other facilities shall be adjusted to grade in accordance with the provisions in Section 71-5, "Adjust Drainage Structures," of the Standard Specifications, section 3.21, "Final Adjustment of Utility Covers", of Stanislaus County Standards and Specifications, and these Special Provisions.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with adjusting frame and cover and grates to grade all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Adjust Utility Cover To Grade** and no additional compensation will be allowed.

#### SP-27 CONSTRUCTION STAKING

Stanislaus County shall provide construction staking services in accordance with the provisions in "Construction Surveys - Attachment B" available on Public Works website at <a href="https://www.stancounty.com/publicworks/">www.stancounty.com/publicworks/</a>. The "Attachment B" is hereby made part of these special provisions and the contractor shall follow staking request procedures as outlined in the document.

#### SP-28 30 INCH PVC PIPE

30 inch PVC pipe shall be gasketed and conform to AWWA C905 PVC Pressure Pipe specifications, the provisions in Section 64-2, "Plastic Pipe," of the Standard Specifications and the details shown on Turlock Irrigation District (TID) Irrigation Construction Standards, Plate CS099.

Contractor to install a No. 12 THHN coated solid tracer wire on pipe as noted on TID Plate CS099.

Full compensation for furnishing and installing the PVC pipe for irrigation shall be considered as included in the contract unit price paid for 30" PVC Pipe and no additional compensation will be allowed.

# SP-29 PVC PIPE ELBOW

The connection to existing irrigation pipe shall conform to the provisions in Section 64-2, "Plastic Pipe," and 70 of the Standard Specifications. Elbow connections shall be the same size diameter as the adjacent PVC pipe. Pipe material shall conform to ASTM D1784.

Contractor to install a No. 12 THHN coated solid tracer wire on all elbows.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with the installation of **PVC Pipe Elbow** all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **PVC Pipe Elbow** and no additional compensation will be allowed.

#### SP-30 CONCRETE COLLAR

The connection to existing irrigation pipe shall conform to the provisions in Section 64-2, "Plastic Pipe," of the Standard Specifications and the Modified Turlock Irrigation District (TID) Irrigation Construction Standard Plate CS102B as shown on Sheet No. 2 of the Plans.

Concrete shall comply with section 90, "Concrete", of the Standard Specifications and shall have a 28-day compressive strength of 3000 psi.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with concrete collar construction all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **Concrete Collar** and no additional compensation will be allowed.

# SP-31 MIDWEST GUARDRAIL SYSTEMS

Midwest Guardrail System shall be constructed in conformance with the provisions in Section 83-2.02, "Midwest Guardrail Systems," of the Standard Specifications and these Special Provisions. Line posts and blocks shall be wood.

Full compensation for furnishing and installing Midwest Guardrail System shall be considered as included in the contract unit price paid for **Midwest Guardrail System (Wood Post)**, and no additional compensation will be allowed.

#### SP-32 ALTERNATIVE FLARED TERMINAL SYSTEM

Alternative flared terminal system shall conform to provisions in Section 83, "Railings and Barriers" of Standard Specifications and shall be SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Highway Products, LLC or an Approved Equal.

Terminal systems must be installed under the manufacturer's installation instructions and these specifications.

Full compensation for furnishing and installing Alternative Flared Terminal System shall be considered as included in the contract unit price paid for **Alternative Flared Terminal System**, and no additional compensation will be allowed.

# SP-33 END ANCHOR ASSEMBLY (TYPE SFT)

End anchor assembly shall be constructed in conformance with the provisions in section 83-2.02C(2), "End Anchor Assemblies", of the Standard Specifications and these Special Provisions.

Minor concrete shall comply with section 90-2, "Minor Concrete", of the Standard Specifications.

Full compensation for furnishing and installing End Anchor Assembly (Type SFT) shall be considered as included in the contract unit price paid for **End Anchor Assembly** (**Type SFT**), and no additional compensation will be allowed.

#### SP-34 ROADSIDE SIGNS

Roadside signs shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and shall be installed at the locations shown on the plans or as directed by the Engineer.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with construction of roadside signs all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price paid for **Roadside Signs** and no additional compensation will be allowed.

#### SP-35 WELDED WIRE REINFORCEMENT

Welded wire reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and Stanislaus County standard plate 3-F5.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with the installation of welded wire reinforcement all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price paid for **Welded Wire Reinforcement**, and no additional compensation will be allowed.

# SP-36 CONSTRUCTION FUNDING SIGNS (SINGLE POST)

This section includes specifications for installing construction project funding signs. Details for construction project funding signs are as shown on Sheet No. 16 of the Plans.

Keep construction project funding signs clean and in good repair at all times.

Construction project funding signs must be wood post signs complying with section 56-4.

Sign panels for construction project funding signs must be 0.080" thick, unframed, single sheet aluminum panels complying with section 56-2.

The background on construction project funding signs must be Type II retroreflective sheeting on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective, except for nonreflective black letters and numerals. The colors blue and orange must comply with PR Color no. 3 and no. 6, respectively, as specified in the Federal Highway Administration's *Color Tolerance Chart*.

Install single post 4' x 4' construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

When authorized, remove and salvage construction project funding signs upon completion of the project.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with installing, maintaining, removing and salvaging construction funding signs in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Construction Funding Signs** (**Single Post**) and no additional compensation will be allowed.

# SP-37 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY)

Thermoplastic traffic stripes (traffic lines) and pavement markings with enhanced wet-night visibility shall conform to the provisions in Sections 84, "Markings" of the Standard Specifications and as specified in these special provisions.

Thermoplastic material for traffic stripes and pavement markings shall be applied at a minimum thickness of 0.100 inch.

Thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility shall consist of a single uniform layer of thermoplastic and a layer of bonded core elements and a layer of glass beads as follows:

The 1st layer of bonded core elements shall be 3M Bonded Core All Weather Reflective Elements for use in thermoplastic traffic stripes and pavement markings. The color of the bonded core elements shall match the color of the stripe or marking to which they are being applied.

The 2nd layer of glass beads shall comply with AASHTO M247 Type 2.

Both bonded core elements and glass beads must be surface treated for use with thermoplastic under the manufacturer's instructions.

The bonded core elements (surface-drop) shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic. All "dry performing" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All "wet performing "microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the oil immersion method.

Grad	lations	for	tha	Ron	hah	Cora	Flan	nante
UTFAC	iamons	IOT	ine	BOT	naea	t ore	r.ien	nenis

Element Gradations			
Mass I	Percent Pass	sing (ASTM D1214)	
US Mesh	Micron	"S" series	
12	1700	85-100	
14	1410	70-96	
16	1180	50-90	
18	1000	5-60	
20	850	0-25	
30	600	0-7	

A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1 % solution (by weight) of sulfuric acid. The 1 % acid solution shall be made by adding 5.7 cc of concentrated acid into 1000 cc of distilled water.

The bonded core elements shall be surface treated to optimize embedment and adhesion to the thermoplastic binder.

Minimum retroreflectivity values [mcd(ft2)(fc)] metric equivalent [mcd(m2)(lux)] are shown below:

Minimum Initial Retroreflectivity Values

Test Method	White	Yellow
Dry (ASTM E1710)	700	500
Wet recovery (ASTM E2177)	280	250
Wet continuous (ASTM E2832)	90	75

Note: Increased element drop may be necessary to compensate for increased surface area characteristic of rough pavement surfaces.

Mobile truck mounted applicators shall be capable of traveling at a uniform, predetermined speed over variable road grades to produce uniform application of striping material, following straight lines and making normal curves in a true arc. The equipment shall be capable of air blasting the pavement, applying the stripe and immediately dropping the bonded core elements and glass beads in a single pass at speeds of up to 8 MPH.

Walk-behind cart applicators shall be capable of uniform application of striping material at walking speeds, following straight lines and making tight turns symbols and legends. Mobile equipment must be available to air blast the areas immediately prior to hand cart application. The walk-behind cart shall be capable of applying the molten binder and immediately dropping the bonded core elements and glass beads in a single pass at walking speeds.

The equipment shall be capable of application of bonded core elements and glass beads to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the binder application device. The bead dispenser for the second drop shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first drop (bonded core elements).

The applicator for the bonded core elements and glass beads shall be capable of delivering a uniform

drop rate at required application speeds. The bonded core elements and glass beads are applied such that they appear uniform on the entire traffic marking.

The specified reflective media shall be dropped immediately after binder application. Reflective media consists of retroreflective elements followed by glass beads commonly called "Double-Drop" and shall be applied to achieve the application rates shown below.

Bonded Core Element Application Rates for Thermoplastic Binders

Units	Minimum for smooth pavement surfaces
Lb. per 4 in. ln. ft.	0.022
Lb. per 100 sq. ft.	6.6
Gr. per 4 in. ln. ft.	10

Note: Increased element drop may be necessary to compensate for increased surface area characteristic of rough pavement surfaces

Application Rates for Glass Beads

Units	AASHTO M247 (Type 2)
Lb. per 4 in. ln. ft.	0.048
Gr. per 4 in. ln. ft.	22
Lb. per 100 sq. ft.	14.4

Note: Increased glass bead may be necessary to compensate for increased surface area characteristic of rough pavement surfaces

Within 3-7 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the Contractor shall test the retroreflectivity using a reflectometer in the presence of the Engineer under ASTM E1710. For continuous lines, reflectance measurements must be made at approximately 20 feet intervals. For skip lines, measurements must be taken at two random locations on each skip. The Contractor shall provide all equipment necessary to conduct field tests.

Retroreflective pavement markers to be installed along with thermoplastic traffic striping shall conform to the provisions in Section 81-3.02C, "Retroreflective Pavement Markers," of the Standard Specifications and these special provisions.

Full compensation for furnishing and installing retroreflective pavement markers shall be considered as included in the contract unit price paid for the various thermoplastic traffic striping requiring retroreflective pavement markers, and no additional compensation will be allowed.

The quantity of thermoplastic traffic stripes (Enhanced Wet-Night Visibility) to be paid for will be determined by measuring the length of traffic stripes applied. No deductions will be made for gaps in traffic striping. Payment for thermoplastic traffic stripes will be made at the contract unit price bid per linear foot of **Thermoplastic Striping**.

The quantity of thermoplastic pavement markings (Enhanced Wet-Night Visibility) to be paid for will be determined by the actual area of pavement markings applied. Payment for thermoplastic pavement markings will be made at the contract unit price bid per square foot of **Thermoplastic Pavement Markings**.

The prices bid for **Thermoplastic Striping** and **Thermoplastic Pavement Markings** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work included in furnishing, placing and testing Thermoplastic Striping and Thermoplastic Pavement Markings (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe), including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified herein, and as directed by the engineer, and no additional compensation will be allowed.

#### SP-38 ENVIRONMENTAL MITIGATION

Environmental reevaluation will be required if the scope of the project changes to include additional areas of activities, or if previously unknown cultural or other sensitive resources are discovered.

A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to minimize worker exposure to lead chromate or lead while handling grindings containing thermoplastics.

The Contractor is responsible for disposal of thermoplastic grindings. Stanislaus County will provide a temporary EPA ID number and sign the manifest prior to properly disposing of hazardous waste.

Full compensation for preparation, submittal, and implementation of a lead compliance plan shall be considered as included in the contract lump sum price paid for **Lead Compliance Plan**, and no additional compensation will be allowed.

#### SP-39 BNSF COORDINATION

The contractor's attention is directed to an agreement signed by the County and the BNSF railroad, titled "GRADE CROSSING SIGNAL AND SURFACE INSTALLATION AGREEMENT", for construction of railroad crossing signals and concrete surfaces at the intersections of the BNSF railroad and Geer Road, US DOT crossing number 028732U. The contractor shall review and comply with the following agreements and/or permits:

BNSF – Grade Crossing Signal and Surface Installation Agreement

BNSF – License for Electric Supply Line Across or Along Railway Property

The contractor shall obtain an encroachment permit from BNSF prior to working within railroad right of way.

The contractor shall coordinate with BNSF and the County as necessary to work within the construction schedule negotiated between BNSF and the County.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with BNSF coordination in accordance with the Standard Specifications and these Construction details shall be considered as included in the prices paid for related items of work involved and no additional compensation will be allowed therefore.

# SP-40 PORTABLE CHANGEABLE MESSAGE SIGN

The Contractor shall furnish, place, operate, and maintain Portable Changeable Message Signs as shown on the Traffic Control Plans or where designated by the Engineer in conformance with the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications for the duration of the project or as directed by the Engineer.

Full compensation for furnishing, placing and maintaining Portable Changeable Message Signs as specified in this special provision or as directed by the Engineer shall be considered as included in the contract price paid for the **Portable Changeable Message Sign**, and no additional compensation will be allowed.

#### SP-41 AS-BUILT DRAWINGS

The Contractor shall maintain a neatly marked set of full-size as-built record drawings showing all changes to the plans. As-built record drawings shall reflect change orders, and modifications to all improvements constructed. Where necessary, supplemental drawings shall be prepared and submitted by the Contractor.

Prior to acceptance of the project, the Contractor shall deliver to the Engineer, two sets of neatly marked as-built record drawings, including a scanned "PDF" file, showing the information required above. As-built record drawings shall be reviewed and the complete as-built record drawing set shall be current with all changes and deviations redlined as a precondition to the final progress payment approval and/or final acceptance. Submittal of acceptable As-built Drawings may be considered as a controlling operation of work.

The Contract lump sum price for As-built Drawings shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with **As-built Drawings** and no additional compensation will be allowed.

#### SP-42 TRAFFIC SIGNAL AND LIGHTING

# **General**

This work shall include the furnishing of all labor, materials, tools, and equipment to construct and complete in an efficient and workmanlike manner the installation of the traffic signal system in accordance with the these Special Provisions, the approved plans, included Revised Standard Plans, the included Revised Standard Specifications, the 2015 Standard Plans and the 2015 Standard Specifications.

Traffic signal installation work is to be performed at the following intersections:

Geer Road at Santa Fe Avenue

The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the Plans, as specified in these Special Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract at no additional cost to the County. The work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the Engineer.

Submit a schedule of values within 15 days after Contract approval. Do not include costs for the traffic control system (traffic handling) in the schedule of values.

The Contractor shall bear the cost of any utility interruption, temporary relocation, modification, or other modifications as needed to install or remove any traffic signal equipment.

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The Contractor shall furnish, in a three-ring binder, a maintenance manual for all auxiliary equipment, and vehicle detector sensor units, control units, and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams
- (i) List of replaceable component parts with stock numbers

No signal standard shall be delivered on-site until Contractor has all signal materials on hand.

Signal heads shall not be installed before traffic signal controller is installed and wired.

# Maintaining Existing And Temporary Electrical Systems

Existing traffic signal system shutdowns shall be limited to periods between the hours of 9:00 a.m. and 3:00 p.m.

The Contractor shall place "STOP AHEAD" and "STOP" signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. All signal faces shall be covered if the system must be shut down for a 24-hour period. Contractor must request in writing the Engineer's approval 48 hours prior to a 24-hour signal system shutdown. The Contractor shall wait for the Engineer's approval, in writing, prior to any 24-hour signal system shutdown. If written approval is not received by the Contractor within 48 hours of request, Contractor will assume the request has been denied. Temporary "STOP AHEAD" and "STOP" signs shall be either covered or removed when the system is turned on.

One "STOP AHEAD" sign and one "STOP" sign shall be placed for each direction of traffic. For twolane approaches, two "STOP" signs shall be placed. Location of the signs shall be as directed by the Engineer.

"STOP AHEAD" and "STOP" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications except that the base material for the signs shall not be plywood.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work as required in this section shall be considered as included in the contract lump sum price paid for Traffic Control, and no additional compensation will be allowed.

#### **Regulations And Code**

All work and materials shall conform to the latest codes, rules, and regulations of the following:

- (a) State Codes and Ordinances
- (b) Local City and/or County Ordinances

- (c) National Electrical Code
- (d) Uniform Building Code

Nothing in these Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

The Contractor shall have Special Dispensation from the California Occupational Safety and Health Administration to conduct operations no closer than 6 feet, but within 10 feet, of a high voltage line prior to erecting signal standards.

# Overhead Sign Structures, Standards, And Poles

Overhead Sign Structures, Standards, and Posts shall conform to Section 56 "Overhead Sign Structures, Standards and Poles", of the Standard Specifications.

The sign mounting hardware, as shown on Detail U of Standard Plan ES-7N, shall be installed at the locations shown on the plans.

Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

Standards and Poles shall have two-piece base covers to cover anchor bolts.

Standards for signals, lighting, and flashing beacons, poles for closed circuit television, pedestals for cabinets, posts for extinguishable message sign and posts for pedestrian push button assemblies must comply with Section 56-3 "Standards and Poles," of the Revised Standard Specifications.

#### **Cabinet Assembly**

The Contractor shall furnish controller-ready assemblies consisting of wired Model 332L cabinets and all auxiliary equipment required to control the signal indications as shown on the Plans, and as specified in these Special Provisions for each location. The Traffic Signal Controller will be an Agency Furnished Material. The controller-ready assemblies shall be furnished complete with all equipment conforming to the requirements in the "Transportation Electrical Equipment Specifications," (TEES) issued by the State of California. Cabinets, equipment, and all modifications thereto shall be type approved by the State of California Testing Laboratory, and shall have California State Quality Product listing.

The controller cabinet layout and component locations shall conform to the requirements for Model 332L cabinet in the "Transportation Electrical Equipment Specifications," and addendum thereto, issued by the State of California.

## Replace Section 6.4.5.2 of TEES regarding Output File #1 with:

#### 6.4.5.2 Output File #1

# **6.4.5.2.1** Containing

The output file shall be capable of containing 12 Model 200 Switch Packs, 4 Flash Transfer Relays, and the Model 2010ECLip Monitor Unit. Six Flash Transfer Relays and 1 2010ECLip Conflict Monitor Unit shall be furnished with each output file.

## 6.4.5.2.2 Output Circuits

The red and yellow output circuits of switch packs 1, 2, 3, 4, 5, 6, 7, 8 shall be made available at individual pack Molex receptacle /plug connection for flash selectability. Eight (8) red & four (4) yellow Molex Plugs shall be provided.

# 6.4.5.2.3 Model 2010ECLip Monitor Unit

It shall be possible to remove the Model 2010ECLip Monitor Unit without causing the intersection to go into flashing operation. The cabinet shall be wired so that with the front cabinet door closed and with the monitor unit removed, the intersection shall go into flashing operation (See One Line Diagram). The cabinet shall contain a conspicuous warning against operation with the Model 2010ECLip Monitor Unit removed.

# **6.4.5.2.4 Monitor Unit Compartment**

The monitor unit compartment including the housed Model 2010ECLip Monitor Unit exclusive of handle shall extend no farther than 1.25 in front of the 19-in rack front surface. The switch pack socket connector front surface shall be no more than 8.5 inches in depth from the front surface of the output file.

# --END TEES REPLACE--

Cabinets shall have the additional following items installed:

- 1. LED Cabinet lighting with door switches on both doors.
- 2. Auto/manual control with police panel cord.
- 3. Pull-out drawer/shelf assembly
- 4. Corbin lock, keyed "State #2."
- 5. Output File #2 (TEES 6.4.5.3)
- 6. EDI Model 2010ECLip IP Addressable Conflict Monitor or Approved Equal.
- 7. Model 255 Two-Channel AC Isolator
  - Model 255 Two-Channel AC Isolators shall conform to the CALTRANS TEES Specifications in Chapter 5 as an inverting Model 252 and labeled Model 255.
  - Model 255 Two-Channel AC isolators shall be protected with a 2Amp Glass Slow Blow type fuse.
  - Model 255 Two-Channel AC Isolator (inverted Model 252) shall be listed on the State of California's Qualified Products List (QPL).

All compression connectors that terminate inside controller cabinets for low voltage circuits shall be soldered.

The cabinets shall be wired and fully equipped for traffic actuation and phasing as shown on the Plans.

Cabinets shall be aluminum.

The Contractor shall arrange to have a representatives from the following agencies/companies present at the time the equipment is turned on:

- County Traffic Engineering Department; and
- A signal technician, qualified to work on the controller units and employed by the controller unit manufacturer or their representative. County Traffic Engineering Department to provide contact information for scheduling purposes;
- A signal technician, qualified to work on the cabinet assembly and employed by the cabinet

assembly manufacturer or their representative: and

• A representative from BNSF.

The convenience receptacle shall have ground-fault circuit interruption as defined by the Code. Circuit interruption shall occur on 6 milliamperes of ground-fault current and shall not occur on less than 4 milliamperes of ground-fault current.

Contractor shall furnish a certificate of compliance from a state approved testing laboratory indicating the unit has been fully bench tested.

# **Service Enclosure**

Traffic signal service enclosure with battery backup system (BBS) shall be installed as shown on the plans. Voltage ratings of the service equipment shall confirm to the service voltages indicated on the plans.

Service Enclosure shall conform to the provisions in Sections 86-1.02P, "Enclosures," of the Standard Specifications and as indicated on the plans.

# Replace the 14th paragraph of Section 86-1.02P(2) of the RSS for section 86 with:

Circuit breakers used as disconnects must have a minimum interrupting capacity of 42,000 A, rms, for 120/240 V(ac) services and 30,000 A, rms, for 480 V(ac) services.

# --END RSS REPLACE--

# **Battery Backup System**

The battery backup system (BBS) shall be a self-contained system, mounted inside the service enclosure. BBS shall provide four hours of normal traffic signal operation followed by eight hours of all-red flash operation. The BBS shall be configured to automatically return the traffic signal system to line power when power is restored. BBS shall be furnished with a minimum, two-year warranty, with the two year warranty period starting on the date of the signal turn-on.

The BBS controller shall include an Ethernet port for connection to a laptop computer or network. Software for the interfacing of the BBS controller shall be provided. A bypass switch shall be provided to allow removal of batteries without interruption of line power flow to the traffic signals.

BBS shall provide line conditioning for protection against power surges or brownouts.

The supplied batteries for the BBS shall be dated within 3 months of the turn on date.

# **Vehicle Signal Faces And Signal Heads**

Signal housings shall be polycarbonate manufactured from virgin material using lexan polycarbonate black in color.

Backplates shall be polycarbonate material black in color.

All signals shall have tunnel visors and backplates black in color. All sections of all signals shall be 12".

All indications shall have Light Emitting Diode (LED's) signal modules that meet the latest Caltrans Specifications.

Top openings of signal heads shall be sealed in the interior with neoprene gaskets.

# **Luminaries**

Luminaries shall be/have:

- 1. LED Type
- 2. Rated to operate under a supplied voltage of single phase 120V/240V.
- 3. Factory BUG rating of B3 U0 G3 and shall not require external shields to achieve such rating.
- 4. Color Temperature of light output shall be 4000K
- 5. Factory furnished with a Control Ready 7-wire Photo-control receptacle and Twist Lock Shorting Cap.
- 6. Luminaire drive current shall not exceed 66% of the current rating of the supplied LED Driver chip.
- 7. Luminaires shall be factory furnished with a mounting bracket suitable for Round horizontal pole mounting.

All luminaries shall be LED Cobra Head Models:

HPS	Minimum	
Equivalency	Lumen Output	Model
150w	8,500	Leotek GCM2-30H-MV-NW-3R-GY-700 or Approved Equal
200w	11,000	Leotek GCM2-30H-MV-NW-3R-GY-1A or Approved Equal
250w	14,000	Leotek GCM2-40H-MV-NW-3R-GY-950 or Approved Equal
310w	20,000	Leotek GCL1-80G-MV-NW-3R-GY-700 or Approved Equal

# **Photoelectric Controls**

Photoelectic Control Unit shall be AcuityControls/DTL brand DLL127F1.5CUL J1 or approved equal:

- 1. Extra Long Life type (20 year UV Protection)
- 2. LED inrush protection with triac assisted relay
- 3. Long life capacitors
- 4. Type II Control Type unless shown otherwise on plans.
- 5. Furnished and installed at the location shown on the plans.

There shall only be one photoelectric control unit installed on a single lighting control circuit.

# **Terminal Compartment**

Slip-fitters and terminal compartments shall be cast bronze. All parts of signal mounting assembly shall be black in color.

# **Accessible Pedestrian Signal (APS)**

Not Applicable

# **Hybrid and Video Detection Systems**

#### **GENERAL**

If required, phase extension modules shall be approved by the Engineer.

Video Detection system shall be able to discriminate between cyclists and vehicles.

Video Detection System shall have dedicated green max for fog/contrast errors.

All video signal/power cable shall be as specified by manufacturer.

When the Video Detection System transfers video signal over Coax cable, a surge panel shall be installed prior to system turn on.

One rack-mounted, slide-out 17" LCD Color Monitor w/dual BNC video input shall be furnished to the County for use with the approved video detection system. It shall be mounted in a location as to not block visibility of the Rackmount ATC Controller.

Monitor output shall be able to be electronically or mechanically switched between all video feeds.

Video Detection System shall be IP-Addressable, either through the processing unit, or through the use of an auxiliary accessory.

Video Detection sensor units shall be mounted on mast arms per manufacturer specification, as shown on plans, or as approved by the Engineer.

A technician from the equipment Manufacturer shall be present during system installation, programming and camera aiming and shall inspect all elements prior to system turn on.

# HYBRID VIDEO DETECTION SYSTEM

Hybrid Radar/Video Detectors shall be Iteris Model Vantage Vector (VECTOR) and Video-only Detection System shall consist of imaging sensors and shall be Iteris Model Vantage Edge2 Processors with Wide Dynamic Range Camera or Approved Equal System compatible with Hybrid System.

Each hybrid detector shall detect up to 600' beyond the unit for approaching vehicles.

Hybrid detection system shall emulate loop sensors and handle up to 24 detector zones per camera channel.

	Iteris	Other
Hybrid Sensor	Vantage Vector	
Image Sensor	RZ-4 AWDR Cameras	
Image Processor	Vantage Edge2 Processor	
<b>Extension Modules</b>	Vantage Edge2 Extension Modules	Ammayad
Interface Panel	n/a	Approved Equal
Communications	EDGE Connect	Equai
Wire	Siamese type Belden 8281 or	
wire	equivalent w/ 3#16 conductors	
Other Hardware	Surge Panel	

# Wireless Broadband Radio Communication Device

#### **GENERAL**

The Wireless Broadband Radio Communications Device shall meet the following minimum specifications:

- 1. Operating Conditions:
  - a. Temperature @ 90% relative humidity: -40°C to +80°C

- b. IP67 Weatherproof Rating
- 2. Communications Protocol and Features:
  - a. Compatible with any manufacturer's broadband radio network
  - b. Wireless Protocol support 802.11a/n/ac
  - c. Minimum range of 20 miles
  - d. Minimum 300 Mbps transfer rate
  - e. Operating Band: 5.8Ghz (5.180-5.825 GHz)
  - f. Dual Antenna (internal or external)
  - g. Multiple Topology operating modes: Point-to-Point, Point-to-Multipoint
  - h. Power over Ethernet
- 3. Power over Ethernet (PoE) Protocol and Features:
  - a. IEEE 802.3af/at
  - b. PoE Gigabit Injector w/surge suppression device (built-in or external)

#### IEEE PROTOCOLS AND FEATURES

- 802.11e
   802.11h
   BOFS and TPC
   802.1d
   802.1d
   Ethernet Bridging
   802.1p
   Traffic Prioritization
   802.1q
   VLAN
- 6. 802.1s Spanning Tree7. 802.1w Rapid Spanning Tree
- 8. 802.3-1998 Ethernet
- 9. 802.3ab Gigabit Ethernet
- 10. 802.3ac Extended Frame Size for 802.1q & 802.1p Support
- 11. 802.3ad Link Aggregation/Port Bonding/Port Trunking
- 12. 802.3i 10 Mbps Ethernet
- 13. 802.3u 100 Mbps Ethernet and Auto-Negotiation
- 14. 802.3x Full Duplex and Flow Control
- 15. RJ-45 Gigabit 10/100/1000Base-TX Ethernet Port

#### SECURITY PROTOCOLS AND FEATURES

- 1. 802.11i-WPA-PSK
- 2. 802.11i-WPA2-PSK
- 3. 802.11i-WPA-EAP
- 4. 802.11i-WPA2-EAP
- 5. 802.11i-TKIP
- 6. 802.11i-AES-CCM
- 7. 802.11i-802.1x
- 8. 802.11i-RSN
- 9. MAC Access Control List

#### I/O SOFTWARE SUITE

Shall include I/O management software suite to manage the configuration of the device and network features:

- 1. Profile based configuration
- 2. Built-in Diagnostics tools
- 3. Built-in alignment tools
- 4. Network mapping
- 5. Security configuration
- 6. Device mapping of other manufacturer's radio hardware

#### **OTHER FEATURES**

- 1. Built-in LED alignment indicator
- 2. Built-in GPS for location

# Network HD Camera (PTZ IP Camera)

#### GENERAL

The Network HD Camera shall be a Remote-IP High Definition (HD) Pan-Tilt-Zoom (PTZ) Dome Camera (Camera) and shall be installed to the manufacturer's specifications on the Luminaire Mast Arm (LMA). Per the manufacturer's recommendation, the exact mounting location on the LMA may differ from the location shown on the project plans, but must remain mounted on the LMA identified.

Manufacturer's recommended mounting shall be part of the submittal for the Traffic Signal System and considered as an informational submittal. The Engineer shall approve the installation location.

Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts as long as the product is commercially available from the manufacturer.

All manufactured products shall be thoroughly tested and proven in actual use.

All manufactured products shall include, at no additional cost, online support services and availability of a toll-free (U.S. and Canada), 24-hour technical assistance program (TAP) for emergencies.

The manufacturer shall repair or replace without charge, manufactured products proven defective in material or workmanship for the stated warranty period from the date of shipment.

# **CAMERA**

The Camera shall be a dome type with:

	Don Mossament	2600 continuous non notation
a.	Pan Movement	360° continuous pan rotation
b.	Pan Speed	Variable between 400 per second continuous pan to 0.1° per second
c.	Vertical Tilt	Unobstructed tilt of +1° to -90°
d.	Manual Control Speed	Pan speed of 0.1° to 80° per second and pan at 150° per second in turbo mode; tilt operation shall range from
	0.1°	
		to 40° per second
e.	Automatic Preset Speed	Pan speed of 280° and a tilt speed of 160° per second
f.	Presets	64 positions
g.	Tours	8 tours
h.	Preset Accuracy	$\pm 0.1^{\circ}$
i.	Proportional Pan/Tilt Speed	Speed decreases in proportion to the increasing depth of
	_	zoom
j.	Motor	Continuous duty and variable speed, operating at 18 to
	32	

VAC, 24 VAC nominal 32 blanked windows

k. Window Blanking
l. Auto Flip
32 blanked windows
Rotates dome 180° at bottom of tilt travel

1. Dome Drive Compatibility All dome drives are compatible with all back box

configurations

2. Power Consumption Nominal 23 VA (without heater and blower running)

Nominal 73 VA (with heater and blower running)

m. Stainless Steel, Environmental back box and lower dome

1. Connection to Dome Drive Quick, positive mechanical and electrical disconnect without the use of any tools

Installation Quick-mount pole adapter
 Cable Entry Through 1.5-inch NPT fitting

4. Environmental Features
 5. Operating Temperatures
 Factory-installed heaters, blowers, and sun shroud
 Maximum temperature range of (-60°F to 140°F)
 (-51°C to 60°C) for two hours and a continuous

operating range of -50°F to 122°F (-45°C to 50°C)

6. Construction Stainless Steel7. Trim Ring Connection 2 screws

n. General Specifications

Construction

1. Dome Drive Aluminum, thermo plastic

2. Lower Dome Acrylic

Light Attenuation

Smoked f/0.5 light loss
 Clear f/0.0 light loss

The Camera shall have the following Video Specifications:

a. Video Encoding H.264 in High, Main, or Base profiles and

**MJPEG** 

b. Video Streams Up to 2 simultaneous streams, the second

stream is variable based on the setup of the

primary stream

c. Frame Rate Up to 30, 25, 15, 12.5, 10, 8.333, 7.5, 6, 5,

3, 2.5, 2, 1 (depending upon coding, resolution,

and stream configuration)

d. Available Resolutions

1. 16:9 Aspect Ratio 2.07 MPx (1920 x 1080)

0.92 MPx (1280 x 720) 0.36 MPx (800 x 448) 0.23 MPx (640 x 352) 0.13 MPx (480 x 272) 0.06 MPx (320 x 176)

s. Supported Protocols TCP/IP, UDP/IP (Unicast, Multicast IGMP),

UPnP, DNS, DHCP, RTP, RTSP, NTP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, LDAP

(client), SSH, SSL, SMTP, FTP, and

802.1x (EAP)

f. Users

1. Unicast Up to 20 simultaneous users

2. Multicast Unlimited H.264
Security Access Password protected

h. Software Interface Web browser view and setup

The Camera shall provide multiple independent output video streams configurable for H.264 and MJPEG video output.

Camera shall receive power by Power Over Ethernet (POE) bus. Power shall be injected by power injector or by ethernet switch capable of supplying POE IEEE802.3af standard.

The Camera manufacturer shall support open architecture best practices with a published API available to third-party network video recording and management systems and shall provide a software development kit (SDK) for allowing 3rd party developers all necessary tools for integrating the Camera Positioning System into the users control system environment.

The Camera offer multiple simultaneous video streams with 2.1 megapixel (MPx) 1920 x 1080 resolution, auto iris with 30X optical, and 12X digital zoom.

The Camera shall support standard IT protocols.

The Camera shall provide a 100Base-TX network interface over shielded CAT5E Cable.

The Camera shall use a standard Web browser interface for remote administration and configuration of camera parameters. The browser interface shall provide PTZ control including preset and pattern and onscreen display (OSD) for access to camera programming.

The Camera shall support 32 window blanks to conceal user-defined privacy areas that cannot be viewed by an operator.

The Camera shall support multiple user-programmable presets.

The Camera shall support multiple user-programmable tours.

The Camera shall support proportional pan/tilt functions dependent on the depth of view of the zoom lens.

The Camera shall provide the ability backup and restore camera settings through an embedded Web browser.

The Camera shall provide Wide Dynamic Range (WDR) up to 80dB with selections for on/off available through the embedded Web browser.

The Camera shall provide Back Light Compensation with selections for on/off available through the embedded Web browser.

The Camera shall provide dynamic White Balance adjustments through the embedded Web browser.

The Camera shall provide a freeze frame feature that freezes a camera image as a preprogrammed preset is called+, providing a live view once positioned. Selections for on/off shall be available through the embedded Web browser.

The Camera shall provide image stabilization to compensate for vibration introduced into the camera.

The Camera shall provide Pan and Tilt limit stops with settings available through the embedded Web browser.

The Camera shall provide 802.1x port security to establish point-to-point access through a wired or wireless port using Extensible Authentication Protocol (EAP). Supported EAP methods shall include EAP-MD5, EAP-TLS, EAP-TTLS, EAP-PEAP and EAP-FAST.

The Camera shall support IPv6 configurations in conjunction with IPv4.

The Camera shall provide user-selectable configurations for day/night auto mode.

The Camera shall provide User and Group settings to assign permissions and access levels to the camera. The camera shall provide local management where the camera manages the access levels or remote mode where the camera authenticates the user through a Lightweight Directory Access Protocol (LDAP) server.

The Dome Camera shall provide a 1.5-inch NPT conduit attachment for pendant mounted applications

The Dome Camera shall provide a 3/4-inch NPT conduit attachment in the back box for in-ceiling applications.

The Dome Camera shall be NEMA-4X, IP66 rated.

#### **POWER INPUT**

1. Port RJ-45 for 100Base-TX: Auto MDI/MDI-X: Cat5 cable or better for 100Base-TX 2. Cabling Type Input Voltage 24 VDC nominal: 22 to 27 VDC

Input Power

a. PoE IEEE802.3af (without heater and blower) b. 24 VDC nominal 0.7 A nominal (without heater and blower); 3 A nominal (with heater and blower)

Earth Ground; Continuity shall be provided through the shield of the CAT5e Ethernet/PoE++ cable, and the shield of the multi-conductor cable, to chassis ground of the Base Enclosure. Connecting either, or both, of these shields to earth ground at the control side shall apply earth ground to chassis ground of the Base enclosure.

# WARRANTY

Warranty shall be provided beginning the date of the signal turn on for 36-months, including parts and labor.

#### APPROVED PRODUCTS

The discreet camera dome system shall be Pelco brand Model Spectra 1080P S5230-Series Network Dome Positioning Camera or Approved Equal.

# **Conductors And Wiring**

#### 86-1.02F Conductors and Cables

# 86-1.02F(1) General

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

:

- 1. Manufacturer's name or trademark
- 2. Insulation-type letter designation
- 3. Conductor size
- 4. Voltage
- 5. Temperature rating
- 6. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

# 86-1.02F(2) Conductors 86-1.02F(2)(a) General

A conductor must be UL listed or NRTL certified and rated for 600 V(ac).

Conductors must be identified as shown in the following table:

# **Conductor Identification**

	Conductor Identification				
		Identification			-
~. ·		Insulation color <sup>d</sup>		1	Copper
Circuit	Signal phase or function	Base	Stripe <sup>a</sup>	Band symbols	Size
Signals (vehicle) <sup>a, b</sup>	2, 6	Red, yel, brn	Blk	2, 6	14
	4, 8	Red, yel, brn	Ora	4, 8	14
	1, 5	Red, yel, brn	None	1, 5	14
	3, 7	Red, yel, brn	Pur	3, 7	14
	Ramp meter 1	Red, yel, brn	None	NBR	14
	Ramp meter 2	Red, yel, brn	Blk	NBR	14
Pedestrian signals	2p, 6p	Red, brn	Blk	2p, 6p	14
	4p, 8p	Red, brn	Ora	4p, 8p	14
	1p, 5p	Red, brn	None	1p, 5p	14
	3p, 7p	Red, brn	Pur	3p, 7p	14
Push button	2р, бр	Blu	Blk	P-2, P-6	14
assembly or	4p, 8p	Blu	Ora	P-4, P-8	14
accessible	1p, 5p	Blu	None	P-1, P-5	14
pedestrian signal	3p, 7p	Blu	Pur	P-3, P-7	14
Traffic signal	Ungrounded circuit				
controller	conductor	Blk	None	CON-1	6
cabinet	Grounded circuit				
Caomet	conductor	Wht	None	CON-2	6
Highway	Ungrounded - line 1	Blk	None	NBR	14
lighting pull box	Ungrounded - line 2	Red	None	NBR	14
to luminaire	Grounded	Wht	None	NBR	14
Multiple	Ungrounded - line 1	Blk	None	ML1	10
highway					
lighting	Ungrounded - line 2	Red	None	ML2	10
Lighting control	Ungrounded - PEU	Blk	None	C1	14
	Switching leg from PEU				
	unit or SM transformer	Red	None	C2	14
Service	Ungrounded - line 1				
	(signals)	Blk	None	NBR	6
	Ungrounded - line 2				
	(lighting)	Red	None	NBR	8
Sign lighting	Ungrounded - line 1	Blk	None	SL-1	10
	Ungrounded - line 2	Red	None	SL-2	10
Flashing	Ungrounded between				
beacons	flasher and beacons	Red or yel	None	F-Loc. <sup>c</sup>	14
	Push button assembly or				
	accessible pedestrian				
	signal	Wht	Blk	NBR	14
Grounded	Signals and multiple				
circuit	lighting	Wht	None	NBR	10
conductor	Flashing beacons and				
	sign lighting	Wht	None	NBR	12
	Lighting control	Wht	None	C-3	14
	Service	Wht	None	NBR	14
Railroad					
preemption		Blk	None	R	14
Spares		Blk	None	NBR	14

NBR = No band required PEU=Photoelectric unit

The insulation color must be homogeneous throughout the full depth of the insulation. The identification stripe must be continuous throughout the length of the conductor.

Conductors size no. 8 to size no. 2 must be aluminum except for bonding jumpers and equipment grounding conductors.

#### 86-1.02F(2)(b) Aluminum Conductors

Aluminum conductors must comply with ASTM B800 and 801.

Insulation for aluminum conductors must be one of the following:

- 1. Type XHHW-2
- 2. Type USE, RHH, or RHW cross-linked polyethylene

# 86-1.02F(2)(c) Copper Conductors

#### 86-1.02F(2)(c)(i) General

Copper wire must comply with ASTM B3 and B8.

Insulation for no. 14 to no. 4 conductors must be one of the following:

- 1. Type TW PVC under ASTM D2219
- 2. Type THW PVC
- 3. Type USE, RHH, or RHW cross-linked polyethylene

The insulation for no. 2 and larger conductors must be one of the above or THWN.

#### 86-1.02F(2)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors

A bonding jumper must be copper wire or copper braid of the same cross-sectional area as a no. 8 conductor or larger.

An equipment grounding conductor may be bare or insulated.

#### 86-1.02F(2)(c)(iii) Inductive Loop Conductors

An inductive loop conductor must comply with the requirements shown in the following table:

**Conductor Requirements for Inductive Loop Detectors** 

Loop wire	Requirement
Type 1	Type RHW-USE neoprene-jacketed or Type USE cross-linked polyethylene, insulated, no. 12, stranded copper wire with a minimum 40-mils insulation thickness at any point.
Type 2	Type THWN or Type XHHW, no. 14, stranded copper wire in a plastic tubing. The plastic tubing must be polyethylene or vinyl rated for use at 105 °C and resistant to oil and gasoline. The outside diameter of the tubing must be at most 0.27 inch with a wall thickness of at least 0.028 inch.

#### 86-1.02F(2)(d) Not Used

<sup>&</sup>lt;sup>a</sup>On overlaps, the insulation is striped for the 1st phase in the designation, e.g., phase (2+3) conductor is striped as for phase 2.

<sup>&</sup>lt;sup>b</sup>Band for overlap and special phases as required

<sup>&</sup>lt;sup>c</sup>Flashing beacons having separate service do not require banding.

<sup>&</sup>lt;sup>d</sup>Color Code: Yel-Yellow, Brn-Brown, Blu-Blue, Blk-Black, Wht-White, Ora-Orange, Pur-Purple

86-1.02F(3) Cables 86-1.02F(3)(a) General Not Used

86-1.02F(3)(b) Aluminum Cables 86-1.02F(3)(b)(i) General Not Used

#### 86-1.02F(3)(b)(ii) Direct Burial Cables

Direct burial cable must be aluminum.

The direct burial aluminum cable must:

- 1. Be a metal-clad type
- 2. Be UL listed or NRTL certified for direct burial and concrete encasement
- 3. Include conductors rated for 90 degrees C
- 4. Have a galvanized steel or aluminum interlocking metal tape sheath with PVC jacket
- 5. Have a minimum no. 6 AWG aluminum or copper-clad aluminum equipment grounding conductor

86-1.02F(3)(c) Not Used

86-1.02F(3)(d) Copper Cables 86-1.02F(3)(d)(i) General Not Used

#### 86-1.02F(3)(d)(ii) Conductor Signal Cables

A conductor signal cable must have a black polyethylene jacket with an inner polyester binder sheath. The cable jacket must be rated for 600 V(ac) and 75 degrees C. Filler material, if used, must be polyethylene.

The individual conductors in the cable must be solid copper complying with ASTM B286 with Type THWN insulation. The minimum thickness of insulation must comply with NEC for conductor sizes no. 14 to no.10. The minimum thickness of the nylon jacket must be 4 mils.

Cable must comply with the requirements shown in the following table:

Cable type <sup>a</sup> 3CSC	Conduct or quantity and type	thic	e jacket kness nils) Minimum	Maximum nominal outside diameter (inch) 0.40	Conductor color code  Blue/black, blue/orange, white/black
				2.70	stripe
5CSC	5 no. 14	44	36	0.50	Red, yellow, brown, black, white
9CSC	8 no. 14 1 no. 12	60	48	0.65	No. 12 - white, no. 14 - red, yellow, brown, black, and red/black, yellow/black, brown/black, white/black stripe
12CSC	11 no. 14 1 no. 12	60	48	0.80	No. 12 - white, no. 14 - red, yellow, brown, red/black stripe, yellow/black stripe, brown/black stripe, black/red stripe, black/white stripe, black, red/white stripe, brown/white stripe
28CSC	27 no. 14 1 no. 10	80	64	0.90	No. 10 - white no. 14 - red/black stripe, yellow/black stripe, brown/black stripe, red/orange stripe, yellow/orange stripe, brown/orange stripe, red/silver stripe, yellow/silver stripe, brown/silver stripe, red/purple stripe, yellow/purple stripe, brown/purple stripe, red/2 black stripes, brown/2 black stripes, red/2 orange stripes, brown/2 orange stripes, red/2 silver stripes, brown/2 silver stripes, red/2 purple stripes, brown/2 purple stripes, blue/black stripe, blue/orange stripe, blue/silver stripe, blue/purple stripe, white/black stripe, black/red stripe, black

#### 86-1.02F(3)(d)(iii) Detector Lead-in Cables

Conductors for a loop detector lead-in cable must be two no. 16, 19-by-29, stranded, tinned copper wires with calculated cross-sectional areas complying with ASTM B286, Table 1 and the requirements shown in the following table:

**Conductor Requirements for Loop Detector Lead-In Cables** 

Conductor Requirements for Loop Detector Lead in Capies			
Lead-in cable	Requirement		
Type B	Insulated with 20 mils of high-density polyethylene. Conductors must be twisted		
	together with at least 2 turns per foot, and the twisted pair must be protected with a		
	copper or aluminum polyester shield. A minimum no. 20 copper drain wire must be		
	connected to the equipment ground within the cabinet. Cable must have a high-density		
	polyethylene or high-density polypropylene outer jacket with a nominal thickness of 32		
	mils. Include an amorphous, interior, moisture penetration barrier of nonhydroscopic		
	polyethylene or polypropylene fillers.		

Type C	Comply with International Municipal Signal Association Specification no. 50-2. A
	minimum no. 20 copper drain wire must be connected to the equipment ground within
	the cabinet.

#### --END RSS REPLACE--

Subparagraphs 2, 3, and 4 of the first paragraph of Section 87-1.03H(1), "General," of the Standard Specifications is deleted.

Splices shall be insulated by "Method B" of Section 87-1.03H(2)," "Splice Insulation Methods," of the Standard Specifications except detector lead-in cables.

Conductors shall be cabled in bundles, by phase, and identified by phase with permanent labels in the controller cabinet and at terminal pull boxes.

Multiple lighting conductors, signal light grounded conductors, and bonding conductors only, may be spliced.

"C" shaped compression connectors, as shown on the Plans, shall be used.

Insulation shall be Type THW PVC, and shall comply with Section 86-1.02H, "Splicing Materials," of the Standard Specifications.

Multiple conductor cable and detector lead-in/video cables shall be color coded as follows:

COLOR	SIGNAL STANDARD	DLC/VIDEO
Brown	A	Phase 1
Red	В	Phase 2
Orange	С	Phase 3
Yellow	D	Phase 4
Green	Е	Phase 5
Blue	F	Phase 6
Violet	G	Phase 7
Gray	Н	Phase 8
White	I	OVL A
Black	J	OVL B

Signal Interconnect Cable (SIC) shall be Superior Essex Sealpic cable, or approval equal 19 AWG 6-pair cable with white/blue, white/orange, white/green, white/brown, white/slate, and red/blue color coding. No other color coding is acceptable.

#### **Fused Splice Connectors**

Fused splice connectors will not be required.

#### **Bonding And Grounding**

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

Equipment grounding conductors will not be required in conduit containing loop lead-in cables only.

Green Wire #6 (cabinet ground) shall have a separate ground rod in pull box nearest to cabinet, with no other wire attached.

#### **Conduit**

Conduit shall be rigid galvanized metal or Type 3 Rigid non-metallic and shall conform to the provisions in Section 86-1.02B, "Conduit and Accessories," of the Standard Specifications and these Special Provisions.

When a standard coupling cannot be used for coupling metal-type conduit, a UL listed threaded union coupling.

Insulated bonding bushings will be required on metal conduit. All conduit shall be grounded together in all pull boxes and cabinets by means of a grounding jumper.

Conduit to be installed under pavement shall be installed by bore and jacking, directional drilling, or other approved methods which do not damage pavement.

After conductors have been installed, the ends of conduits terminating in pull boxes, and in service and controller cabinets shall be sealed with an approved type of sealing compound.

If Type 3 non-metallic conduit is used it shall be installed with a rigid galvanized metal elbow and riser into the termination pullbox, service, cabinet, and all other termination locations.

### **Pull Boxes And Detector Handholes**

Pull boxes shall be polymer concrete ring, fiber reinforced polymer body with a ring color of concrete gray with "Traffic Signal Detector" OR "Service" stamped on lids.

The bottoms of pull boxes shall be grouted. Contractor's attention is directed to Section 87-1.03C, "Installation of Pull Boxes," of the Revised Standard Specifications.

Pull boxes shall be per City of Modesto Drawing 1800 Pull Box #1 at a minimum. Larger sizes shall be installed where required by the National Electrical Code or where shown on the Plans, per City of Modesto Drawing 1801, Pull Box #2.

The TID (Turlock Irrigation District) pull boxes shall be TID #U-1346-8 Service Box Small.

Existing detector hand holes in pavement reconstruction areas shall be removed and replaced with new detector hand holes in accordance with Standard Plan ES-5D. Hand holes shall be Type A. Pull box lids associated with detector hand holes shall be stamped "Detector."

#### Replace Reserved in section 86-1.02X of the RSS for section 86 with:

The electronic marker must be discrete or cast inside the pull box cover.

An electronic marker must:

- 1. Be passive
- 2. Be energized solely by electromagnetic energy received from the interrogating electronic marker locator
- 3. Operate over a temperature range from -4 to +122 degrees F
- 4. Operate at a frequency range between 30 kHz to 300 kHz and comply with FCC part 15
- 5. Have a watertight and moisture-resistant housing

In addition, a discrete electronic marker must:

- 1. Have a maximum diameter of 6 inches
- 2. Weigh a maximum of 2 lb
- 3. Be colored red for power and orange for communication circuits
- 4. Be self-leveling or omnidirectional

The electronic marker locator must:

- 1. Be compatible with the electronic marker
- 2. Detect the electronic marker in pull boxes buried under dirt, sand, or snow
- 3. Detect the electronic marker from a maximum distance of 5 feet vertically with a 6-inch offset
- 4. Have a headphone jack
- 5. Have a battery level indicator
- 6. Have a large character display
- 7. Have a numeric and audible signal strength indicator
- 8. Have a speaker volume adjustment

#### --END RSS REPLACE--

# **Communication Cables**

#### Replace section 87-1.03F(2)(b) of the RSS for section 87 with:

#### 87-1.03F(2)(b) Communication Cables

87-1.03F(2)(b)(i) General

Terminate the ends of the communication cables as shown.

#### 87-1.03F(2)(b)(ii) Category 5E and 6 Cables

Do not splice category 5E and 6 cables between components.

Provide a minimum of 3 feet of slack at each pull box and vault and minimum of 6 feet of slack at the cabinet.

When shown on the plans, Shielded Category 5E/6 cable shall be shielded and meet ISO/IEC 11801 Standards for F/UTP shielding.

--END RSS REPLACE--

#### **Foundations**

Portland cement concrete shall conform to Section 90-2, "Minor Concrete," of the Standard Specifications and shall contain no less than 470 pounds of cement per cubic yard, except concrete for reinforced pile foundations shall contain not less than 564 pounds of cement per cubic yard.

#### Signs

Signs shall be furnished and installed by the Contractor as shown on the Plans and as specified in the California Manual of Traffic Control Devices, 2014 Edition Revision 2.

The G7 street name signs shall be on diamond-grade reflective sheeting.

Street name text shall be white with 12-inch upper case, first character followed by 10-inch lower case characters for each word (ex... "County Road"), Clearview font, on a green background. Block numbers and arrows shall be white, four inches high, on a green background. Block numbers and arrow shall be located on the right hand side of the sign. Arrows shall be orientated toward the highest block number. The block shall be located above the arrow, see detail on the plans. Messages shall be on both sides of the signs unless otherwise indicated on the plans.

The Contractor shall provide and install signs as called for on the plans.

Two wraps of stainless steel Band-It-Band strapping 3/4" thick shall be used to hang all overhead signs. Band-It-Band buckles type 201 stainless steel shall be used with strapping. Hawkins Swing Sign Brackets 250 Series, Part Number M10J-OCB250AL and M10J-OCB250FL with Adjustable Length Swing Sign Bracket M10J-OCB250AL or approved equal shall be used. Signs shall have 2" x 2" x 1/8" "L" aluminum bracket for additional support.

#### **Testing**

The Contractor shall make the signals fully operational including entering timing settings provided by the Engineer into the controller and peripheral equipment.

The Contractor shall have present, a qualified field technician, who shall be qualified to perform testing and servicing on all systems of the installation.

Prior to scheduled turn on, the field technician shall perform all testing assignments. This testing shall include measurement of each loop installation utilizing a field loop tester/analyzer where inductive loops are installed. Based on the measurement of each loop, the final loop configuration shall be established in such manner as to generate a unique frequency for each adjacent loop system, (detector channel). This unique frequency shall be set such that in the natural state and in the detect state, the frequency does not enter the frequency range of any adjacent loop system. In addition to the frequency setting and adjustments, the loop configuration shall be such that peak tuning characteristics shall be maximized; i.e., the detect state shall be a minimum of a 3.0 reference value based on natural state reference. For loops rated less than a 3.5 reference value, the loops shall be configured to maximize the sensitivity of the loop closest to the stop bar.

The Contractor shall provide the Engineer with the detector test report as provided. This report shall include each detector as labeled on the drawing, and shall show the final loop configuration, the natural state frequency, the detect frequency, and the calculated reference value of each loop system.

In the presence of the Engineer, the Contractor shall flash test all circuits of each signal phase and both circuits of each pedestrian phase to confirm that the signal is wired properly before the signal is requested to be energized. The Contractor shall provide the Engineer with the signal flash report as provided.

#### Signal Energizing

The Contractor, after fully testing the new traffic signal equipment, will contact the Engineer to schedule signal energizing. Signals will only be allowed to be put into operation on Tuesdays, Wednesdays, and Thursdays. The Contractor will have the signal fully tested at least 24 hours before the signal is energized.

### **Functional Testing**

Field Testing of the Signal and Lighting System should conform to the Section 87-1.01D(2) "Quality Control," of the Standard Specifications.

The functional test for each lighting system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

# **Service**

Service shall conform to the provisions in Section 87-1.03L, "Utility Service", of the Standard Specification and these Special Provisions.

The Contractor shall include in his bid any and all costs due to the service installation. Metering shall be per standard plans. The Contractor shall coordinate with the utility agency for service connection.

#### **Railroad Preemption System**

#### **General**

The purpose of this standard is to define the required interface between a highway-rail grade crossing warning system and a traffic control signal for the purpose of railroad preemption.

Where railroad preemption is required, the cabinet assembly shall provide the operation required in this specification relative to the preemption functionality and operation.

The cabinet assembly shall be provided with all hardware necessary to provide the operation described herein. The contractor should closely review the functional requirements of the railroad preemption operation to assure that the equipment is capable of performing the functions as specified. In many cases, the railroad circuits have been designed to provide and support the specific functionality. As a result, no exceptions will be permitted to these requirements.

#### **Railroad Interconnection Circuits**

The following section describes various interconnection circuits which may be used between the grade crossing warning system (railroad equipment) and the traffic signal controller for railroad preemption. The combined circuits are specified in the preemption design and are referred to as the "Interconnection."

#### **Advance Preemption (AP)**

This circuit is used when Advance Pedestrian Preemption operation is NOT specified. Where used, this circuit is provided by the railroad and will notify the traffic signal controller of an approaching train prior to the operation of the railroad active warning devices. The period of time between this notification and the instant when the railroad grade crossing warning devices are activated is known as Advance Preemption Time (APT). In most cases, APT is used by the traffic signal controller to terminate any active non-track clearance movements and to change to a programmed preemption clearance interval in order to provide vehicle operators with an opportunity to start up and clear the track(s). When this input is activated, the follow sequence shall occur:

- Any minimum green interval which has not completed its programmed value shall be truncated to an alternate minimum green value.
- The normal yellow change interval shall complete its programmed value. The yellow change
  interval shall begin once the pedestrian intervals and the minimum green interval have
  completed their timing.
- The normal red clearance interval shall complete its programmed value.

#### Supervision (SUP)

This circuit is provided by the railroad and is used to notify the traffic signal controller of a fault condition in the interconnection cable. The circuit is the inverse operation of Advance Preemption. The Supervision and Advance Preemption circuits shall be checked against each other for proper operation at all times. If at any time these circuits are both energized or are both de-energized, this shall indicate a vital interconnect failure and shall cause the traffic signal controller unit to transition to all-red soft flash until the fault is repaired.

#### **Crossing Active (XR)**

This circuit is provided by the railroad and will notify the traffic signal controller of an approaching train at the point the active warning devices (railroad flashing lights) begin their operation. This circuit is commonly referred to as an "XR" circuit by the railroad.

Where Advance Preemption is used, the intent is for the traffic signal controller to enter the preemption sequence during the Advance Preemption Time and, if used, the Advance Pedestrian Preemption Time and/or the Advance Vehicle Preemption Time period for through train moves. Where a train move restarts within the approach circuit to the crossing, the Advance Preemption Time may be reduced or eliminated. This commonly occurs where railroad switching operations take place, where trains meet or pass, or where trains stop at stations within the approach circuit to the crossing. The railroad then has operating rules which govern the movement of trains over the crossing. However, in these instances where APT is reduced or eliminated and the Crossing Active input is activated, the period of time allocated for the APT has not completed its programmed value and any remaining Walk, Pedestrian Change or Minimum Green time shall be truncated to zero. Yellow Change shall begin for any phases other than the preemption clearance interval phases followed by the Red Clearance interval.

#### Gate Down (GD)

This circuit is provided by the railroad and will notify the traffic signal controller when the gate(s) controlling access over the track(s) approaching the intersection is/are lowered to within approximately 5 degrees of horizontal or when a train has physically entered the limits of the grade crossing (island circuit). The traffic signal controller unit shall not leave the Preemption Clearance Interval (track clearance) until the controller unit receives an indication that the railroad gates are now within 5 degrees of horizontal or that the island has been occupied. Once the Gate Down input to the controller unit is activated, the controller unit must then complete a track clearance green extension time prior to the display of yellow change.

#### Traffic Signal Health Circuit (TSH)

This circuit is provided by the traffic signal controller and will notify the railroad warning system whenever the traffic signal has entered conflict flash, manual flash, soft flash, manual signals off, or when commercial power and backup power system has failed (signals off). The Traffic Signal Health Circuit is an optional output from the traffic signal controller to the railroad control equipment that is part of the interconnection.

#### **Functional Implementation**

The preemption sequencing shall be implemented through the railroad preemption system installed in the cabinet assembly. Based on the states of the interconnection inputs from the railroad warning system, the system will call pre-defined preemption plans in the controller unit. Each preemption plan must be configured for non-locking operation providing the operation described in the following statements:

#### Plan 1 - All-Red Soft Flash

When activated, this plan has priority over all other preemption plans. The controller unit shall transition to All-Red Soft Flash via the following steps:

- A preemption delay period shall elapse prior to transition to this plan. This delay period is
  typically set to allow a railroad preemption system module to be changed within a short
  period of time without placing the intersection into flashing operation.
- Any minimum green interval which has not completed its programmed value shall be truncated to an alternate minimum green value.
- The normal yellow change interval shall complete its programmed value.
- The normal red clearance interval shall complete its programmed value.
- The All-Red Flash interval shall be displayed and begin to time its programmed minimum time. Once the programmed time has completed, the sequence shall remain in All-Red Soft Flash operation until the Plan 1 input is no longer active.
- When the Plan 1 input is no longer active, the sequence shall advance to the programmed exit phases following a programmable steady All-Red display.

#### Plan 2 - Preemption Clearance Interval

When activated, this plan has priority over lower numbered preemption plans. The controller unit shall transition to the Preemption Clearance Interval via the following steps:

- Any minimum green interval which has not completed its programmed value shall be truncated to zero.
- The normal yellow change interval shall complete its programmed value.
- The normal red clearance interval shall complete its programmed value.
- The Preemption Clearance interval shall be displayed and begin to time its programmed minimum time. Once the programmed time has completed, the sequence shall remain in the Preemption Clearance interval.
- When the Plan 2 input is no longer active, the sequence shall advance to the programmed exit phases.

#### Plan 4 - Preemption Dwell Interval

When activated, this plan has priority over lower numbered preemption plans. The controller unit shall transition to the Preemption Dwell Interval via the following steps:

- The normal yellow change interval shall complete its programmed value.
- The normal red clearance interval shall complete its programmed value.
- The Preemption Dwell operation shall commence operation and remain as long as the Plan 4 input is active.

• When the Plan 4 input is no longer active, the sequence shall advance to the programmed exit phases.

# **Traffic Signal Cabinet Interface**

#### General

The traffic signal controller shall provide a solid state interface, using a minimum of two and up to four special railroad preemption system modules. Optimum functionality and safety features are achieved when the modules are installed in a standalone companion input file rack with module insertion verification protection. The companion input file rack shall provide two to four slots for the preemption system modules. Unless otherwise stated, the contractor shall furnish a standalone companion input file rack with module insertion verification protection for the railroad preemption complete with three modules. The interface shall function as follows:

- The railroad preemption system shall operate form nominal 120 Vac power applied via the companion input file rack or the input file pins.
- Each interconnection circuit to the railroad warning system shall operate on 24 Vac and be isolated from all traffic signal cabinet internal voltage sources, AC line, grounds or AC neutral. The system shall be capable of utilizing "Single-Break" or "Double-Break" circuitry. Configuration headers shall be provided on the appropriate modules to permit selection of either mode.
- The railroad preemption system shall generate the isolated 24 Vac supply for the interconnection circuits.
- Each input from the railroad shall be optically isolated from other inputs and not referenced to any traffic signal cabinet internal voltage sources, AC line, grounds or AC neutral.
- The railroad preemption system shall provide a Traffic Signal Health isolated output. This output shall be an isolated 12 Vdc and shall be energized when Traffic Signal Health as described below is valid. The system shall monitor the 120 Vac load switch signal bus control circuit. In addition, the system shall monitor an appropriate signal output to sense "soft flash" operation. Soft Flash is flashing operation generated by the controller unit by providing outputs to the load switches that are turned off and on to develop the specific flash pattern. These two inputs shall be referenced to 120 Vac Neutral. If the signal bus becomes deenergized or flashing operation is sensed, the system shall de-energize the Traffic Signal Health output to the railroad.
- The railroad preemption system shall provide outputs referenced to controller unit logic ground for selection of programmed functions.

#### **Supplemental Terminals**

All supplemental terminals provided as a part of the preemption interface shall utilize a "cage-clamp" design, such as manufactured by WAGO Corporation or equivalent. Terminals which provide "side wipe" connections or set screws are not acceptable.

#### **Controller Harness**

The appropriate harness for the specific controller unit provided shall be furnished and connected to the preemption interface panel.

#### **Railroad Preemption Processor Module**

The Railroad Preemption Processor Module shall be a processor based unit that incorporates an organic light-emitting diode (OLED) display which plugs into the railroad preemption system companion input file rack. It shall be provided with an internal power supply to operate from the 120 Vac source provided in the input file. The isolator shall provide the following functions and features:

• Light-emitting diode (LED) indicator for "POWER".

- LED indicator for "HEALTH".
- LED indicator for "FAULT".
- Menu-driven OLED graphic display to indicate unit status, inputs, outputs and system timing.
- Four-button keypad for user operation.
- Input isolation for Advance Preemption, Supervised, Crossing Active and Gate Down from railroad warning system.
- Outputs (four) for traffic signal controller unit to select preemption plans.

#### **Railroad Preemption Expansion Module**

The Railroad Preemption Expansion Module shall be a processor based unit which plugs into the railroad preemption system companion input file rack to the left of the Railroad Preemption Processor Module. The expansion module shall provide the following functions and features:

- Input for 120 Vac signal bus (load switch power).
- Input for 120 Vac flashing signal indication for soft flash sense (soft flash indication).
- 12 Vdc isolated output to drive railroad vital relay for Traffic Signal Health.
- Isolated option input for Track Clearance Green(s) monitoring from traffic signal load switch outputs.
- Isolated option input for Gate Up, Island or Double-Break Supervision from railroad warning system.
- Outputs (two) for the traffic signal controller unit to select preemption plan.
- Output (advance) for control of blank-out signs or other devices.
- Output (simultaneous) for control of blank-out signs or other devices.

#### **AC Output Module**

**The AC Output module** plugs into two slots of the input file (2-in. wide faceplate) to the left of the Railroad Preemption Expansion Module. Its purpose is to provide a means for power and control of blank-out signs.

The output module shall provide the following functions and features:

- $\circ\quad$  120 V ac load switch circuitry for an input file rack
- o 4 Isolated circuits
- o Ground true input provides 120 V ac output
- o LED output channel status
- o Self-supplied 24 V dc to module rack

#### Railroad Preemption Isolator Module Companion Input File Rack

The Companion Input File Rack provides a minimum of two and up to four slots for the preemption system isolator modules. The Companion input file rack shall provide the following features:

- Two module configuration, Input File Rack, for shelf mounting Railroad Preemption Isolator Processor and Expansion modules.
- Three module configuration, Input File Rack, for shelf mounting Railroad Preemption Isolator Processor, Expansion and AC Output modules.
- WAGO "Cage-Clamp" or equivalent connectors for field wiring.
- Module insertion verification relay protection on processor module slot. Verifies if the processor module is properly seated, when viewed from the front, in the right module slot. An improperly seated or missing module will place a call to the traffic signal controller preemption plan programmed for flash operation.

#### **Railroad Interface**

#### General

Unless otherwise specified, the railroad bungalow shall be provided with isolated relay contacts for the interface. Solid state outputs from the railroad may be used as an option to the relay contacts as required by the railroad. The interface shall provide the circuits described as required and specified in the preemption interconnection design:

#### **Advance Vehicle Preemption**

This optional circuit will notify the traffic signal controller of an approaching train prior to the operation of the active warning devices. Two Heel-Front contacts on the Advance Vehicle Preemption relay are required.

#### **Advance Preemption**

This circuit will notify the traffic signal controller of an approaching train prior to the operation of the active warning devices. Two Heel-Front-Back contacts on the Advance Preemption relay are required. The back contacts on this relay will function as the Supervised interconnection circuit.

#### **Simultaneous Preemption (Warning System Active)**

This circuit will notify the traffic signal controller of an approaching train at the point the active warning devices begin their operation. Two Heel-Front contacts on the XR or equivalent relay are required. The XR circuit shall be connected in such a way that the Simultaneous Preemption Relay can never be down with the XR relay up. This is commonly circuited by having the XR relay as a repeater of the preemption relay.

#### Gate Down

This circuit will notify the traffic signal controller when the gate(s) controlling access to the intersection over the track(s) is lowered. The normal position of this relay is down until the Gate Down contact closes and picks up the relay. Two Heel-Front contacts of the Gate Down relay are required. If more than one gate controls access over the crossing approaching the intersection, then both mechanisms must indicate that they are lowered prior to picking up the Gate Down relay. If preemption is provided on each side of the crossing, two Gate Down relays are required and should be connected to provide the appropriate Gate Down information. In accordance with AREMA 16.30.10, the Gate Down Heel-Front contacts shall be wrapped by a Heel-Back contact on the Island relay. This will provide a Gate Down indication to the traffic signal controller in the event one or more of the included gates is not down and the train occupies the Island circuit.

#### **Traffic Signal Health**

This circuit is an input to the railroad warning system from the traffic signal controller and will notify the railroad warning system whenever the traffic signal has entered malfunction flash, manual flash, soft flash, manual signals off or the power has failed (signals off). The railroad may, at their option provide a traffic signal health relay which will normally be energized by this input. One Heel-Front contact or equivalent of the Advance Preemption relay (and the Advance Pedestrian Preemption relay, if used) shall be in series with the XR relay. This / these contact(s) shall be wrapped by a Heel-Front on the Traffic Signal Health relay. Whenever the Traffic Signal Health relay is down, the operation of the railroad warning devices shall be extended by the Advance Preemption (and Advance Pedestrian Preemption, if used) time. The Traffic Signal Health circuit shall provide a stick function through the XR relay such that once down, the Traffic Signal Health relay must remain down until the XR relay picks up.

# **Emergency Vehicle Detector System**

The Contractor shall provide and install a 3M Emergency Vehicle Detector System per the plans and these Special Provisions with two phase selectors inside the controller cabinet compatible with optically activated receiver units. The Contractor shall provide and install optically activated receiver units with optical detector cable as shown on the plans.

Two emitters shall be supplied by the Contractor. The Contractor shall not responsible for the installation of the emitters on emergency vehicles. The emitters shall be delivered to the Engineer.

The Contractor shall be responsible for making the optical Emergency Vehicle Detector System operational, as per supplier's requirements.

The phase selectors, optical emitter, optically activated receiver units, and optical detector cable shall meet the following specifications:

#### OPTICALLY ACTIVATED, DATA-ENCODED, TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM

The required priority control system will employ data-encoded optical communication to identify the presence of designated priority or probe vehicles. A record of the vehicle by classification and identification number shall be created. In priority vehicle mode, the data-encoded optical communication will request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. In probe vehicles mode, no traffic signal priority is requested-only a record of the probe vehicle's presence is generated.

The priority control system will consist of a matched system of optical emitters, optical detectors, optical detector cable, phase selectors, and system software.

The emitter will generate an infrared, data-encoded optical signal. The optical signal will be detected and recognized by the optical detectors at or near the intersection over a line-of-sight path of up to 2,500 ft. (762m) under clear atmospheric conditions. The phase selector will process the signal from the detector to ensure that the signal (1) is valid base frequency, (2) is correctly data-encoded, and (3) is within user-settable range. If these conditions are met, the phase selector will generate a priority control request (i.e., a green light) for the approaching priority vehicles, or record the presence of approaching probe vehicles by classification and identification number.

The system will require no action from the vehicle operator other than to turn the emitter on. The system will operate on a fist-come, first-served basis. Higher priority (Command) requests will override lower priority (Advantage) requests. The system will interface with most traffic signal controllers and will not compromise normal operation or existing safety provisions.

#### **Matched System Components**

The required priority control data-encoded optical communications system will be comprised of five basic matched components: optical emitter, optical detector, detector cable, phase selector and system software. To ensure system integrity, operation, and compatibility, all components will be from the same manufacturer. The system will offer compatibility with most signal controllers, e.g., electromechanical, NEMA (National Electrical Manufacturers Association), 170. Interfacing to an electromechanical controller may require the use of an interface card.

- A. Data-Encoded Emitter. The data-encoded emitter will trigger the system. It will send the encoded infrared signal to the optical detector. It will be located on the priority or probe vehicle.
- B. Optical Detector. The optical detector will change the infrared signal to an electrical signal. It will be located at or near the intersection. It will send the electrical signal, via the optical detector cable to the phase selector.
- C. Optical Detector Cable. The optical detector cable will carry the electrical signal from the detector to the phase detector.
- D. Phase Selector. The phase selector will accommodate data-encoded communication and will validate, identify, classify and record the signal from the detector. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to the requesting vehicle and/or record presence of a probe vehicle.
- E. Card Rack. The card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
- F. System Software. The system software will be a Windows<sup>TM</sup> 95 compliant program. It supports system configuration and gathering of operational information.
- G. Electromechanical Card. The electromechanical card shall provide electrical interface between the phase selector and electromechanical-type traffic controllers.

#### **System Component Specifications**

- A. Data-Encoded Optical Emitter
  - 1. The required data-encoded emitter will generate the optical signal, which serves as the trigger to the rest of the priority control system. The optical signal generated by the emitter will be a series of data-encoded flashes from a single light source. The flash signal will consist of a fixed frequency base signal and a coded overlay signal that can be used to transmit information.
  - 2. The data-encoded emitter will be powered by the DC voltage supplied from the vehicle's battery, 10 to 16 volts DC.
  - 3. The flash sequence generated by the data-encoded emitter will carry three types of information:
    - (a) The first type will be the base frequency of either 9.63855HZ+/-0.0014HZ for an Advantage priority emitter, or 14.03509HZ +/-0.003HZ for a Command priority emitter.
    - (b) The second type of information generated by the data-encoded emitter will be a vehicle classification and identification code that is interleaved into the base frequency flashes. Setting the vehicle classification and identification code will be accomplished through four, 10-position rotary switches located in the power supply of the data-encoded emitter. Each data-encoded emitter will be capable of setting a minimum of 10 different classifications with 1,000 different identification numbers per class for Command priority and an equal number for Advantage priority, for a total of 10,000 codes for each priority.
    - (c) The third type of information generated by the data-encoded emitter will be reserved for the intersection detection range. The system will enable the Traffic Engineer to manually activate the range code from his/her vehicle using an emitter ON/OFF switch equipped with a special SET RANGE push button. The system configured with a clear lens, will

accommodate setting a separate range from 200 feet to 2,500 feet for both Command or Advantage priority signals. The system, configured with a visible light filter, will accommodate setting a separate range from 200 feet to 1,800 feet for both Command or Advantage priority signals.

- 4. While operating, the data-encoded emitter will conduct self-diagnostics designed to check for data transmission integrity. Any failures of the self-diagnostic tests shall be displayed by flashing of the indicator light.
- 5. Each data-encoded emitter will be supplied with ON/OFF switch. The switch will be equipped with an indicator light providing internal diagnostics that will assist in troubleshooting. The indicator light will operate as follows:
  - (a) Steady on when the data-encoded emitter is operating.
  - (b) Flash at 0.5HZ rate when the data-encoded emitter is disabled.
  - (c) Flash at a 4HZ rate when the emitter is missing pulses.
- 6. The data-encoded emitter will be supplied complete with all cables needed for installation. The cable that connects the flash head to the power supply will be pre-assembled with connectors for both ends; it will be available in two lengths, 4 feet and 15 feet. The cable that connects the power supply to the vehicle battery will have a connector on the power supply end and no connector on the battery end; it will be at least 25 feet in length.
- 7. The data-encoded emitter will be equipped with a disable input that, when activated, will cease unit operation, thereby eliminating the possibility of inadvertent signal transmission after the priority vehicle has arrived at its destination. The unit will start up with a disable input active.
- 8. The data-encoded emitter will operate over a temperature range of -30F° to +140F°.
- 9. The data-encoded emitter will operate over a relative humidity range of 5% to 95%.

#### B. Optical Detector

- 1. The required optical detector will be a lightweight, weatherproof device capable of sensing and transforming pulsed optical energy into electrical signals for use by the phase selection equipment.
- 2. The optical detector will be designed for mounting at or near an intersection on mast arms, pedestals, pipes or span wires.
- 3. Each optical detector will be supplied with mounting hardware to accommodate installation on mast arms. Additional hardware shall be available for span wire installations.
- 4. The optical detector design shall include adjustable tubes to enable their reorientation for span wire mounting without disassembly of the unit.
- 5. The optical detector will accept optical signals from one or two directions and will provide single or dual electrical output signal(s).
- 6. The optical detector will be available in three configurations:

- (a) Uni-directional with one output channel.
- (b) Bi-directional with one output channel
- (c) Bi-directional with two output channels.
- 7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
- 8. The optical detector will have a built-in terminal block to simplify wiring connections.
- 9. The optical detector will receive power from the phase selector and will have internal voltage regulation to operate from 18 to 37 volts DC.
- 10. The optical detector will respond to a clear lens data-encoded optical emitter at a distance of 2,500 feet under clear atmospheric conditions. If the emitter is configured with a visible light filter, the detector will respond at a distance of 1,800 feet under clear atmospheric conditions. The noted distances shall be comparable day and night.
- 11. The optical detector will deliver the necessary electrical signal to the phase selector via an optical detector cable up to 1,000 feet in length.

#### C. Optical Detector Cable

- 1. The optical detector cable shall deliver sufficient power from the phase selector to the optical detector and will deliver the necessary quality signal from the detector to the phase selector over a non-spliced distance of 1,000 feet.
- 2. The cable will be of durable construction to satisfy the following installation methods:
  - (a) Direct burial
  - (b) Conduit and mast arm pull.
  - (c) Exposed overhead (supported by messenger wire).
- 3. The outside diameter of the optical detector cable will not exceed 0.3 inches.
- 4. The insulation rating of the optical detector cable will be 600 volts minimum.
- 5. The temperature rating of the optical detector cable will be  $+167F^{\circ}$  minimum.
- 6. The conductors will be shielded with aluminized polyester and have an AWG #20 (7 x 28) stranded and individually tinned drain wire to provide signal integrity and transient protection.
- 7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
  - (a) Orange for delivery of optical detector power (+).
  - (b) Drain wire for optical detector power return (-).

- (c) Yellow for optical detector signal #1.
- (d) Blue for optical detector signal #2.
- 8. The characteristic impedance of the detector cable shall be: 0.6ohms/1000" 14.3F/1000'
- 9. The shield wrapping will have a 20% overlap to ensure shield integrity following conduit and mast arm pulls.

#### D. Phase Selector

- The phase selector, designed to be installed in the traffic controller cabinet, will accommodate data-encoded signals and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system chassis and suitable system interface equipment and controller software.
- 2. The phase selector will be a plug-in, two or four channel, multiple-priority device intended to be installed directly into a card rack located within the controller cabinet.
- 3. The phase selector will be powered from 115 volt (95 volts AC to 135 volts AC), 60Hz mains and will contain an internal, regulated power supply that supports up to twelve optical detectors.
- 4. Programming the phase selector and retrieving the data stored in it will be accomplished using an IBM PC-compatible computer and the system interface software. The connection can be made either directly, via the computer's communication (COM) port, or remotely via a modem. The communication port on the phase selector will be an RS232 interface located on the front and back of the unit.
- 5. The phase selector will have the capability of storing up to 1,000 of the most recent priority control calls. When the log is full, the phase selector will drop the oldest entry to accommodate the new entry. The phase selector will store the record in non-volatile memory and will retain the record if power terminates. Each record entry will include nine points of information about the priority call, as follows:
  - (a) Classification: Indicates the type of vehicle.
  - (b) Identification number: Indicates the unique ID number of the vehicle.
  - (c) Priority level: Indicates whether Command or Advantage priority, or Probe frequency is requested by the vehicle.
  - (d) Director: Channel A, B, C, or D: Indicates the vehicle's direction of travel.
  - (e) Call duration: Indicates the total time in seconds the priority status is active.
  - (f) Final greens at end of call: Indicates which phases are green.
  - (g) Duration of final greens: Indicates the total time of priority greens.

- (h) Time and date call ended: Indicates the time a priority status ended; provided in second, minute, hour, day, month, and year.
- (i) Maximum signal intensity: Indicates the strongest signal intensity measured by the phase selector during call.
- (j) Priority output active: Indicates if the phase selector requested priority from the controller for the call.
- 6. The phase selector will include several control timers that will limit or modify the duration of a priority control condition, by channel, and can be programmed from a PC-type computer. The control timers will be as follows:
  - (a) MAX CALL TIME: Will set the maximum time a channel is allowed to be active. It will be settable from 120 to 65,535 seconds in one-second increments. Its factory default must be the maximum time.
  - (b) CALL EXTENSION TIME: Will set the time a call is held on a channel after the priority signal is no longer being received. It will be settable from one to 255 seconds in one-second increments. Its factory default must be six seconds.
  - (c) CALL DELAY TIME: Will set the time a call must be recognized before the phase selector activates the corresponding output. It will be settable from zero to 255 seconds in one-second increments. Its factory default must be zero seconds.
- 7. The phase selector's default values shall be re-settable by the operator using and IBM PC-compatible computer, or manually using the switches located on its front.
- 8. The phase selector will be capable of three levels of discrimination of data-encoded optical signals as follows:
  - (a) Verification of the presence of the base optical signal of either 14.03509Hz for Command priority, 9.63855Hz for Advantage priority or 11.25870HZ ±0.0114Hz for Probe frequency.
  - (b) Determination of when the vehicle is within the predetermined range.
  - (c) Validation of the optical signal data-encoded pulses.
- 9. The phase selector's card edge connector will include primary optical detector inputs and power outputs. Two additional detector inputs per channel will be provided on a front panel connector.
- 10. The phase selector will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:
  - (a)  $6.25HZ \pm 0.1HZ$  50% on/duty square wave in response to an Advantage priority call.
  - (b) A steady ON in response to a Command priority call.
- 11. The phase selector will accommodate three methods for setting the high and low priority optical sensitivity (emitter range):

- (a) Using an encoded emitter with range-setting capability.
- (b) Using any optical emitter by manipulating the front panel switches.
- (c) Inputting the information via the communication port.
- 12. The phase selector will have a solid state POWER ON LED indicator that flashes to indicate unit diagnostic mode and illuminates steadily to indicate proper operation.
- 13. The phase selector will have internal diagnostics to test for proper operation. If a fault is detected, the phase selector will use the front panel LED indicators to display fault information.
- 14. The phase selector will have a Command (High) and Advantage (Low) solid state LED indicator for each channel to display active calls.
- 15. The phase selector will have a test switch for each channel to test proper operation of Command or Advantage priority.
- 16. The phase selector will properly identify a Command priority call with the presence of 10 Advantage priority data-encoded emitter signals being received simultaneously on the same channel.
- 17. The phase selector will have write-on pads to allow identification of the phase and channel.
- 18. The phase selector will have a test for each channel to test proper operation of Command or Advantage priority.
- 19. The phase selector shall provide one isolated confirmation light control output per channel. These outputs are user configurable through software for a variety of confirmation light sequences.
- 20. The NEMA model of the phase selector shall have outputs for the control of NEMA controllers that lack internal preemption capability. The function shall be accomplished through the use of Manual Control Enable, Interval Advance and Phase Omit signals.
- 21. The phase selector shall have the capability of recording the presence of a vehicle transmitting at the specified Probe frequency. The phase selector shall at no time attempt to modify the intersection operation in response to the Probe frequency.
- 22. The phase selector shall have the capability of providing Advantage priority in a mode where the output to the controller is gated or controlled by timing relationships within the controller cycle.
- 23. The phase selector shall have the capability to assign a relative priority to a call request within Command or Advantage priority. This assignment is based on the received vehicle ID class.
- 24. The phase selector shall have the capability to discriminate between individual ID codes, and allow or deny a call output to the controller based on this information.
- 25. The phase selector shall have the capability to log call requests by unauthorized vehicles.

- 26. The phase selector shall have the ability to command an emitter to relay a received code to the next intersection.
- 27. The selector shall have the capability of functionally testing connected detector circuits and indicating via front panel of LED's non-functional detector circuits.
- 28. The phase selector shall incorporate a precision real time clock synchronized to the utility AC power line frequency.
- 29. The phase selector shall include an auxiliary interface panel to facilitate interconnections between the phase selector and traffic cabinet wiring.

#### E. Card Rack

- 1. The required card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
- 2. The card rack will be factory wired to one connector, located under the card slot, and a terminal block, located next to the phase selector slot, on the front of the card rack.
- 3. The card rack connector on the front will provide for all connections to the traffic controller.
- 4. The card rack will provide labeled terminal blocks for connecting the primary optical detectors to a phase selector.

#### F. Interface Card for Electromechanical Controllers

- 1. The required interface card for electromechanical controllers will provide electrical and logic interface between the phase selector and an electromechanical-type controller.
- 2. The inputs to the interface card for electromechanical controllers will be connected to the outputs of the phase selector.
- 3. The outputs of the interface card for electromechanical controllers will be connected to the Hand Control Switch or Police Panel where the dial motor and its self-generated solenoid advance pulses are disconnected from the cam/solenoid assembly and replaced by pulses generated by the action of the Hand Control Switch in the electromechanical-type controller.
- 4. The interface card for electromechanical controllers will decode the outputs of the phase selector(s) and advance the controller to the phase that is set for that channel by sensing the traffic controller signal indications.
- 5. The interface card for electromechanical controllers will have one input to disable the interface card.
- 6. The interface card for electromechanical controllers will include the following switches:
  - (a) Channel 1 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 1 green.
  - (b) Channel 2 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 2 green.

- (c) Channel 3 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 3 green.
- (d) Channel 4 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 4 green.
- (e) NON Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when no indications are green.
- (f) Power Switch.

#### G. Interface Software

- 1. The priority control interface software will be provided on 3.5", 1.44MB diskettes to interface with the phase selector. It must run on most IBM-compatible computers equipped with at least 512 KB RAM, Windows<sup>TM</sup> 95 and color VGA display capability.
- 2. The priority control interface software must accommodate:
  - (a) Setting up and presenting user-determined system parameters.
  - (b) Viewing and changing settings.
  - (c) Viewing activity screens.
  - (d) Displaying and/or downloading records of previous activity showing class, code, priority, direction, call duration, final greens at end of call, duration of final greens, time call ended in real time plus maximum signal intensity (vehicle location information). This information may be used to reconstruct the route taken by a priority (or probe) vehicle to track the vehicle.
- 3. The priority control interface software must accommodate operation via a mouse or via the keyboard, or in combination.
- 4. The priority control interface software must provide menu displays to enable:
  - (a) Setting of valid vehicle ID classes and codes.
  - (b) Establishing signal intensity thresholds (detection ranges), modem initialization, intersection name and timing parameters.
  - (c) Setting of desired green signal indications during priority control operation and upload and download capability to view.
  - (d) Resetting and/or retrieving logged data and priority vehicle activity.
  - (e) Addressing for each card in a multi-drop connected system.
  - (f) Confirmation light configuration.
  - (g) NEMA Control Parameters.

#### **Reliability**

- A. All equipment supplied as part of the optical priority control system intended for use in the controller cabinet will meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS2 1992, Part 2.
  - 1. Line voltage variations per NEMA TS2 1992, Paragraph 2.1.2.
  - 2. Power source frequency per NEMA TS2 1992, Paragraph 2.1.3.
  - 3. Power source noise transients per NEMA TS2 1992, Paragraph 2.1.6.1.
  - 4. Temperature range per NEMA TS2 1992, Paragraph 2.1.5.1.
  - 5. Humidity per NEMA TS2 1992, Paragraph 2.1.45.2.
  - 6. Shock test per NEMA TS2 1992, Paragraph 3.13.9.
  - 7. Vibration per NEMA TS2 1992, Paragraph 3.13.8.
- B. Each piece of equipment supplied as part of the priority control system intended for use in or on priority vehicles will operate properly across the entire spectrum of combinations of environmental conditions (temperature range, relative humidity, vehicle battery voltage) per the individual component specifications.

#### **Qualifications**

- A. The manufacturer of the required optical priority control system will verify the proven, safe operation of the system's optical communication technology. Upon request, the manufacturer will produce a list of 20 user agencies having two years or more experience interfacing priority control equipment with electromechanical, solid-state and programmable controller types.
- B. The manufacturer will demonstrate the ability to finance ongoing technical support, written product warranties, and responsibility for product failure.
- C. Upon request, the manufacturer will produce a copy of its last full year and four previous years' corporate financial statements.
- D. The manufacturer will have an independent quality department that has complete authority to control product integrity and is answerable only to the senior officer of the organization.

# **Responsib**ilities

- A. The manufacturer of the required optical priority control system and/or the manufacturer's representative will provide responsive service before, during and after installation of the priority control system. The manufacturer and/or the manufacturer's representative, as consultants to the installer, will provide certified, trained technicians having traffic systems industry experience and operational knowledge of priority control systems.
- B. The lowest fully responsive bidder will be required to supply working production components specified in the Specifications within 14 calendar days from the bid opening date. Failure to do so will render the bid non-responsive.

C. Paragraph B will not be required if, prior to the bid opening, the bidder demonstrated to the County that the equipment bid meets these specifications.

### **Substantiated Warranty**

- A. The manufacturer of the required optical priority control system will warrant that, provided the priority control system has been properly installed, operated and maintained, component parts of a matched component system (see Section II) that prove to be defective in workmanship and/or material during the first five years from the date of shipment from the manufacturer will be covered in a documented system-protection plan, plus an added five-year warranty for repair or replacement at a fixed deductible charge for a total of 10 years of product coverage.
- B. In addition, upon request, the manufacturer will provide documentation proving ability to financially support the 10-year provisions of the warranty. Documentation will include appropriate financial reports for the previous five business years.
- C. The protection plan will warrant that component parts of a matched component system that prove to be defective in workmanship and/or material during the first five years from the date of shipment from manufacturer will be repaired at no charge, and that extended coverage with a fixed repair deductible will be available for an additional five years.
- D. In total, the warranty coverage must assure that system components will be available to allow system operation during the 10-year warranty period.
- E. A copy of the manufacturer's written warranty outlining the conditions stated above will be supplied with the bid.

#### **Certificate Of Insurance**

The manufacturer of the required optical priority control system will provide a certificate of product liability insurance protection for \$5,000,000 assuring the priority control user that the manufacturer is insured against civil damages if proven to be at fault for an accident due to equipment failure within the system of matched priority control components. This certificate, however, need not, and is not meant to provide liability insurance protection to the priority control system dealer, installer or user.

#### **User Support Services**

The manufacturer of the required optical priority control system will offer support programs to assist the purchase and implementation of a priority control system program, including:

- A. A preferred lease program to finance purchase of a system.
- B. Public relations assistance to promote the system within the user community.
- C. Intersection survey service to document appropriate equipment interfaces.
- D. Customized proposals to assist the procurement process.

#### **Certification**

The manufacturer of the required priority control system will certify that all component products are designed, manufactured and tested as a system of matched components and will meet or exceed the requirements of this specification.

# **SIGNAL FLASH TEST REPORT**

Intersection Of: _	Geer Road and Santa Fe Avenue	Date:	
Tested By:			

PHASES	RED	AMBER	GREEN
PHASE 1			
PHASE 2			
PHASE 3			
PHASE 4			
PHASE 5			
PHASE 6			
PHASE 7			
PHASE 8			
OVERLAP A			
OVERLAP B			
OVERLAP C		N/A	
OVERLAP D	N/A		

PEDESTRIAN PHASES	WALK	DON'T WALK
PHASE 2		
PHASE 4	N/A	
PHASE 6		
PHASE 8		

#### **Measurement And Payment**

Per the requirements of Section 9-1.16B "Schedule of Values", of the Standard Specifications, and Section 86-1.01C "Submittals" of the RSS, the Contractor shall submit to the County a cost breakdown of the items of work included in the lump sum price for Traffic Signal and Lighting, at the locations specified. This cost breakdown shall be provided to the Engineer for review and approval prior to commencement of the project. The reviewed and approved cost breakdown will be used to determine and justify partial payments during the progress of the work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required in this section shall be considered as included in the contract lump sum price paid for **Traffic Signal and Lighting**, at the locations specified, and no additional compensation will be allowed.

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

# PART VII – DRAWINGS & PERMITS

#### **DRAWINGS:**

Sheet 1: Title Sheet

Sheet 2: General Notes and Details

Sheet 3-4: Typical Sections
Sheet 5: Project Control
Sheet 6-9: Plan and Profile
Sheet 10-11: Construction Details

Sheet 12-13: Utility Plan

Sheet 14: Stage Construction Plan
Sheet 15: Construction Area Signs
Sheet 16: Measure L Funding Sign
Sheet 17-18: Signing and Striping
Sheet 19: Summary of Quantities

Sheet 20-21: Electrical Plan

#### PERMITS:

BNSF - Grade Crossing Signal and Surface Installation Agreement

BNSF - License for Electric Supply Line Across or Along Railway Property

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

# PART VIII – REVISED STANDARD PLANS AND REVISED STANDARD SPECIFIATIONS

#### REVISED STANDARD PLANS

The revised standard plans (RSPs) are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.

#### REVISED STANDARD SPECIFICATIONS

The revised standard specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.