

CITY OF PINOLE

**Notice to Contractors, Instructions to Bidders,
Special Provisions, Proposal, and Contract Documents for:**

**SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD
FEDERAL PROJECT #: STPL-5126(019)
CIP PROJECT #: RO1714**



Mayor, Vincent Salimi
Mayor Pro Tem, Devin Murphy
Councilmember, Anthony Tave
Councilmember, Maureen Toms
Councilmember, Norma Martinez-Rubin

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APPENDICES
PROJECT PLANS

SIGNATURE PAGE
CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD
FEDERAL PROJECT # STPL-5126(019)
CITY OF PINOLE PROJECT #: RO1714

The Special Provisions contained herein have been prepared by or under the direction of Robert Stevens, a registered professional engineer.



A handwritten signature in black ink, appearing to read "R. Stevens".

Robert Stevens, PE, TE
Project Engineer
CSW|ST2
415.533.1864
rstevens@cswst2.com

Date: 08.10.2022

Reviewed for general conformance with the standard specifications and Municipal Code of the City of Pinole.

NOTICE INVITING BIDS
SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD
FEDERAL PROJECT # STPL-5126(019)
CITY OF PINOLE PROJECT #: RO1714

RECEIPT OF BIDS: The City of Pinole will receive sealed bids submitted for SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD until 2:00 p.m. (Pacific Standard Time) on September 21, 2022. Any bids received after the specified time and date will not be considered. Fax and other electronically submitted bids will not be accepted.

Sealed bids shall be submitted addressed and noted as follows:

City of Pinole
Department of Public Works
Attn: Misha Kaur, Capital Improvement and Environmental Program Manager
2131 Pear Street
Pinole, CA 94564

Sealed bid for: Safety Improvements at Appian Way and Marlesta Road Project

BID OPENING: The bids will be publicly opened and read at 2:00 p.m. (Pacific Standard Time) on September 21, 2022 at City of Pinole, 2131 Pear Street, Pinole, CA 94564.

PRE-BID CONFERENCE: There is no pre-bid conference.

WORK DESCRIPTION: In general, the work consists of installing a traffic signal, striping, and hardscape, and for all other work, items, or details that are required by the Drawings, Standard Specifications, of these Special Provisions. The Engineer's Estimate for this project is \$500,000.

BID DOCUMENTS: Bid Documents can be downloaded free of charge through the City's webpage at <https://www.ci.pinole.ca.us/bids> (select: SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA RD. under the Open bids section). Bid documents will also be posted on www.publicpurchase.com

QUESTIONS: All questions regarding bid documents, construction plans, and specifications must be submitted via e-mail to Misha Kaur, Capital Improvement and Environmental Program Manager at mkaur@ci.pinole.ca.us no later than 5:00 p.m. (Pacific Standard Time) on Monday, September 12, 2022. Alternatively, questions can be submitted through the Public Purchase platform. Questions will be answered in a written response and will be available to bidders on the City's website at www.ci.pinole.ca.us/bids.

BID DEPOSIT: A certified check or bank draft, payable to the order of the City of PINOLE, negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total bid shall be submitted with each bid. A bidder shall not be relieved of the bid unless by consent of the City nor shall any changes be made in the bid because of mistake, but a bidder may bring an action in the Superior Court of Contra Costa County for recovery of any amount forfeited, without interest or costs. A bidder who claims a mistake or who forfeits his or her bid security shall be prohibited from participating in further bidding on the project.

WITHDRAWAL OF PROPOSALS: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or its duly authorized representative. The withdrawal of a bid

does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

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

PREVIOUS DISQUALIFICATION, REMOVAL, OR OTHER PREVENTION OF BIDDING: A bid may be rejected on the basis of a bidder, any officer of such bidder, any employee of such bidder who has a proprietary interest in such bidder, or any listed subcontractor, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of any law or any safety regulation.

RESPONSIBILITY FOR VERIFYING CONTRACT ADDENDA: All bidders shall verify if any addenda for this project have been issued by the City of Pinole. It is the bidders' responsibility to ensure that all requirements of contract addenda are included in the bidder's proposal. All bidders shall include a signed copy of all contract addenda with the proposal. Failure to comply with this requirement shall cause the proposal to be considered as non-responsive and shall be grounds for rejection of the bid.

CONTRACTOR'S LICENSE: All bidders are subject to California contractor's licensing laws and the provisions of Business and Professions Code Section 7028.15. A California Type A Contractor's license is required to bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract.

MINIMUM WAGE RATES: Not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

DISADVANTAGED BUSINESS ENTERPRISE: The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBE) have opportunity to participate in the contract (49 CFR 26). **The contract goal for this project is 14% DBE participation.**

BID REVIEW: Bids may be held by the City of Pinole for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

CITY'S RIGHT TO REJECT BIDS: The City of Pinole reserves the right to reject any or all Bids, or to waive any informality or minor irregularity in the bids.

BID PREPARATION COSTS: Bidders are solely responsible for the cost of preparing bids.

City of Pinole,



Misha Kaur, Capital Improvement and Environmental Program Manager

08/26/2022

Date

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bid Documents can be downloaded free of charge through the City's webpage at <https://www.ci.pinole.ca.us/bids> (select: SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA RD. under the Open bids section). Bid documents will also be posted on www.publicpurchase.com

2. PROPOSAL

To receive consideration, bids shall be made in accordance with the following instructions:

- A. Bids shall be made upon the proposal form contained herein. All items shall be properly filled in, and numbers shall be stated both in writing and in figures. The signatures shall be original. Any alterations, interlineations, or erasures must be initialed.
- B. Bids shall be submitted only upon the items of bid stated in the specifications; bids upon other basis will not be considered. Bids that do not reference all addenda or that are not submitted on the prescribed forms may be rejected.
- C. The City reserves the right to accept bids on work and alternatives listed in the bid form in sum total or individually or in any combination unless the bid form makes specific provision to the contrary.
- D. Unless called for, alternative bids will not be considered.
- E. Modification of bids already submitted will be considered only if received at the office designated in the invitation for bids by the time set for opening of bids.
- F. Pursuant to the provisions of Section 4100 through 4113 of the Public Contracts Code of the State of California, every bidder shall, in his bid, set forth:
 - 1) The Name and Location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total bid, or ten thousand dollars (\$10,000), whichever is greater.
 - 2) The portion of the work that will be done by each such subcontractor.
- G. In the event that alternative bids are called for and bidder intends to use different or additional subcontractors on the alternative or alternatives, he shall fill out additional forms of the Subcontractors List and shall indicate on such forms whether they apply to the base or alternative bids.
- H. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the bidder's total bid or, in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent of the total bid, or \$10,000, whichever is greater, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the City, either:

- 1) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- I. Bids shall be accompanied by a certified or cashier's check, or an acceptable bidder's bond for an amount not less than ten percent (10%) of the bid, made payable to the order of the City of Pinole, California. Said check or bond shall be given as a guarantee that the bidder will timely enter into a Contract and provide all required insurance and bonds if awarded the work. In the case of refusal or failure to timely provide all required documents and enter into said Contract, the check or bond, as the case may be, shall be forfeited to the City of Pinole, California, as provided by law.
- J. Before submitting a bid, bidders shall carefully examine the Plans, Specifications, and the form of Contract, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the Contract.
- K. Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make its own estimates from the Plans and Specifications. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid price, and the bid total will be conformed accordingly.
- L. Bids, and modifications thereof, if any, shall be delivered to the office of the City Clerk, City of Pinole, County of Contra Costa, California, on or before the day and hour set for the opening of bids in the Notice Inviting Bids, enclosed in a sealed envelope, and bearing the Project No. and Title of the work and the name of the bidder.
- M. The contract may not be awarded to a Contractor who is ineligible pursuant to Section 1771.1 or 1777.7 of the Labor Code, nor may any subcontract be awarded to a subcontractor that who is ineligible pursuant to Section 1771.1 or 1777.7 of the Labor Code. In accordance with Section 1771.1 of the California Labor Code, 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. 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

California Labor Code section 1725.5. In accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. WITHDRAWAL OF BIDS

Bids may be withdrawn upon request by the bidder prior to the time set for opening of bids, provided that the request is in writing, and has been executed by the duly authorized representative of the bidder. No bid may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.

4. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should a bidder find discrepancies in, or omissions from the Plans or Specifications, or should it be in doubt as to their meaning, it shall at once notify Misha Kaur, Capital Improvement and Environmental Program Manager, by email at mkaur@ci.pinole.ca.us. Should it be found that the point in question is not clearly and fully set forth, a written Addendum will be issued. The City will not be responsible for or bound by any oral instructions or advice.

5. ADDENDA OR BULLETINS

Addenda(s) may be issued to make other additions, deletions, or revisions to the Contract Documents. Addenda(s) will be posted on <https://www.ci.pinole.ca.us/bids> (select: SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA RD. under the Open bids section). Addenda(s) will also be posted on www.publicpurchase.com. It shall be the bidder's responsibility to check <https://www.ci.pinole.ca.us/bids> to obtain any addenda that may be issued.

6. OPENING OF BIDS

Bids will be publicly opened and read, at the time and date set in the Notice Inviting Bids, at the City of Pinole, 2131 Pear Street, Pinole, CA 94564.

7. AWARD OR REJECTION OF BIDS

The City reserves the right to reject the bid of any or all bidders, and to waive any immaterial defect or informality in the bids received.

The Basis of Award for this project will include the Base Bid amount.

8. LAWS AND ORDINANCES

The successful Contractor and all subcontractors used in the work will be required to hold or to obtain a City of Pinole business license for which the fee will not be waived. Prior to the start of work, the successful Contractor shall obtain all other required permits from the City of Pinole, for which the fees will not be waived. The successful Contractor shall also obtain any other permits required from other agencies for the completion of the project, for which the fees will not be waived.

If any Contractor, or any subcontractor used in the work by the Contractor, is currently in violation of any federal, state or local law or ordinance related to public works bidding or construction, the Contractor's bid may be deemed to be non-responsible.

9. SECURITY IN LIEU OF RETENTION

The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.

- a. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
- b. Alternatively, the contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "Owner," _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ___ in the amount of ___ dated ___ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of ____, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the

parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner	Contractor
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

10. CONTRACT BONDS

General – The successful bidder shall furnish to the City of Pinole a Performance Bond and a Payment Bond required by the State of California Contract Act. Said bonds shall be furnished in a form satisfactory to the City. Each of said bonds shall be executed in an amount equal to one hundred percent (100%) of the total bid.

Faithful Performance – Refer to Appendix A for a sample of Performance Bond.

Payment Bond – The Payment Bond shall guarantee payment of all claims for labor, materials, provisions, provender and supplies furnished and any amounts required to be deducted withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code. The bond shall satisfy all of the requirements set forth in Civil Code Section 3248. A sample payment bond is enclosed in Appendix A.

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

11. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other Contractor.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

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

13. BIDS TO BE LEFT ON DEPOSIT

Unless otherwise required by law, no bid, nor any part thereof, may be withdrawn by the bidder for

a period of ninety (90) calendar days after the opening of the bids.

14. MANDATORY NON-COLLUSION AFFIDAVIT

- A. The City will, before any award of the Contract is made, require any bidder to whom it may make an award of the principal Contract, to execute a Non-Collusion Affidavit.
- B. The City may require that the principal Contractor shall, before awarding any subcontract, secure from the proposed subcontractor a Non-Collusion Affidavit.

15. CONTRACTOR'S LICENSE

No bid may be considered from a Contractor who, at the time the contract is awarded, is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of license required, the decision of the Contractor's State License Board shall prevail. The classification of Contractor's license required in the performance of this Contract is a Class A or C-12. Please note that there are other licensing requirements for particular items of work (e.g. landscaping); this licensing requirement may be satisfied by a listed subcontractor at time of bid.

16. INDEMNIFICATION AND INSURANCE

Attention is directed to Section 7-1.05, "Indemnification" of the Standard Specifications and these Special Provisions.

Indemnification_– Contractor shall indemnify, and shall cause all subcontractors to indemnify, the City in accordance with Section 3.4 of the Construction Agreement.

Insurance – Contractor shall provide and maintain the insurance requirements and limits as specified in the "City of Pinole – Insurance Requirements – Type 1: Consultants and Contractors" attached in Appendix B for the duration of the contract, agreement, or other order of work, services or supplies, 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 and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

Insurance certificates and endorsements shall be reviewed and approved by the City's Risk Management before work may begin. The City of Pinole reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Upon notification of receipt by the City of a Notice of Cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new renewal policy and certificates for such policies.

If at any time during the life of the Contract or any extension the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to terminate the Contract

17. PERMITS

The Contractor shall obtain and pay for all building, plumbing, electrical, encroachment, and other permits required by the Contract, City Ordinance or any other agency, necessary for the construction of the work, unless otherwise specifically provided for in other contract documents. The Contractor and their subcontractors shall obtain and pay for all licenses required the City including a City business license. The Contract and its sub-Contractor are required to secure a City encroachment permit; the Contractor at its option may include one or more of their sub-Contractors under their encroachment permit. There will be no fee for City issued permits.

18. PREVAILING WAGES

The Contractor is hereby notified that this project is subject to wage guidelines as referenced in these Specifications. The prime Contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than the wage applicable for their work classification, as specified in the wage guidelines contained in the specifications.

19. TIME LIMITS OF WORK

See Section 7 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES of these Special Provisions.

20. GUARANTY

All work shall be guaranteed for a period of one (1) year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within (10) days after giving written notice to the Contractor, or his agent, the Contractor should fail to make or undertake with due diligence the aforesaid repairs; provided, however, that in case of an emergency, where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the costs thereof.

The Contractor shall, upon completion of the Contract and prior to filing of the Notice of Completion, post a Maintenance Bond in the amount of ten percent (10%) of the Contract value. The Maintenance Bond shall remain in full force and effect through the guaranty period of one (1) year.

21. EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance endorsements, within ten (10) working days after the bidder has received the contract documents. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the agreement within said time, the City may declare he bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

22. ASSIGNMENT

The performance of the Contract may not be assigned, except upon the written consent of the City. Consent will not be given to any proposed assignment that would relieve the original Contractor or its surety of their responsibilities under the Contract, nor will the City consent to any assignment of a part of the work under the Contract.

23. CONTRACTORS INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of work under this Contract, as a result of failure on initial investigations or reports prepared by City for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

24. SIGNATURE OF CONTRACTOR

Corporations:

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

Partnerships:

The names of all persons comprising the partnership or co-partnership must be stated. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk, in which case the general partner may sign.

Joint Ventures:

Bids submitted as joint ventures must so state and be signed by each joint venture.

Individuals:

Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

25. CONDITIONAL CONTRACT AWARD

Notwithstanding any action by the City Council of Pinole to award a contract to a bidder, all contract awards are expressly conditioned on the timely provision of all required documents, including the executed Contract, to the City. The provision of all such documents is a condition precedent to the effectiveness of any contract award. Failure to provide any of the required documents may result in forfeiture of the bidders bid security as provided by law.

26. BID PROTEST

Any protest pertaining to the proposed award or any other matter relating to the bidding procedure must be submitted in writing to the City of Pinole no later than 4:00 P.M. of the second business day following the date of bid opening. The protestor must have actually submitted a bid directly to the City of Pinole on the Project or have been specifically excluded from filing a bid due to an action by the City. A subcontractor of a party filing a bid on this project may not submit a bid protest on its own accord. Each bid protest shall be accompanied by a check in the amount of \$500.00 payable to the City of Pinole for each protest and shall constitute a non-refundable fee to reimburse the City of Pinole for its costs in reviewing and investigating the bid protest. The City of Pinole will review the bid protest and will issue its determination within a reasonable amount of time prior to bid award. These procedures and time limits are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest.

27. BID CHECKLIST

The following summarizes the items required by the City of Pinole to be considered as a responsive bid. The following list is meant to be a guide to the Contactor. The Contractor is ultimately liable for providing all documents required by these Specifications.

- a. Complete the Bid Proposal including providing a summary of unit and total costs.
- b. Provide a bid deposit or bid bond.
- c. Submit a list of subcontractors noting DBE and Non-DBE.
- d. Compile the Equal Employment Opportunity Certification
- e. Submit the Public Contract Code forms
- f. Complete the Debarment And Suspension Certification
- g. Provide the Statement Acknowledging Penal And Civil Penalties
- h. Complete the No collusion Affidavit
- i. Complete the Nonlobbying Certification
- j. Complete the Disclosure Of Lobbying Activities
- k. Acknowledge all bid addenda.
- l. Provide Exhibit 15-G Construction Contract DBE Commitment
- m. Provide Exhibit 15-H Proposer/Contractor Good Faith Efforts

PROPOSAL

DATE: _____

PROPOSAL TO THE CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD
FEDERAL PROJECT # STPL-5126(019)
CITY OF PINOLE PROJECT #: RO1714

BIDDER (Firm Name) _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE #: _____

FAX #: _____

CONTRACTOR LICENSE # _____

The work for which this proposal is submitted is for the 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 Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated August 1, 2022, and are entitled:
Notice to Contractors and Special Provisions for: SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD

The project plans for the work to be done were approved August 1, 2022 are entitled:
Project Plans for: SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD

CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD

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

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Pinole, and that discretion will be exercised in the manner deemed by the City of Pinole to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Pinole respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final. If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Pinole, within 8 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice from the City of Pinole that the contract has been awarded, the City of Pinole 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 City of Pinole.

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; and the plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Pinole to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

BID SCHEDULE

Item No.	Item	SP Section	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization/ Demobilization	1-11	LS	1	\$	\$
2	Traffic Management	1-13	LS	1	\$	\$
3	Water Pollution Control	1-15	LS	1	\$	\$
4	Construction Layout	1-16	LS	1	\$	\$
5	Utility Potholing	1-19	LS	1	\$	\$
6	Clearing and Grubbing	1-21	LS	1	\$	\$
7	Concrete Flatwork	1-24	SF	1,800	\$	\$
8	Extend Concrete Curb	1-24	LF	100	\$	\$
9	Concrete Wall	1-25	SF	40	\$	\$
10	Wood Wall	1-25	SF	80	\$	\$
11	Relocate Bus Sign and Post (R)	1-26	EA	2	\$	\$
12	New Sign on Traffic Signal	1-26	EA	8	\$	\$
13	New Sign on Post	1-26	EA	2	\$	\$
14	Slurry Seal	1-29	SY	1,500	\$	\$
15	Center Line Markers	1-27	LF	100	\$	\$
16	Striping Detail 9	1-27	LF	100	\$	\$
17	Striping Detail 38	1-27	LF	100	\$	\$
18	Striping Detail 39	1-27	LF	200	\$	\$
19	Limit Line	1-27	LF	80	\$	\$
20	Crosswalk Markings	1-27	SF	2,500	\$	\$

See next page for bid schedule.

BID SCHEDULE CONTINUED

Item No.	Item	SP Section	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
21	Pavement Markings	1-27	SF	30	\$	\$
22	Green Thermoplastic Markings	1-30	SF	1,000	\$	\$
23	Traffic Signal	1-28	LS	1	\$	\$
24	Electrical Service	1-28	LF	100	\$	\$

(R) indicates a revocable bid item.

TOTAL BASE BID AMOUNT: _____ **(Numerals)**

TOTAL BASE BID AMOUNT: _____ **(Text)**

The undersigned hereby certifies that they understand and agree that the items listed as Bid Alternates may be incorporated into the Contract Documents at the discretion of the City depending on the financial resources available at the time the contract is awarded. The undersigned hereby certifies they understand and agree that regardless of whether the City incorporates the use of the Bid Alternates, the Low Bidder will be determined by the Total Bid (as shown above); which is the total of the Base Bid.

The undersigned hereby certifies that he has an appropriate license, issued by the State of California to provide this work; that such license will be in full force and in effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated _____ California Contractor's License No. _____

CONTRACTOR _____
Signature Print or Type Name and Title

The above bid proposal includes Addenda No's _____.

REJECTION OF BIDS:

The undersigned agrees that the City of Pinole reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME:

If the proposal is accepted, the undersigned agrees to execute the required agreement and furnish the required bonds within ten (10) working days from the date of signing of this Contract.

BID DEPOSIT

There is enclosed herewith, a certified check or surety bond in the sum of ten percent (10%) of the base bid _____ **DOLLARS AND** _____ **CENTS** (\$ _____) made payable to the City of Pinole and the undersigned agrees that in case of his failure to execute the necessary contract and furnish the required bonds, the certified check or surety bond the money payable thereon, shall be and remain the property of the City 9o.

NOTE: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and Bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by Bidder, the unit price will be considered to be the bid.

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

IMPORTANT NOTICE: On a separate sheet of paper, provide the following information. If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.

Contractor is licensed in accordance with California law, **LICENSE NO.** _____.

_____	_____	_____
Officer's Signature	Title	Date
_____	_____	_____
Officer's Signature	Title	Date
_____	_____	_____
Officer's Signature	Title	Date

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.

Address of Bidder:

Corporate Seal:

State of Incorporation

BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on a public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The City of Pinole will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

Photocopy this form for additional firms.

Federal Project #: STPL-5126(019)

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

NOTE: If alternate bids are called for, and Contractor intends to use different or additional subcontractors on the alternates, he/she must provide a separate list of subcontractors for each alternate.

Signature of Bidder

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted.

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

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore,** except in any of the following cases:
- (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or

issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- (f) Any compliance or noncompliance with subdivision I of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____

Class: _____

Expiration Date: _____

Date: _____

Signature: _____

NONCOLLUSION AFFIDAVIT

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

To the City of Pinole, Department of Public Works

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

**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:

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 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.

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form – LLL

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional

District, if known.

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

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

Accompanying this proposal is _____
(NOTICE: Insert the words "Cash (\$)," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.)
in an amount equal to at least ten percent of the total of the bid.

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

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

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

License No. _____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

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

Date: _____



Signature of Title of Bidder

Phone Number: _____

Business Address: _____

**CITY OF PINOLE
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____ as Principal,
and _____ as Surety are
bound unto the City of Pinole, State of California, hereafter referred to as "Obligee", in the penal sum of
ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work
described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required
under the specifications, after the prescribed forms are presented to him for signature, enters into a
written contract, in the prescribed form, in conformance with the bid, and files two bonds with the
Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for
labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall
remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall
pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the
court.

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____
On this _____ day of _____ in the year 20__ before me
_____, personally appeared, _____
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to this instrument as the attorney-in-fact of _____, and
acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his
(her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Pinole 2. Contract DBE 14%
 3. Project Description: Safety Improvements at Appian Way and Marlesta Road
 4. Project Location: Appian Way and Marlesta Road Intersection
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: <u>RO1714</u> 22. Federal-Aid Project Number: <u>STPL-5126(019)</u> 23. Bid Opening Date: <u>09/22/2022</u> 24. Contract Award Date: _____ 25. Award Amount: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
_____	_____	_____	_____
26. Local Agency Representative's Signature	27. Date	16. Preparer's Signature	17. Date
_____	_____	_____	_____
28. Local Agency Representative's Name	29. Phone	18. Preparer's Name	19. Phone
_____	_____	_____	_____
30. Local Agency Representative's Title		20. Preparer's Title	
_____		_____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.
 ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____

Bid Opening Date _____ CON

The City of Pinole established a Disadvantaged Business Enterprise (DBE) goal of 14% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

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

--	--	--

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

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

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

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

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

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

CITY OF PINOLE
CONTRACT FOR SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD

THIS AGREEMENT is made and entered this _____ day of _____, 2022, by and between the CITY OF PINOLE, hereinafter referred to as "City" and _____ hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference, and

WHEREAS, City desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Contract Documents. The Contract Documents referred to herein are incorporated by reference as if set forth in full in this Agreement. The Contract Documents shall include the shall include the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), this Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. This Agreement, and the Contract Documents, includes the exhibits to this Agreement, including Exhibit A Insurance, Exhibit B Minimum Wage Rates
2. Scope of Services. City hereby employs Contractor to perform the work and provide the services and materials for the project identified as: Safety Improvements at Appian Way and Marlesta Road, as described in these Plans and Specifications, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in these Plans and Specifications. In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.
3. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid _____ dollars in accordance with the prices as submitted on the Bid Sheet of the Proposal, attached hereto as a part of these Plans and Specifications and in accordance with the Special Provisions.
4. Independent Contractor. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the City. Accordingly, Contractor shall not be deemed the City's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against City.
5. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of City.
6. Termination. This Agreement may be canceled by City at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all

services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

7. Worker's Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
8. Prevailing Wages and General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the CITY ENGINEER and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.
9. Dispute resolution is subject to the provision of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory non-binding mediation in the event of litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
10. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees and court costs.
11. Severability. If any term or provision or portion of a term or provision of this contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF PINOLE

CONTRACTOR

By: _____

City Manager

By: _____

Print Name, Title

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

CITY OF PINOLE

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY – IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF PINOLE – IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 20____, before me, the undersigned, appeared _____ known to me to be the President or Vice President and known to be to be the Secretary or Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its City Council.

WITNESS my signature and seal.

Notary Public

(Seal)

INSURANCE REQUIREMENTS FOR CITY OF PINOLE

Public Works Contract

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, lose, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. The City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability and property damage.

1. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day's prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
2. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.
3. The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

FEDERAL WAGE RATES

Refer to the Department of Labor Homepage on the internet for the current rates at <https://sam.gov>.

WORKER’S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the City of Pinole has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Pinole
City Hall
2131 Pear Street
Pinole, California 90275

2. The insureds under such policy or policies are:

3. Worker’s Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days’ written notice thereof has been served upon the City Clerk of the City of Pinole

By: _____
Its Authorized Representative

INTENTIONALLY LEFT BLANK

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code Sections 1720, 1773.9, 1773.11, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (Agency) and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.9 which requires the payment of per diem wages to each worker needed to execute the work to the extent required by law, as well as California Labor Code Section 1773.11, which requires payment of holiday and overtime wages to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date _____

Signature _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Pinole and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively Indemnitees) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively Liabilities), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the Agreement) or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

Indemnitor

Name _____

Name _____

By: _____

By: _____

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured (Named Insured):

Name and address of Insurance Company (Company):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

Contractual Liability	Explosion Hazard
Owners/Landlords/Tenants	Collapse Hazard
Manufacturers/Contractors	Underground Property Damage
Products/Completed Operations	Pollution Liability
Broad Form Property Damage	Liquor Liability
Extended Bodily Injury	
Broad Form Comprehensive	
General Liability Endorsement	

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or G claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured (Named Insured):

Name and address of Insurance Company (Company):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the Additional Insureds under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

CITY ENGINEER
City of Pinole
2131 Pear Street
Pinole, California 94564

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

Any Automobiles All Owned Automobiles Non-owned Automobiles Hired Automobiles Scheduled Automobiles Garage Coverage	Truckers Coverage Motor Carrier Act Bus Regulatory Reform Act Public Livery Coverage <hr/> <hr/>
--	--

12. A G deductible or G self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: ____(*if none, so state*). The deductible is applicable G per claim or G per occurrence (*check one*).

13. This is a G occurrence or G claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured (Named Insured):

Name and address of Insurance Company (Company):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (A Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the Additional Insureds) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Pinole

2131 Pear Street
Pinole, California 94564

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
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Following Form
Umbrella Liability

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
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12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable G per claim or G per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (_____)

PAYMENT BOND

(LABOR AND MATERIALS)

Whereas, The City Council of the City of Pinole, State of California, and _____ (hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 201__, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pinole to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and _____, as corporate surety, are held firmly bound unto the City of Pinole (hereinafter called "City") and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 201__.

By: _____

Title: _____

By: _____

Title: _____

PERFORMANCE BOND

Whereas, The City Council of the City of Pinole, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 201_, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Pinole (hereinafter called "City"), in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

By: _____

Title: _____

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

CONTRACT NO. _____

This is to certify that _____
FILL IN CONTRACTOR'S NAME

(hereinafter the "undersigned") declares to the City of Pinole, under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment, and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees or subcontractors used or in contribution to the execution of its contract with the City of Pinole with regard to the building, erection, construction, or repair of that certain work of improvement known as CONTRACT NO. _____ situated in the City of Pinole, State of California, more particularly described as follows:

DESCRIPTION OF WORK

The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract, which would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit the City of Pinole and all agents and employees of the City, and each of them, from any and all claims, debts, demands, or causes of action which exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and the City of Pinole or which relate in any way to the work performed by the undersigned with regard to the above-referenced construction project.

Further, the undersigned expressly acknowledges its awareness of, and waives the benefits of, Section 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor."

This release is intended to be a full and general release of any and all claims which the undersigned now has or may, in the future, have against the City of Pinole and/or its agents and employees with regard to any matter arising from the construction of the above-referenced project or the Contract between the City of Pinole and the Contractor with respect thereto, whether such claims are now known or unknown or are suspected or unsuspected.

CONTRACTOR

By: _____
Signature

Dated: _____

Print Name and Title

REQUIRED FEDERAL-AID CONTRACT LANGUAGE

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

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

for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b):

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

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

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances.

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

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

E. Termination and Substitution of DBE Subcontractors

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

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

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

F. Commitment and Utilization

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

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

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

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

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

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

The Agency shall request the prime contractor to:

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

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

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

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the

notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

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

G. DBE RUNNING TALLY OF ATTAINMENTS

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

2. BID OPENING

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

3. BID RIGGING

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

Inspector General.

4. CONTRACT AWARD

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

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

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

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of Fifty (50) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Pinole the sum of \$1,700.00 for day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

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

Production includes:

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

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

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

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

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

See next page. This excludes EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

FEDERAL-AID CONTRACT LANGUAGE SUPPLEMENTAL (FHWA FORM 1273)

PLEASE SEE THE NEXT 13 SHEETS

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SPECIAL PROVISIONS

SECTION 1-01. NOTICE TO PROCEED AND COMMENCEMENT OF WORK

Within ten (10) working days from the receipt of the Notice of Award of Contract, the Contractor shall furnish the items required by Section 1-04 of the Special Provisions. The submittal of the traffic signal system is critical to managing the schedule.

The REQUIRED FEDERAL-AID CONTRACT LANGUAGE paragraph 7 68BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES, of these documents specifies the total number of working days for the Contract. This section requires the Contractor to begin work within 15 calendar days after the issuance of the Notice to Proceed.

Upon receipt of the Notice to Proceed, the Contractor shall commence with the work necessary to procure the traffic signal system components. This shall include the following elements completed within 25 days of the Notice to Proceed:

1. Locate all existing utilities to confirm the configuration of the traffic signal system.
2. Modify the traffic signal system submittal and update the Schedule of Values.

The Engineer shall have five (5) days to review the traffic signal system. Upon receipt of a favorable review of the traffic signal system, the Contractor shall order the material. The Contractor shall provide a receipt of the order and an estimated delivery date. Once the Contractor demonstrates that they have ordered the material, the Engineer will suspend the count of working days.

Once the materials are available, the Contractor shall notify the Engineer and be prepared to commence construction within 5 calendar days provided Pacific Gas and Electric is prepared to remove the overhead conductor. Upon a mutually agreed date, the Engineer will resume the count of working days.

If there is a delay in the delivery of materials, the Contractor shall notify the Engineer immediately. Under no exception, shall the installation be more than six (6) months from the order date.

The Contractor shall prosecute the work in the most efficient manner to minimize inconvenience to the public and complete the work within the Contract time limit. Prior to issuing the notice to proceed, the Contractor shall:

PAYMENT – Full compensation for conforming to this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-02. FEDERAL TRAINEE PROGRAM

A federal trainee program is not required for this contract.

PAYMENT – Full compensation for conforming to Trench Safety shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-03. INCREASED OR DECREASED QUANTITIES

The provisions of Section 9-1.06B and 9-1.06C Increase or Decrease of more than 25% of the Standard Specifications are hereby deleted from the contract. The Contractor is paid the same unit cost regardless of the units of work completed.

PAYMENT – Full compensation for conforming to Trench Safety shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-04. CONSTRUCTION SCHEDULE

The Contractor shall furnish and update a construction schedule as required in Section 8-1.02D "Level 3 Critical Path Method Schedule" to the Engineer.

PAYMENT – Full compensation for conforming to Schedule shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor

SECTION 1-05. SUBMITTALS

The Contractor shall provide submittals in an electronic format to the Engineer for review and approval. The Contractor shall not proceed with procuring materials or commencing work until the submittal receives a favorable review by the Engineer. The Engineer shall have at least five working days to review all submittals. Prior to the Pre-Construction, the Contractor shall furnish the following:

1. Designation of Project Superintendent.
2. 24-hour contact information.
3. Primary and Secondary Notification
4. Construction schedule
5. Vehicular and Pedestrian Traffic Control Plan for each phase of the work
6. Striping materials
7. Concrete Mix Design
8. Traffic signal equipment
9. Wood wall materials.
10. Water Pollution Plan

The City reserves the right to require additional submittals from the Contractor that are not specifically identified above. See the Special Provisions for additional submittals required.

PAYMENT – Full compensation for conforming to this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-06. WORKING DAYS AND HOURS

Except as expressly authorized in writing by the City, Contractor is limited to performing Work on the Project on Monday to Friday excluding holidays observed by City.

Hours of work shall be between 7:00 A.M. to 5:00 P.M. The Contractor shall not perform any work, including warming up and servicing equipment, receiving deliveries, and other related work prior to 7:00 A.M.

PAYMENT – Full compensation for conforming to this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-07. DEFINITIONS

The following definitions apply to these Special Provisions.

- Agency/City - City of Pinole
- Board - City Council
- Caltrans - California Department of Transportation
- City - City of Pinole
- City Standards Specifications - Shall mean the Caltrans Standard Specifications
- County - County of Contra Costa
- Director - The Director of Public Works / City Engineer, City of Pinole, acting either directly or through their properly authorized agents, each agent action only within the scope of authority designated to them.
- Engineer - The Director of Public Works / City Engineer, City of Pinole, acting either directly or through their properly authorized agents, each agent action only within the scope of authority designated to them.
- Federal - United States of America
- Final Acceptance - Final Acceptance is defined as that stage of construction which allows the City to accept the project as completed (no punch list items remaining unresolved).

When the Contractor believes that the project is ready for final acceptance, they shall call for a final acceptance inspection. The Director will inspect the project to verify its completion. Should there be elements that are not completed, the Director will record same (final acceptance punch list) and bring them to the attention of the Contractor. All punch list items must be resolved prior to final acceptance.

When, in the Director’s judgment, the work has been completed in accordance with the plans and specifications and is ready for final acceptance, he will so certify to the Board, which may accept the completed work. Upon acceptance of the work by the Board, the City Clerk will file the Notice of Completion with the County Recorder.
- Caltrans Standard Specifications - Standard Specifications, State of California, Department of Transportation, dated 2018 including all revisions and amendments.
- MUTCD - Shall mean the Manual of Uniform Traffic Control Devices California Edition 2014 Revision 6 effective on March 30, 2021
- Substantial Completion - Substantial Completion is defined as that stage of construction, which allows the Director to occupy or use the project for its intended purpose. When a

project includes a plant establishment period, the date of the start of the plant establishment period may, at the discretion of the Director, be used as the basis for determining the substantial completion date, provided that all elements of the project, other than the landscape, are substantially completed as defined above.

The substantial completion date will be determined by the Director in cooperation with the Contractor and establish the termination of the time period for construction, and this date is used as a basis for determining whether liquidated damages are assessable. In no case shall the plant establishment period end prior to the final acceptance of the project.

When the Contractor believes that construction of the project is substantially complete, he shall call for an inspection. The Director will inspect the total project to verify its completion by the Contractor. Should there be elements of the project that are not yet completed, the Director will record same (substantial completion punch list) and bring them to the attention of the Contractor. All such items must be completed prior to acceptance of the project substantially complete.

In the event re-inspection of any project element results in additional cost to the City for consultant or staff time, the Director retains the right to withhold sufficient funds from payments due the Contractor to cover the cost to the City of such re-inspection.

Traveled Way - That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. When traffic has been diverted or restricted to certain lanes, with the approval of the Traffic Engineer, these diversions or restricted lanes become the traveled way.

PAYMENT – Full compensation for conforming to this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-08. ENVIRONMENTAL CONDITIONS

The Contractor shall comply with the following conditions:

1. Construction activity shall comply with Section 14-8 "Noise Control" of the Caltrans Standard Specifications.
2. If cultural resource materials are discovered during construction, work shall be halted in that area until a qualified archaeologist has assessed the potential discovery and determined the need for further action.

PAYMENT – Full compensation for conforming to this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-09. TRENCH SAFETY

The Contractor shall obtain a permit from the Division of Industrial Safety for the construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.

Prior to initiation of any work or operation under a permit issued by the Division of Industrial Safety, a safety conference shall be conducted by the Contractor. Such safety conference shall include the Engineer and the Contractor's employees who will be working in or near the trench. The safety conference shall include

a discussion of the hazards working near excavations and specific protocols to be implemented.

Prior to the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during excavation of such trench or trenches. The plan is to be submitted to the Engineer a minimum of two weeks prior to the proposed commencement of trenching operations and is to be approved by the Engineer prior to commencement of trenching operations. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer in the State of California.

Nothing in this requirement shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders.

PAYMENT – Full compensation for conforming to Trench Safety shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-10. NOTIFICATIONS

The Contractor shall furnish all affected property owners and/or residents written notification that describes the proposed work. The Contractor shall notify all properties located with a 500 feet radius of the center of the Appian Way and Marlesta Road intersection. The notifications shall be as follows:

1. Primary notification: 10 calendar days in advance of any work at the site.
2. Secondary notification: 48 hours in advance of any work at the site.

The notices shall include relevant dates and describe anticipated impacts to property owners during the work, including, but not limited to, a description of landscaping and improvements that may be affected and/or removed and a statement that the owners/residents have a right to salvage all such existing landscaping, improvements and/or materials that the Contractor may remove to facilitate construction within the right of way.

The content, format and method of delivery of such notices shall be approved by the Engineer prior to distribution.

The Contractor is advised that these notices shall not be placed in mailboxes, as it is a violation of Federal postal regulations. These notices shall be given to the property owner or alternatively, left at the door.

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

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

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

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

PAYMENT – Full compensation for conforming to Notification shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-11. MOBILIZATION/ DEMOBILIZATION

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

The contractor shall photograph or video the areas of work to document existing field conditions prior to commencing work. These photographs or video shall be supplied to the Engineer prior to commencing work.

The Contractor shall not maintain staging, equipment parking, or materials within the project limits. The Contractor shall obtain a site for use as a Construction Staging Area in the vicinity of the project. This area should be of sufficient size to store the contractor's equipment, materials and other items necessary for completing the project.

Once the project is substantially complete, the Contractor shall demobilize from the site. This work shall include, but is not limited to the following:

1. Removing all traffic control devices and temporary signage;
2. Remove all storm water pollution prevention devices;
3. Removing trash and rubbish from the site;
4. Removing Underground Service Alerts and other temporary markings form the pavement and sidewalks; and
5. Removing all equipment and materials from the site.

PAYMENT – The contract lump sum price paid for "Mobilization" (**Bid Item #1**) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilizing and demobilizing personnel, materials, and equipment, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

SECTION 1-12. EQUIPMENT STAGING

The Contractor shall not store materials or equipment within the public right of way. The Contractor's staging area must comply with the following:

1. The staging area shall be located on an existing asphalt or concrete surface area. Excavation below the asphalt or concrete will not be permitted.
2. The staging area shall be included in the Water Pollution Control Plan prepared for the project.
3. The staging area shall not be located adjacent to environmentally or culturally sensitive areas (eg wildlife sites, wetlands, archaeological sites).
4. The staging area shall not be located in a regulatory floodway or within the base floodplain (100-year).
5. The staging area shall not affect access to properties or roadways.

PAYMENT – Full compensation for conforming to Equipment Staging shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 1-13. TRAFFIC CONTROL

Maintaining safe and efficient traffic flow through the work zone is a high priority for the City. For the purpose of this section, traffic relates to cars, trucks, buses, pedestrians, and bicycles. The traffic control

described in this section shall be coordinated with other City projects. The Contractor's shall conform to Sections 7-1.03 "Public Convenience," 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the Standard Specifications, insofar as they may apply, and these Specifications.

Traffic Control shall comply with the following:

1. Traffic shall be maintained through the work zone at all times.
2. Bicycle and pedestrian access will be maintained at all times.
3. Access to properties shall be maintained at all times.
4. No work that interferes with public traffic shall begin before 9:00 a.m. or after 4:00 p.m. from Monday through Friday. Lane closure hours are limited to between 9 a.m. and 4 p.m.
5. No work is allowed on Saturday, Sunday, or Holidays as noted below.
6. During lane closure operations, a minimum of one flagger controlled and unobstructed paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic.
7. The Contractor shall provide flag people and other personnel to control traffic at all times.
8. The Contractor shall prepare a detailed traffic control plan for the Engineer's approval; no work involving traffic control may occur until the Engineer approves the Plan.
9. All signs and other warning devices (including construction and advance warning signs placed beyond the limits of work) shall be provided and maintained by the Contractor at his or her expense and shall remain his or her property after the completion of the contract.
10. The Contractor shall provide all flaggers at their expense.

The City's holiday schedule is as follows:

January 1	New Year's Day
3 rd Monday in January	MLK Birthday
3 rd Monday in February	Washington's Birthday
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
June 19	Juneteenth Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

TRAFFIC CONTROL PLAN SUBMITTAL

The Contractor shall submit for the Engineer's approval, a traffic control plan prepared and stamped by a professional engineer registered in the State of California for each location along the route where work may interfere with the vehicle, bicycle, or pedestrian traffic. The plan should detail the location of signs, delineators, and other traffic control devices required to warn the public of the construction activity and provide a safe path of travel. The plans should be prepared in accordance with the recommendations contained in the most recent edition of Manual for Uniform Traffic Control Devices – California Supplement.

The Traffic Control Plans for each phase of construction shall be submitted to the Engineer prior to commencement of work as described in the Submittals Section of these General and Supplemental Conditions. Any minor or unexpected traffic control changes shall be submitted in writing to the Engineer no less than forty-eight (48) hours before the change for the Engineer's review and approval. In no case shall changes be made without submittal to and approval of the Engineer. The Traffic Control Plan must be

approved prior to beginning any work.

Delays upon the part of the Contractor in submitting a Traffic Control Plan, in the format as outlined in these General and Supplemental Conditions and as directed by the Engineer, shall not constitute a valid reason for time extensions should the Contract time elapse before completion of said project. The Contractor is further advised that consideration for adequate review time, as specified above, shall be included in the work schedule.

Signs, flags, lights and other warning and safety devices shall conform to the requirements set in the current "Manual of Warning Signs, Lights and Other Devices for Use in Performance of Work Upon Highways" issued by the CALTRANS.

The Contractor shall implement a traffic control system that includes at a minimum the following conditions:

1. Two-way travel through the project area with lanes that are at least 10 feet in width;
2. Lane transitions and tapers that comply with the MUTCD;
3. Access to private property driveways at all times unless coordinated with the resident; and
4. Access for pedestrians through the work zone.

The provisions in this section shall not relieve the Contractor from his or her 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.

PAYMENT -The contract lump sum price paid for "Traffic Management" (**Bid Item #2**) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in managing traffic, complete in place, including providing all construction area signs, as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

SECTION 1-14. PRESERVATION OF PROPERTY

The Contractor shall carefully complete his or her work to protect both public and private improvements from damage. If public infrastructure is damaged, the Contractor shall immediately notify the owner and coordinate repair. The Contractor shall comply with the following for private property:

- Concrete, paver, and asphalt hardscape. Repair in-kind to the satisfaction of the resident within 5 working days;
- Irrigation. Repair in-kind to the satisfaction of the resident within 1 working day;
- Landscaping. Repair in-kind to the satisfaction of the resident within 15 working days;
- Fences. Repair in-kind to the satisfaction of the resident within 5 working days but immediately provide a temporary fence;
- Buildings and Structure. Repair in-kind to the satisfaction of the resident within 5 working days; and
- All other elements. Repair as directed by the Engineer.

The Contractor is notified that MCI is constructing a fiber optic communications conduit along Appian Way through the project area. This is shown conceptually on the Plans. If MCI is complete with their work by the time the signal is starting construction, the Contractor shall locate the conduit by potholing. If MCI is working on the fiber optic system at the time the Contractor begins construction, the City can pause MCI's work so as to not interfere with the signal construction.

PAYMENT - Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for other elements of work and no additional compensation will

be allowed therefor.

SECTION 1-15. WATER POLLUTION CONTROL WORK

Water Pollution Control Program" shall conform to Section 13-2, "Water Pollution Control Program" of the Standard Specifications.

The Contractor shall prepare a Water Control Pollution Plan for review by the Engineer.

The Contractor shall supply the necessary labor, material, and equipment for construction water needs throughout the contract period. Construction water includes, but is not limited to, watering for dust control, and pipe testing. The Contractor shall contact East Bay Municipal Utility District (EBMUD) for a temporary water meter to supply the project. The contractor will be responsible for any fees, or deposits associated with obtaining construction water. This section applies during working and non-working periods, including weekends.

No separate payment will be made for the purpose of controlling dust caused by public traffic.

PAYMENT - The contract lump sum price paid for "Water Pollution Control" (**Bid Item #3**) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting water resources, including ongoing maintenance, as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

SECTION 1-16. CONSTRUCTION STAKING

The approved plans provide sufficient information for a qualified surveyor to lay out the project. All working stakes shall be established by a licensed Land Surveyor or a registered Civil Engineer authorized to practice land surveying pursuant to Section 8725 of the Business and Professions Code of California. The Contractor shall be held responsible for the correctness of such working stakes. The Contractor shall furnish the City Engineer legible notes ten (10) calendar days prior to the Contractor starting work in the area staked. The notes shall show the location of the working stakes in relation to the construction centerline or reference line, and all calculations used to reach the results of information written on the working stake marker. The location of the working stakes shall conform to the latest edition of the Caltrans Surveys Manual as shown in Chapter 12.

The Contractor shall provide a qualified "Grade Setter" to check horizontal and vertical alignment of all improvements in progress so that improvements will be built to conform to the lines, widths, and grades on the approved plans or any change order issued by the Engineer. The Contractor shall make available the "Grade Setter" to work with the City's Inspector on checking or verifying all grade stakes, blue tops, form work, etc., when requested by the Inspector. The "Grade Setter" shall provide all necessary equipment and tools to perform this work.

Since this is a Lump Sum Bid Item, the Contractor is responsible for any and all re-staking expenses. The only exception is if there is found to be an error in the approved plans. All additional cost considerations will be included as part of any Change Order.

The Contractor shall preserve all existing benchmarks, survey control points, reference points, and other permanent points within the project limits. Unless noted in the plans, any survey control damaged by the Contractor shall be replaced by the Contractor's licensed Land Surveyor at no cost to the Engineer.

Survey Monument Preservation

All known survey monuments are shown in the Plans. The Contractor shall preserve these existing survey monuments pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5 and 1810.5 and Business and Professions Code Section 8771.

The Contractor shall retain a California licensed land surveyor who shall file a pre and post construction corner record surveyor illustrating the location of the monuments.

The Contractor shall not disturb permanent survey monuments or benchmarks without consent of the Engineer. The Contractor shall bear the expense of replacing any monument or benchmark consistent with Contra Costa County Standard Detail CA40 that may be disturbed without permission. Replacement shall be done only with the direction of, and in the presence of, the Engineer.

Should the Contractor, during the course of construction, encounter a survey monument or benchmark not shown on the plans for the work, they shall promptly notify the Engineer, in writing, so that the monument or benchmark may be properly referenced, preserved and/or restored

PAYMENT - The contract lump sum price paid for "Construction Layout" (**Bid Item #4**) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing construction staking and monument preservation, as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

SECTION 1-17. DISPOSAL OF MATERIALS

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

There is no analytical testing data available for soil within the project limits. The Contractor is responsible for disposing of all excess soil in a legal manner at a facility with all-weather access. The Contractor should assume all soil must be disposed in a Class II landfill. The Contractor shall be responsible for testing soil as required by the disposal site.

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

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

PAYMENT - Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for other elements of work and no additional compensation will be allowed therefor.

SECTION 1-18. REMOVAL OF ASBESTOS, LEAD PAINT AND HAZARDOUS SUBSTANCES

If 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, the removal shall be completed in accordance with Section 14-11.12 of the Standard Specifications.

PAYMENT – This shall be paid as change order work.

SECTION 1-19. EXISTING UTILITIES AND POTHOLING

The Engineer illustrates the locations of existing utilities in approximate locations in the Plans based upon record information and field review. The Contractor shall verify all horizontal and vertical locations of existing utilities and other obstructions prior to construction activities by potholing.

All potholing shall be completed using a hole saw to cut the asphalt and a vacuum excavator to expose the utility. The Contractor shall collect the depth, location, and utility type. This information will be used for the following purposes:

1. Confirming the field location of the traffic signal system.
2. Refining the bore alignment for the traffic signal conduits.
3. Verifying locations for post holes for the wood wall.
4. Determining and other information necessary to support the project's construction.

The Contractor shall restore the potholes by filling the excavation with a controlled low strength material with a 28-day compressive strength of 100 psi. The top four inches shall be backfilled with asphalt concrete. The final patch shall be square or rectangular and shall exceed the hole by at least 2 inches on all sides.

Any damage to storm drain facilities or sewer facilities due to the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at the Contractor's expense. Any damage to gas, electric, water, telephone, fiber optic, or other utilities shall be repaired by the utility company at the Contractor's expense.

TRAFFIC SIGNAL PULL BOXES

Within the intersection, there are existing pull boxes that are filled with soil. The Engineer has no as-built records if these are connected with a conduit system. The Contractor shall open the boxes and investigate to determine if a conduit system exists. To verify the conduits are adequate, the Contractor shall install a pull rope between the boxes. If successful, the Contractor shall notify the Engineer. See SECTION 1-28 of these Special Provisions for more information.

PAYMENT -The contract price paid per lump sum for "Utility Potholing" (**Bid Item #5**) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in identifying utilities, complete in place, including, but not limited to, debris disposal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer will pay 50% of this item for work to investigate the location of the traffic signal pole foundations to finalize the submittal for the traffic signal system. The remainder will be paid upon completion of the conduit system.

SECTION 1-20. SAW CUT EXISTING PAVEMENT

The Contractor shall saw cut asphalt where required. Saw cutting shall be vertical and neatly edged and all the way through pavement to the sub grade. The sawing method shall consist of cutting a groove through the pavement with a power driven concrete saw or equivalent. The Contractor shall provide a vacuum to remove water and debris during the saw cutting process.

PAYMENT - Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for other elements of work and no additional compensation will be allowed therefor.

SECTION 1-21. CLEARING AND GRUBBING

In the locations shown in the Plans, described in these Special Provisions, the Contractor shall demolish and remove materials from the site to accommodate the improvements. These include the following:

1. A segment of concrete retaining wall and flatwork. The limits shall be saw cut.
2. Existing street light and concrete foundation.

3. Pavement markers, markings, and lines.
4. Tree and brush trimming as directed in the field by the Engineer and as required by the Contractor to install the traffic signal system.
5. Vegetation and organic material.
6. Any other items required for the construction of the improvements.

In the locations that the Contractor is to remove markers, markings, and lines, the Contractor shall use methods that do not damage the pavement's surface.

All materials shall be disposed in accordance with SECTION 1-17 DISPOSAL OF MATERIALS.

Note that concrete removal is measured and paid under Section 1-24 CONCRETE SIDEWALKS, CURBS, GUTTERS, AND VERTICAL CURBS of these special provisions.

PAYMENT -The contract price paid per lump sum for "Clearing and Grubbing" (**Bid Item #6**) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the site for construction, complete in place, including, but not limited to, debris disposal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 1-22. REMOVE TRAFFIC STRIPES AND PAVEMENT MARKING – LEAD SAFETY

The Contractor shall remove all existing thermoplastic striping, thermoplastic legends, paint, and raised pavement markers within the limits of work. When removing striping and legends, the Contractor shall use equipment to minimize damage to the pavement's surface. Removal by sandblasting will not be allowed.

The existing traffic striping in the City of Pinole is either lead free, or if lead based, the lead based striping will be handled in accordance with Caltrans specifications.

When removing the raised pavement markers the Contractor shall remove excessive adhesive left on the pavement caused from the removal of raised pavement markers. In areas where grinding of asphalt or new asphalt overlay is not in project scope, any excessive pavement damage occurred from the removal of raised pavement markers, the damage shall be repaired by filling with patching material. Removal shall be done to the satisfaction of the Engineer.

Existing pavement markers shall be removed in accordance with Section 15-2.02C of the SSS.

Nothing in these specifications shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety", of the Standard Specifications.

PAYMENT - Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for other elements of work and no additional compensation will be allowed therefor.

SECTION 1-23. ASPHALT CONCRETE PAVEMENT

Hot mix asphalt shall conform to the provisions of in Section 39, "Hot Mix Asphalt," of the 2018 Standard Specifications and these Specifications. The asphalt used is for installation of plugs as shown in the Plans. All asphalt shall be 1/2" Type A and shall use a PG 64-10 binder.

PAYMENT - Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for other elements of work and no additional compensation will be allowed therefor.

SECTION 1-24. CONCRETE SIDEWALKS, CURBS, GUTTERS, AND VERTICAL CURBS

The Contractor shall place concrete flatwork and other elements to complete the project. All work in this section shall be done in accordance with and Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications, except as modified in these General and Supplemental Conditions. All concrete work shall be completed to the satisfaction of the Engineer prior to placement of pavement.

Mix Design

Prior to commencing work, the Contractor shall submit source and mix design for concrete conforming to the requirements of Section 73-1.02 of the Standard Specifications. Lampblack shall be added to the concrete mix in the amount not less than one pound or more than two pounds of best quality lampblack to each cubic yard of concrete.

Layout of Improvements

The Plans provide the general location and description of the work to be performed. The Contractor shall review field conditions and layout the improvements consistent with the applicable City and CALTRANS standard drawings. The Contractor shall furnish sufficient measuring equipment to verify that grades are compliant with accessible standards. The Contractor shall discuss the proposed improvements with the Engineer and when approved, begin rough grading.

Concrete Removal

As directed by the Engineer, the Contractor shall saw cut and remove existing concrete. The Contractor shall dispose of excess material as required by SECTION 1-17 DISPOSAL OF MATERIALS of these Special Provisions.

Subgrade and Base Preparation

After removal of the existing concrete, the Contractor shall excavate and prepare the subgrade as which shall include scarification to 90% and placement of aggregate base to 95% relative compaction. The Contractor shall use extreme caution when excavating near tree roots and shall notify the City arborist if roots greater than 1 inch are encountered.

The Contractor shall take extra caution in areas where there is existing sewer laterals under the existing sidewalk at the new curb ramp locations. The Contractor shall repair any damaged sewer laterals at no additional cost to the project.

Concrete Placement

All new concrete curb & gutter shall be doweled and epoxied into the existing concrete using #4 rebar at 20" O.C. (minimum of 2).

The Contractor shall install formwork and receive approval from the Engineer prior to ordering concrete. The Contractor shall have sufficient personnel on site to manage the placement of the concrete.

Immediately after the surface of the concrete is finished, application of curing compound shall be made in accordance with Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The quality and quantity to be used shall be approved by the Engineer. The liquid compound shall contain a coloring matter which does not permanently alter the natural color of the concrete, but which will color sufficiently at the time of application to indicate readily the areas covered.

Time

The Contractor shall replace removed concrete with the final improvements within five (5) calendar days.

Surface Restoration

The Contractor shall grade the adjacent areas to conform to the existing conditions. This may include placing topsoil. Topsoil shall be procured and imported from a local supplier. The Contractor shall restore private property improvements. For conform grading within the public right of way, the Contractor shall place mulch once grading is complete.

Extend Concrete Curb

The Contractor shall drill and bond #4 dowels at 12 inches on center to adhere the new concrete curb to existing.

PAYMENT - The contract price paid per square foot for "Concrete Flatwork" (**Bid Item #7**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including concrete removal, excavation, scarification, placement of aggregate base, forming, concrete placement, disposal, and minor restoration as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The Contractor shall note that concrete restoration (sidewalks, ramps, curbs, and gutters) related to the traffic signal system's construction is paid for under the lump sum price paid for the traffic signal system. The Engineer's intent is to minimize disruption to the flatwork. Concrete Flatwork is to pay for new concrete flatwork necessary to support the traffic signal controller and electrical cabinet. In addition, this item will pay the Contractor to complete additional concrete work as required by the Engineer.

PAYMENT -The contract price paid per linear foot for "Extend Concrete Curb" (**Bid Item #8**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including excavation, scarification, placement of aggregate base, forming, concrete placement, and asphalt plug, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 1-25. WALL

The Contractor shall furnish and install two different walls as shown on the Plans. The wall shall include the following:

1. A concrete wall that is composed of concrete with a compressive strength of 3,000 PSI.
2. A wood wall that is constructed from redwood. The wall shall be finished with a water based clear preservative.

The Contractor shall tie the new concrete wall into the existing concrete with three #4 dowels equally spaced to a depth of 6 inches on each side.

The Contractor shall protect the existing wood wall adjacent to the new wood wall.

The Contractor shall complete excavation and backfill as required to support the wall's construction. All backfill shall be rock with a size of $\frac{3}{4}$ inch.

During excavation and formwork placement, the Contractor shall shore the slope as necessary to prevent erosion and soil movement. Any soil movement shall be corrected by the Contractor at their cost.

PAYMENT - The contract prices paid per square foot for "Concrete Wall" and "Wood Wall" (**Bid Items #9 and #10**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including shoring, excavation, disposal of unsuitable materials, backfill, forming, concrete placement, and minor restoration as shown on the Plans, as specified in the

Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 1-26. ROADSIDE SIGNS

Roadside signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Roadside Signs" of the Standard Specifications and these Special Provisions. This work includes the following:

- Relocating an existing sign and post.
- Placing signs on the new traffic signal system.
- Place new sign and pole.

Posts for roadside signs shall conform to State Standard Plan RS1. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer, and as directed by the Engineer. Posts shall be 12-gage galvanized steel 1.75-inch square tube with perforations, weighing 2.09 pounds per linear foot.

The following notation shall be placed on the lower right side of the back of each sign where the notation will not be blocked by the signpost or frame:

- Property of the City of Pinole,
- Name of the sign manufacturer,
- Month and year of fabrication,
- Type of retroreflective sheeting, and
- Manufacturer's identification and lot number of retroreflective sheeting.

PAYMENT - The contract unit prices paid for each "Relocate Bus Sign and Post" and "New Sign on Traffic Signal" (**Bid Items #11 and #12**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Note that the relocate bus sign and post is a revocable bid item and the Engineer may remove this item from the contract.

SECTION 1-27. THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Striping and Pavement Markings," of the Standard Specifications and these General and Supplemental Conditions.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m⁻² lx⁻¹. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m⁻² lx⁻¹.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material for traffic stripes shall be applied at a minimum rate of 0.20 lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these General and Supplemental Conditions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

All limit lines, shoulder stripes, crosswalks, and legends shall be thermoplastic unless otherwise indicated on the plans or directed by the Engineer.

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these General and Supplemental Conditions.

The State Specifications No. for glass beads in Section 84-2.02, "Materials" of the Standard Specifications is amended to read "8010-21C-22 (Type I).

Thermoplastic material shall conform to the requirements of State Specifications No. 8010-21C-19. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.070 inch.

The crosswalk striping shall be continental as follows:

- Each line shall be no less than 24 inches in width and spaced at 36 inches.
- The crosswalk shall be no less than 10 feet wide.
- The crosswalk shall start 12 inches from the gutter.

Limit line striping shall be no less than 12 inches in width.

The center line markers are yellow ceramic reflectors.

PAYMENT - The contract unit price paid per foot for various traffic lines (**Bid Items #15 to 19**) and price paid per square foot for "Crosswalk Markings and" "Pavement Markings" (**Bid Items #20 and 21**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 1-28. TRAFFIC SIGNAL

Items shall conform to the provisions of Section 86, "Signals, Lighting, and Electrical Systems," of the Standard Specifications and as specified below.

The Contractor shall pothole as described in SECTION 1-01 of these Special Provisions to confirm the location of all traffic signal foundations. Based upon the findings of the field investigation, the Contractor shall coordinate with the Engineer to refine the required hardware and complete a final Schedule of Values for use in construction.

1-28.1 Schedule Of Values

Within 5 days of notice of award, the Contractor shall submit to the Engineer a detailed Schedule of Values for the traffic signal system. The Schedule of Values shall clearly list the quantity and unit cost for all of the hardware required to furnish a working traffic signal system. The list shall include poles and related appurtenance by each type. At a minimum, the list shall include the following:

Item	Quantity	Unit	Unit Price
1-B	2	EA	
19-2-100	1	EA	
26-3-100	1	EA	
17-2-100	1	EA	
24-3-100	1	EA	
30' Mast Arm	1	EA	
40' Mast Arm	1	EA	
20' Mast Arm	1	EA	
35' Mast Arm	1	EA	
Vehicle Signals	16	EA	
Pedestrian Signals	8	EA	
Luminaire	3	EA	
Emergency Vehicle Preemption	4	EA	
Video Cameras	4	EA	
Video Detection System (Includes Cable)	1	EA	
Push Buttons	8	EA	
3" Signal Conduit	1,000	LF	
#5 Pull Box	6	EA	
#6 Pull Box	1	EA	
SV-3-TB Vehicle	1	EA	
SV-1-T Vehicle	3	EA	
SV-2-TB Vehicle	2	EA	
SP-2-T Pedestrian	3	EA	
SP-1-T Pedestrian	2	EA	
Controller Cabinet and Hardware	1	EA	
Electrical Cabinet and Hardware	1	EA	
Controller	1	EA	
#14 Wire	1	LS	
#8 Wire	1	LS	

Item	Quantity	Unit	Unit Price
Fiber Termination Enclosure	1	EA	
Fiber Splice Case	1	EA	
LC Connectors	4	EA	
SFP Transceivers	2	EA	
Ethernet Switch	1	EA	
6 Single Mode Fiber Cable	300	LF	
3-meter Single Mode Patch Cords	2	EA	
2" Communications Conduit	200	LF	
Intercept Vault	1	EA	
Miscellaneous Hardware	1	LS	

The sum of the amounts for the units of work listed in the Schedule of Values, shall be equal to the contract lump sum price bid for the work. Overhead, profit, bond premium, temporary construction facilities, plant and other items shall be included in each individual unit listed in the schedule of values; however, costs for traffic control system shall not be included.

The schedule of values shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made. At the Engineer's discretion, the approved schedule of values may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved schedule of values, the adjustment in compensation may be determined at the Engineer's discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4 1.03B, "Increased or Decreased Quantities," of the State Specifications.

1-28.2 Submittals

Submittals are required for pull boxes, signal poles and signal heads, conductors, emergency vehicle detection, signal interconnect, and may be required for any product, manufactured item, or system. The Contractor is responsible for clearly marking and identifying all items being submitted for approval. Work which uses processes, equipment, or materials which have not been approved is performed at the Contractor's own risk. Work performed utilizing rejected processes, equipment, or materials will be removed, repaired, or redone at the Contractor's expense to the satisfaction of the Engineer.

Submittals shall consist of the appropriate combination of catalog sheets, certificates of compliance, material lists, manufacturer's tags and brochures, technical bulletins, specifications, diagrams, product samples, or other requested information necessary to describe a system, product, or item. Submittals for systems shall be bound together and include all manufactured items for the system. Ten copies of each submittal shall be transmitted to Engineer.

The Contractor shall provide a Certificate of Compliance from the manufacturer for all the conductors and cables furnished for the project in accordance with the National Electric Manufacturers' Association (NEMA) and the City Specifications.

1-28.3 Warranties

During the warranty period the Contractor shall ensure that technical support is available from the supplier via telephone within four (4) hours of the time a call is made by the City, and that this support is available from factory certified personnel or factory certified installers.

The Contractor shall be responsible for providing all warranties for traffic signal wire installation in conduit, for meeting all traffic signal testing requirements of the City and for associated rework necessary to meet these requirements.

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of any portions of the Contract Documents or by any requirements of code, law, ordinance, or statute.

The entire work shall be warranted against defects in materials and workmanship for a period of one (1) year from date of final acceptance by the City, unless indicated otherwise elsewhere in the construction documents. The warranty shall specify that all defects in materials and workmanship appearing during the warranty period, as determined by the Engineer, will be remedied to the satisfaction of the Engineer at no additional cost to the City. Contractor shall furnish a Bond by an approved bonding company for the duration of the warranty period.

1-28.4 Coordination

The Contractor shall coordinate with the Engineer for the placement of the traffic signal poles, service and traffic signal cabinets, communication and signal pull boxes, and provide the necessary work as specified and outlined on the traffic signal plans.

The Contractor shall coordinate with the City for testing of the traffic signal equipment and the traffic signal turn-on.

1-28.5 Electrical Service

The Contractor shall coordinate with Pacific Gas and Electric (PG&E) regarding the new electrical service, which the City anticipates located at the joint utility pole as shown in the Plans. The Contractor shall install the conduit using trenchless methods as described in Section 1-28.8 of these Special Provisions and in accordance with the PG&E's Greenbook. The Contractor shall pull new conductors as required by PG&E from the service cabinet to the joint pole. PG&E will complete the connection to their system.

The Engineer will pay for the conduit and conductors on a linear foot basis.

The new service cabinets shall be Type III AF mounted separately with a 120/240 volt, 125 amps split load or approved equal and shall conform to the local utility requirements and specifications. The deadfront panel shall be hinged.

A photoelectric unit (PEU) shall be installed on a traffic signal pole as shown in the Plans. The PEU shall be a twist lock type as approved by the Engineer.

The Contractor shall install a concrete foundation of the electrical service, which shall be adapted to conform to the slope of Appian Way.

1-28.6 Controller Cabinet

The Contractor shall furnish, configure, test, and install new Type 332L signal controller cabinet for a Model 2070 signal controllers for the location shown in the Plans, in accordance with the Standard Specifications and these General and Supplemental Conditions.

The Contractor shall deliver, for testing, the fully configured cabinet and controller to the City 35 days prior to installation.

The Contractor shall install a concrete foundation of the electrical service, which shall be adapted to conform to the slope of Appian Way.

1-28.7 Standards, Steel Pedestals, Posts and Traffic Signal

Furnish steel pedestals and posts conforming to the Standard Specifications and these General and Supplemental Conditions. Sheet steel shall have a minimum yield of 48 psi. Install foundations in conformance with the Standard Specifications and these General and Supplemental Conditions. Install standards, steel pedestals, and posts in conformance with the Standard Specifications and these General and Supplemental Conditions. All bolts used during installation shall be treated with an anti-seize lubricant prior to use. The traffic posts and pedestals shall be painted black, as directed by the City. No damaged equipment shall be installed.

Contractor shall provide an additional hand hole on all traffic signal standards at a height of 15 feet above adjacent finished ground. After installation and turn-on of the signal system, the lower hand hole shall be tack welded shut as directed by the engineer.

The contractor shall use an anti-seize compound on all fixture bolts, nuts, and screws during assembly.

1-28.8 Conduit Installation

If the existing pull boxes have conduits that can be used for the traffic signal as determined by field investigation as discussed in SECTION 1-19 of these Special Provisions, the Contractor shall only install conduits to connect to the controller and poles. The Engineer will reduce the lump sum price paid for the traffic signal by the unit prices listed for conduits and pull boxes as detailed in the Schedule of Values. For instance, if there are 200 feet of conduit in the contract and the Contractor installs 50 feet of conduit, the Engineer will reduce the total price paid for the signal by 150 feet of conduit.

The Contractor shall install conduit using the horizontal directional bore method. Prior to commencing construction, the contractor shall contact Underground Service Alert to have all underground utilities marked as noted in the Utility Locating Section of these Special Provisions. During the potholing operation, the contractor should review the characteristics of the existing soils so as to plan for the directional bore operation. Should the contractor find soil that may not be satisfactory for directional drilling, they shall notify the Engineer immediately.

All drilling units should be equipped with an electrical strike safety package. The package should at a minimum contain a warning sound alarm. All members of the contractor's crew shall wear die-electric boots at all times.

The contractor shall place bore and receive pits at intervals based on site characteristics. After completion of the pilot bore, the path shall be reamed as necessary to safely pull back conduits without damaging the existing infrastructure. The contractor shall determine the required drilling fluid fixture to properly suspend the bore hole. The bore path shall be as straight as practical in both the horizontal and vertical plane.

In certain locations, underground obstructions or other conflicts may require the conduit to be installed by

open trenching. If this occurs, the Contractor shall notify the Engineer prior to performing the work. No additional payment will be made for installation of conduit by open trench.

The Contractor shall restore all asphalt, concrete, and landscape surface to existing or better condition. The cost associated with restoration shall be paid for under the traffic signal item.

For all locations, conduit to be installed underground shall be either fusible polyvinyl chloride or high-density polyethylene and suitable for trenchless installation as described in Section 86-1.02B of the Standard Specifications.

Conduit installed between a pull box and a signal pole foundation shall be Type 1 hot dip galvanized rigid steel with a zinc coating.

In all conduits, the Contractor shall install a pull tape. The pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

1-28.9 Pull Boxes

Pull boxes shall conform to the Standard Plans and Specifications, and these technical specifications. Pull box covers shall be marked as "Traffic Signal", "Street Lights", or "Service", as specified in the Standard Specifications. For all locations, covers shall be secured with 7/16" diameter bolts or studs, and nuts of brass, stainless steel, or other non-corroding material.

Except as otherwise noted on the Plans, the Contractor shall install Number 5 pull boxes for the traffic signal.

1-28.10 Conductors and Wiring

Conductors and wiring shall conform with Section 86-1.02F of the State Specifications.

Signal conductors shall be copper.

Conductor identification for the various signal phases shall match Section 86-1.0f(2)(a) of the latest State Specifications.

New traffic signal conductors (No. 14 conductors) installed in new conduit shall run un-spliced from controller to traffic signal pole and as indicated in the conductor schedule.

The contractor, at their option, may use conductor signal cables for this work. Conductor signal cables shall conform with Section 86-1.02(f)(3)(d).

Splicing materials shall conform with Section 86-1.02H of the State Specifications

Connectors and terminals shall conform with Section 86-1.02I of the State Specifications. Connectors shall be copper.

1-28.11 Vehicle Signal Faces and Signal Heads

Vehicle signal faces, signal heads and lamps for traffic signal units shall be furnished by the Contractor. Vehicle signal faces and signal heads shall conform to the City Standard Specifications and Details, the Standard Specifications and Standard Plans, and these technical specifications. The Contractor shall furnish and install a 12" circular green, yellow, and red light-emitting diode (LED) module in each new through-vehicle head. The Red and Yellow LED modules shall be Precision brand from Western Pacific Signal and the Green LED module shall be Leotek brand or approved equal. The LED modules shall be installed per manufacturer's specifications. The signal heads and faces shall be the color of the pole.

In the location shown in the Plans, the Contractor shall install a no right turn light emitting diode blank-out sign similar to a R3-1. The unit shall be a solid state circuit board and NEMA 4X rated.

All traffic signal backplates shall have integrated retroreflective borders consistent with the MUTCD Section 4D.12. The yellow strip shall be between 1 to 3 inches wide along the perimeter of the face of signal's backplate.

All signal heads shall be covered until activated.

1-28.12 Pedestrian Signals and Push Buttons

Pedestrian signals shall comply with Section 86-1.02S(3), "Pedestrian Signal Faces," of the Standard Specifications. The LED pedestrian signal faces must be lunar white "walking person" and Portland orange "upraised hand". All pedestrian signal heads shall have countdown features.

Pedestrian push buttons shall be Type A with the Standard Plans.

1-28.13 Bicycle and Vehicle Detection

The video detectors shall be a Vantage Vector Hybrid and Next as manufactured by Iteris or approved equal. Video detection systems shall include detection cameras, mounting brackets, control module, cabling, and all associated hardware and software to provide a fully functional video detection system.

Power and communications for the video sensor shall be carried over a Category 5e Ethernet cable.

1-28.14 Emergency Vehicle Detection

The Contractor shall furnish and install emergency vehicle detection devices, which shall be the Opticom 760 Series detectors and cabinet card. They shall be installed in the locations as shown on the Plans. All necessary equipment, including wiring, receivers, transponders and cabinet interface devices shall be installed and tested according to the manufacturer's specification. Use one detector channel per thru phase. The receivers shall be aligned so they can receive a signal at an appropriate distance from the limit line.

Receivers shall be mounted to obtain the maximum benefit of the detection device. The Contractor shall make all necessary field connections and perform testing to ensure the detection devices operate in accordance with the manufacturer's requirements.

1-28.15 Traffic Signal Controllers

The Model 2070 controller assemblies, including controller unit, completely wired controller cabinet and video detector devices will be furnished and installed by the Contractor, and conform to the provisions in Section 86 of the Standard Specifications and Details, and these technical specifications.

The Contractor shall furnish and install a complete set of 2070 controller modules Omni eX Intersection Control Software as required to operate the signal shown in the Plans. The Contractor shall configure the controller to operate and display the signal indications for the phases as shown on the Plans.

The Contractor shall configure and test the new controller in accordance with the Caltrans Standard Specifications Standard Plans. The completely configured and tested controller assembly (controller and cabinet) shall be delivered to the Engineer 35 days prior to installation for testing. Note that Contra Costa County maintains the signal system. Thus, the Engineer will coordinate with the County for testing.

The Contractor shall construct each controller cabinet foundation as shown on the plans for Model 332 (including furnishing and installing anchor bolts), shall install the controller cabinet on the foundation, and

shall make field wiring connections to the terminal blocks in the controller cabinet.

1-28.16 Signs located on Traffic Signal Poles

Street name signs shall conform to the details shown on the Plans, the Standard Specifications, and these General and Supplemental Conditions.

1-28.17 Traffic Signal Safety Lighting

Conductor size shall conform to the details shown on the Plans, the Standard Specifications, and these General and Supplemental Conditions.

The lighting fixture shall be a LEDway Series by Cree Lighting model number STR-LWY-3M-HT-09-E-UL-SV-525-R-UTL or approved equal. The 525mA fixture has nine LEDs and a system wattage of 149 W and a current draw of 0.66 A at 240 V.

1-28.18 Signal Interconnect

An existing traffic signal interconnect conduit and conductors is located within the intersection. The Contractor shall integrate the interconnect into the existing signal as shown in the Plans.

1-28.19 Battery Back-Up System

The battery back-up system (BBS) shall be designed for Type 2070 traffic signal systems using LED traffic signal indications. The BBS shall be designed for outdoor applications, in accordance with Caltrans Transportation Electrical Equipment Specifications (TEES), dated August 16, 2002, (Chapter 1, section 8) requirements.

The BBS shall provide reliable emergency power to a traffic signal system (Vehicle and Pedestrian Traffic) in the event of a power failure or interruption. The BBS shall be capable of providing power for full operation for a "LED-only" intersection (all colors red, yellow, green and pedestrian heads), and/or a flashing mode operation.

The BBS shall provide a minimum two (2) hours of full run-time operation (minimum 700W/1000VA active output capacity, with 80% minimum inverter efficiency) for an "LED-only" intersection. Whenever the batteries approach approximately 40% of remaining useful capacity, the BBS shall cause the intersection to revert to a flashing mode operation.

All necessary equipment (cabinet, inverter, switches, relays, batteries, battery cable harness, etc.) shall be included in the bid price of the BBS. The BBS shall be integrated into the controller cabinet.

1-28.20 Fiber Optic Interconnect

As shown in the Plans, the Contractor shall connect the fiber optic network to the traffic signal system. The Contractor shall note that the cable is LIVE. All work shall be coordinated with the Engineer to deactivate the active network. This work shall include the following elements:

- Determine the horizontal and vertical location of the conduit.
- Intercept existing conduit with fiber optic cable.
- Split the conduit and route the fiber into the intercept vault that is 30 inches wide by 48 inches long without cutting the cable.
- Pull cable slack from adjacent pull boxes to coil cable within the vault.
- Install a conduit to connect the intercept vault to the traffic signal system.
- Pull a 6-fiber single mode cable from the controller to the intercept vault. Provide a 50 feet coil in the intercept vault.
- Splice four strands of the 6-fiber single mode cable to two strands in each direction of the existing

interconnect fiber optic cable.

- Terminate the 6-fiber cable in a wall mount enclosure.
- Provide and place a Gigabit Ethernet hardened PoE++ switch that complies with IEEE 802.3bt, IEEE 802.3at and IEEE 802.3af. The switch shall have at least four (4) 10/100/1000Base-T and two (2) 100/1000 dual speed SFP ports.
- Provide two (2) 1000BASE-LX SFP, modules compatible with the IEEE 802.3z 1000BASE-LX standard, operates on standard single-mode fiber-optic link spans of up to 10 km.
- Provide two (2) fiber optic patch cords linking the termination enclosure to the switch.
- Provide one category 6 copper patch cord to link the switch to the controller.

The Contractor shall furnish and install outdoor rated fiber optic cable splice enclosure as required to accommodate backbone and lateral splices. All splices shall be by fusion equipment, no mechanical splices are allowed. The nominal loss of each splice shall not exceed 0.10 DB.

The strand splicing assignment shall be as provided by the Engineer.

Each fiber shall be terminated with LC type connector or spliced to a LC type connector pigtail. The nominal loss of the connector termination shall not exceed 0.50 DB. The Contractor shall supply a break-out kit for each tube.

The termination sequence shall comply with standard telecommunications practice. For example, blue is strand 1, orange is strand 2, etc. The strands shall be terminated in sequence in the enclosure. The Contractor shall label all strands as required by the Engineer.

Upon completion of installation, splicing, and termination of the fiber optic cable link, each strand shall be tested for power loss using an Optical Time Domain Reflectometer (OTDR) and power meter. A link is considered the span between two fiber optic termination locations. All tests shall be completed and recorded in each direction. The Contractor shall coordinate with the Engineer to deactivate the system prior to testing. The testing procedure is as follows:

1. Contractor shall perform bi-directional Optical Time Domain Reflectometer (OTDR) testing to determine the power loss at splice locations on installed fiber strands. All testing shall be completed with all splicing enclosures in their final resting configuration and with the cable vault and/or splice box covers closed. OTDR testing is only required if fiber splices are present on installed fiber strands.
 - A. OTDR tests shall be taken from both end points and shall be recorded at the 1310 and 1550 nm wavelengths to determine power losses at each splice point.
 - B. Contractor's loss/attenuation objective for each fiber optic splice shall be 0.10 db when measured in one direction with an OTDR test set. If after three attempts this parameter is not met, the splice will be marked as "out of specification." the splice will remain provided the average loss/attenuation value of all splices on an individual fiber strand basis does not exceed 0.10 db for the entire link.
 - C. All OTDR traces, splice loss measurements, shall be recorded by Contractor will be provided to the Engineer.
2. The Contractor shall perform bi-directional power meter testing on installed fiber strands to determine the overall end-to-end power loss and continuity. All testing shall be completed with all splicing enclosures in their final resting configuration and with the cable vault and/or splice box covers closed.
 - A. Power meter tests shall be taken from both end points and shall be recorded at the 1310 and 1550 nm wavelengths.
 - B. The end to end loss value shall have an attenuation rating of less than or equal to the following:

- i. At 1310 nm: $(.40 \text{ db/km} \times \text{length of cable in km}) + (\text{number of connectors} \times 0.50) + (0.10 \times \text{number of splices})$
- ii. At 1550 nm: $(.30 \text{ db/km} \times \text{length of cable in km}) + (\text{number of connectors} \times 0.50) + (0.10 \times \text{number of splices})$
- C. Power meter tests shall also be completed to verify and ensure that no fibers have been crossed at any of the splice points or terminations within the network.
- D. The Contractor shall supply the test results to the City in written form.
- E. Should any of the strands fail, the contractor shall determine the cause and repair and re-test at no cost to the City.

1-28.21 Inspection, Protection, and Installation

It is the Contractor's responsibility to locate existing facilities, pothole, and maintain existing utilities at all times.

Inspection: Before commencement of traffic signal work, the Contractor shall carefully inspect the existing conditions, and review the work of the Contract, which interfaces, with traffic signal work. The Contractor shall verify and locate existing equipment to confirm that it matches the Plans. The Contractor shall immediately notify the Engineer of any discrepancy regarding work by others and existing conditions before proceeding with work.

As shown in the Plans, the United States Postal Service (USPS) has a mailbox within the limits of the traffic signal. The contractor shall coordinate with the USPS to relocate the box.

Protection: Contractor shall protect adjacent existing site improvements from damage during installation procedures, and shall protect fixtures from scratches, nicks, dents, and other damage during installation.

1-28.22 Field Tests

Field tests shall conform to the provisions in Section 86-2.14B, "Field Testing," of the State Standard Specifications and the following:

The functional tests shall consist of not less than five (5) days of continuous, satisfactory operation for the entire system.

Test shall not start on Friday or on any day preceding a legal holiday Measurement and Payment

PAYMENT - The contract lump sum price paid for Traffic Signal **[Bid Item #23]** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing placing the signal system complete and in place, including surface restoration, as shown on the Plans, and as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

The contract unit price paid per foot for Electrical Service **[Bid Item #24]** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing placing the electrical conduit and conductors to the PG&E point of service complete and in place, including surface restoration, as shown on the Plans, and as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

SECTION 1-29. PAVEMENT TREATMENT

Prior to final striping, the Contractor shall install a slurry seal consistent with the provisions of this section.

1-29.1 Crack Cleaning and Weed Abatement

Prior to crack sealing, slurry sealing, or milling and filling, the Contractor shall remove vegetation and debris from cracks. Cracks having an average clear opening of 1/4 inch or greater shall be cleaned with high velocity compressed air to a depth of 3/4- to 1-inch unless otherwise directed by the Engineer. The air compressor shall be capable of providing sufficient uncontaminated air pressure and shall be equipped with traps that prevent oil and moisture from entering the stream of compressed air. The Contractor shall remove all debris from the road surface.

The Contractor shall neutralize future vegetation growth by heating the cracks. When using heat, the Contractor shall use extreme care to prevent fire. The City of Pinole prohibits the use of herbicide within the public right of way.

1.29-2 Crack Sealing

Work shall conform to Sec. 37-5, "Crack Treatment" in the Standard Specifications and these Special Provisions. The Contractor shall seal cracks on all streets designed for crack sealing and those receiving slurry seals.

Crack and joint sealant material shall be hot-poured sealant "Crafco, Roadsaver Low Tack" (#34543) or approved equal.

Crack sealant shall meet the following requirements of ASTM D6690, Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements."

<u>Test</u>	<u>ASTM D6690, Type I Spec. Limits</u>
Cone Penetration	90 max.
Softening Point	176F (80C) min.
Asphalt Compatibility	Pass
Recommended Pour Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)
Additional specifications when heated to the maximum heating temperature in accordance with ASTM D5167:	
Resilience, (ASTM D5329)	30% min.
Softening Point (ASTM D36)	200°F (93°C) min.
Ductility, 77°F (25°C)(ASTM D113)	50 cm min.
Flexibility, 0°F (-18°C), 180 degree	Pass
5 sec., 1/2" (12 mm) dia. (ASTM D3111)	

Sealant packaged in containers shall be labeled in accordance with AASHTO M 301-85, Section 5. Bulk shipments of sealant shall be accompanied by documents providing the name of the manufacturer, trade name of the sealant, batch or lot number, pouring temperature, and safe heating temperature. Mixing of more than one lot or batch within a bulk shipment of sealant will not be permitted.

Contractor shall thoroughly inspect the project site prior to submitting a bid for the project. All cracks and joints exceeding 1/4" in diameter shall be sealed.

Crack sealant shall not be placed during wet or inclement weather, or on wet surfaces. The atmospheric temperature shall be at least 4°C (40°F) and rising before the crack sealant is placed. The temperature of the existing pavement surface shall be above 0°C (32°F) when applying the crack sealant.

Crack Sealant shall be applied only when the wind conditions are such that a satisfactorily seal is achieved.

Air compressors shall be capable of providing sufficient uncontaminated air pressure to clean the cracks and shall be equipped with traps that prevent oil and moisture from entering the stream of compressed air.

The equipment for heating and preparing the sealant mixture shall be capable of providing a continuous supply of the prepared mixture and of maintaining a continuous, uniform, homogeneous mixture throughout the sealing operation. Continuous mechanical agitation shall be provided as necessary to maintain homogeneity.

Application devices shall provide uniform application of the sealant materials without clogging, or other irregularities in distribution. Application devices and equipment shall meet all stated requirements of the sealant manufacturer.

Cracks having an average clear opening of 1/2-inch or greater shall be cleaned with high velocity compressed air to a depth of 3/4- to 1-inch unless otherwise directed by the Engineer.

Immediately before placing the sealant, the sealant reservoirs shall be cleaned of loose particles, dust and other deleterious materials by means of high velocity compressed air.

Application of sealant shall be controlled to confine the crack sealant within the reservoirs. Crack sealant shall be applied to the clean, surface-dry reservoirs to a depth of between 3/8- to 1/4-inch below the existing surface of the roadway. If, in the opinion of the Engineer, the Contractor's method of filling the crack results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Overflow shall be cleaned from the pavement surface. The Engineer will determine when the cracks are properly sealed.

Should clogging of the application devices or irregularities in the application occur, operations shall cease until corrective action is taken.

Special requirements indicated by the manufacturer for preparation or placement of a given sealant material will be followed.

Vehicular traffic will not be permitted on the pavement surface until sufficient curing time has elapsed to eliminate pickup or tracking of the sealant.

1.29-3 Slurry Seal

Slurry seal shall conform to Section 37-3 of the Standard Specifications and these special provisions. Crack sealing shall be completed and approved by the Engineer prior to applying the slurry seal.

Asphalt Emulsion shall be cationic-type quick set (CQS-1H) modified with 2 1/2% rubber latex additive added to the mix at a rate of between 11 and 25%. Contractor shall provide evidence that this specified polymer modified emulsion has been provided to this project.

Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate will not be allowed.

Slurry seal shall be Type II.

The slurry seal proportions shall be determined in accordance with the wet track abrasion test procedures described in ASTM Method D3910-80a. Alternate procedures recommended by the Asphalt Institute or the International Slurry Seal Association will be permitted when approved by the Engineer.

A report summarizing design procedures, test results, and proportions of dry aggregate, water, asphaltic emulsion, mineral filler (if required) and retarders shall be submitted to the Engineer at least five (5) days in

advance of the initiation of the application of the slurry seal to the pavement. Any changes made in the proportions will be made only when approved by the Engineer.

The slurry shall be mixed in accordance with the provisions of Section 37-3 of the Standard Specifications.

There shall be a minimum of two 7-cubic yards or larger slurry machines in good operating condition on the job site at all times. Machines must be able to negotiate turns next to the curbs in cul-de-sacs, on initial pass in one continuous pass. Slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the requirements of Section 37-3 of the Standard Specifications.

If required by the Engineer, the slurry machine shall be assessed on a 300 ft. test section. If required by the Engineer, a calibration shall establish the settings required to obtain the application rate for the slurry and correct proportions of ingredients in accordance with specifications described above.

Preparatory work which does not require closing the street to public traffic may begin not earlier than 8:00 AM.

The streets must be reopened to traffic as soon as the seal has cured, and no later than 5:00 PM. Therefore, all work must cease and be completed including the curing of the seal for traffic to open no later than 5:00 PM.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal, or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

All existing raised traffic and reflective pavement markers shall be removed from the pavement prior to the placement of slurry seal as described in SECTION 1-21 of these Special Provisions.

The Contractor shall not complete the slurry seal until crack sealing and pavement repair work is complete.

No application of slurry mixture shall be permitted when the temperature of the pavement to be surfaced is below 50°F or when the air temperature is below 55°F in the shade or when in the opinion of the Engineer, road conditions, road temperatures, imminence of rain, wetness or dampness are not conducive to successful results.

Prior to placing the seal coat, the streets shall be cleaned by sweeping with self-loading, self-propelled sweepers with water spray bars to reduce dust. Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. Completion of sweeping shall be evidenced by the absence of all loose particles of paving, dirt, vegetation, and all other extraneous material. If needed, all areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer.

The slurry seal shall be applied to the full width of the roadway (excluding any existing Portland cement concrete gutters).

The minimum thickness of the slurry seal shall be 3/16 above the nominal surface of the existing underlying pavement.

In general, it is required that the slurry seal be placed to the approximate limits shown on the plans. The Engineer will delineate the exact limits in the field. At intersections with recent slurry-seal applications, new

work shall meet existing.

The slurry machine shall move forward at such a speed that the fluid slurry mixture will penetrate and substantially fill all available voids. The slurry box squeegees, rubber belting or similar material, shall be flexible enough to wipe the slurry uniformly over the surface of the chip seal without gouging, scouring, or abrading the chips. The slurry mixture shall be placed at a rate of not less than fifteen (15) pounds of aggregate per square yard. Weigh tags of gallonage will be furnished to the Engineer for all materials delivered to the job including aggregate and asphaltic emulsion for slurry.

All incidental work such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper. The joint between the edge of pavement and the concrete gutter shall be sealed with the slurry seal. Slurry seals shall overlap the concrete gutter edge approximately one (1) to two (2) inches. The edges of the limits of the slurry seal application on both sides of the street shall be maintained in a neat and uniform line. Care will be taken to avoid leaving ridges at the lap joints between adjoining passes. Wherever possible, joints will coincide with lane lines or in the center of the lane. In no case will ridges be allowed in the normal wheel track of vehicles. The forward speed of the slurry spreader shall be adjusted to eliminate corrugations or surface irregularities in the slurry coat which are caused by excessive speed.

The Contractors shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public and shall employ sufficient personnel to operate all equipment efficiently and skillfully. The contractor shall immediately remove any excess slurry from the gutters. The contractor shall not continue to the next street until all excess slurry is removed as determined by the Engineer.

The Contractor shall return to each street a minimum of 2 times, but up to three (3) times for post sweeping at the following intervals: 3 days after slurry seal is placed, 2 weeks after slurry seal is placed, and the day of striping and marking operations, just prior to striping and pavement marking placement. Brooms shall be self propelled and capable of removing loose material from the surface during sweeping.

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways, or other adjoining areas.

PAYMENT - The contract price paid per square yard for Slurry Seal **[Bid Item #14]** shall include full compensation for furnishing all labor, materials, tools and equipment necessary to perform the work including marking and marker removal, weed abatement, crack sealing, and slurry seal complete and in place, as shown on the Plans, and as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

SECTION 1-30. BICYCLE LANE TREATMENT

The Contractor shall apply a green bicycle lane treatment in the locations as shown in the Plans. This shall include the following:

1. The product shall include a Methyl Methacrylate resins with hardwearing aggregate and pigments to deliver a durable, highly visible and color stable lane delineation treatment that meets the non-slip requirements.
2. Materials used to create the color include a resin, aggregate, and catalyst.

2.1. The resin shall have the following properties:

Density	8.1 +/- .35	Lbs/Gal
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Tensile	>400 PSI	ASTM D638
Elongation	>180%	ASTM D638
Flash Point	>10°C	ASTM D1310

2.2. The resin shall be pigmented to be a green color consistent with the following color coordinates:

2.2.1. Daytime chromaticity:

1		2		3		4	
X	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 20, but no more than 35.

2.2.2. Nighttime chromaticity:

1		2		3		4	
X	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

2.3. The aggregate shall be provided by the manufacturer and shall have a hardness of 7 on the Mohs scale. Aggregate shall be a neutral, light color that will not affect the color of the finished product, and will have a mesh size range between 16 and 30 grit.

2.4. The catalyst shall come in a powder form and be supplied in bulk at the maximum usage rate of 0.51 +/- 0.2 lbs (.23 +/- .09 kg) per pail of resin and as required by the manufacturer.

3. The following is the require application equipment:

3.1. Squeegees shall be designed for heavy duty usage.

3.2. Rollers shall be medium nap in texture and require a roller cage and handle.

3.3. Drill shall be high speed, high torque capable of supplying enough power to thoroughly mix additives when paired with a paint mixing paddle.

4. The Contractor shall apply as follows:

4.1. Clean the intended application area thoroughly. All loose particles, dirt, sand dust, etc. must be removed. Broom and use a power blower or compressed air. The surface must be clean, dry and free of all dust, oil, debris and any other material that might interfere with the bond between the material and surface to be treated.

4.1.1. Concrete: All curing compounds shall be completely removed from concrete surfaces prior to installation by shot blasting or grinding. Existing concrete surfaces shall be wire brushed, but may require shot blasting or grinding dependent on condition.

4.1.2. Chemical contaminants: Clean areas containing chemical contaminants such as vehicle fluids, using a degreasing solution, and ensure removal of contaminants and degreasing solution well in advance of the application.

4.1.3. Obstacles: Pavement markings that are to be left in place, utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location shall be masked to protect from application. Existing pavement markings conflicting with the surface treatment should be removed by grinding or water blasting. Extra care should be taken to thoroughly remove the dust and debris caused from grinding.

4.2. Mixing. Catalyst quantity shall be based on ambient and pavement temperature and must be mixed very thoroughly at specified rates and into materials listed in the materials mixing guide.

- 4.3. Installation shall immediately be poured on to pavement and distributed at 45-50 sq. ft. per pail using a squeegee and in accordance with the manufacturer's recommendations. Trowels can be used where a squeegee is not effective. Use roller to back roll material to remove working lines and create a consistent, anti-slip texture. Remove masking as material gels, but before it cures.
- 4.4. Opening to traffic. The material must be 100% cured, which will be a hardened solid state, before traffic is permitted.
- 4.5. Apply thermoplastic markings as allowed by manufacturer.
- 4.6. The bicycle lane treatment material supplied shall have the following properties:

Density	18.5 +/- 0.5	Lbs / Gallon
Solids	>99%	D2205
Build Thickness	90 +/-10	Mils
VOC	<350	Grams/Liter
Pot Life	~15min	AASHTO T237
Skid	>60	ASTM E303
Hardness	50-60	ASTM D2240
Water Absorption	<0.25%	ASTM D570

The Contractor shall apply a test patch of no less than four feet wide by 5 feet long for the Engineer's review and approval.

PAYMENT - The contract unit price paid per square foot for the Green Thermoplastic Markings **[Bid Item #22]** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing the treatment complete and in place, as shown on the Plans, and as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

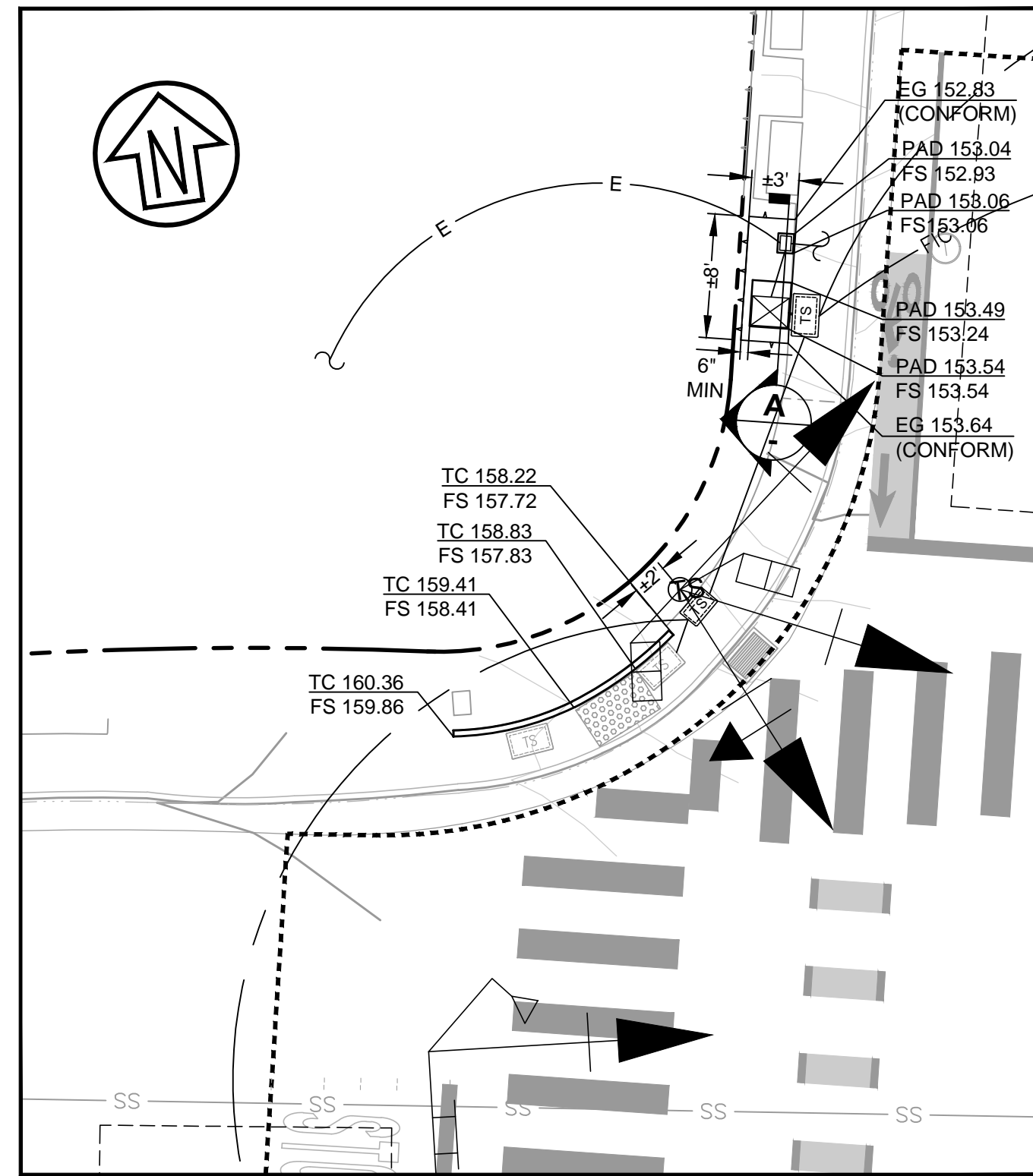
SECTION 1-31. SITE CLEAN-UP

On completion of the work, the Contractor shall clean all portions of the project area. This work includes removing all debris, street sweeping, power washing, and removing paint marks within the work zone.

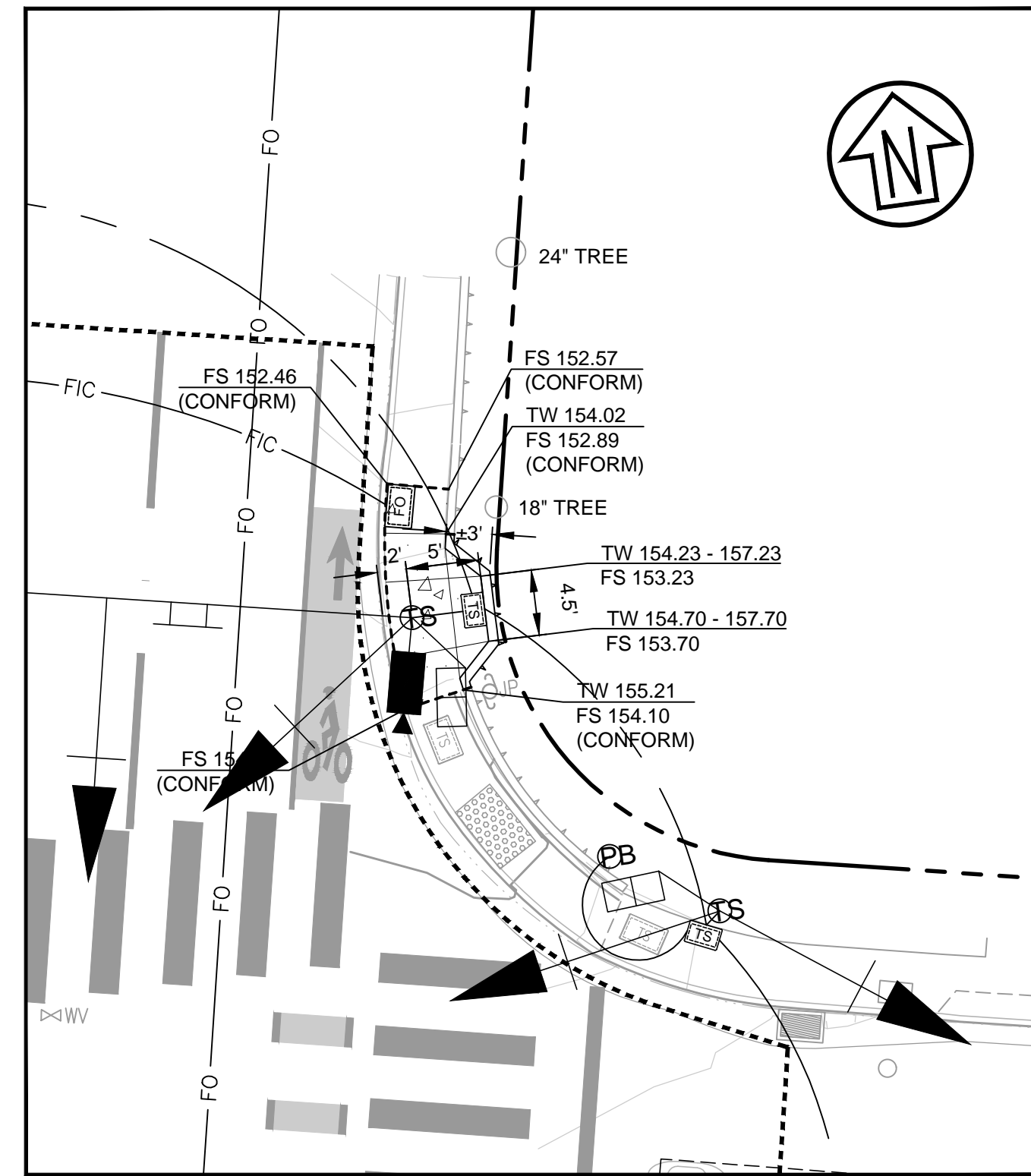
PAYMENT - Full compensation for site clean-up shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

APPENDICES
SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD
FEDERAL PROJECT #: STPL-5126(019)

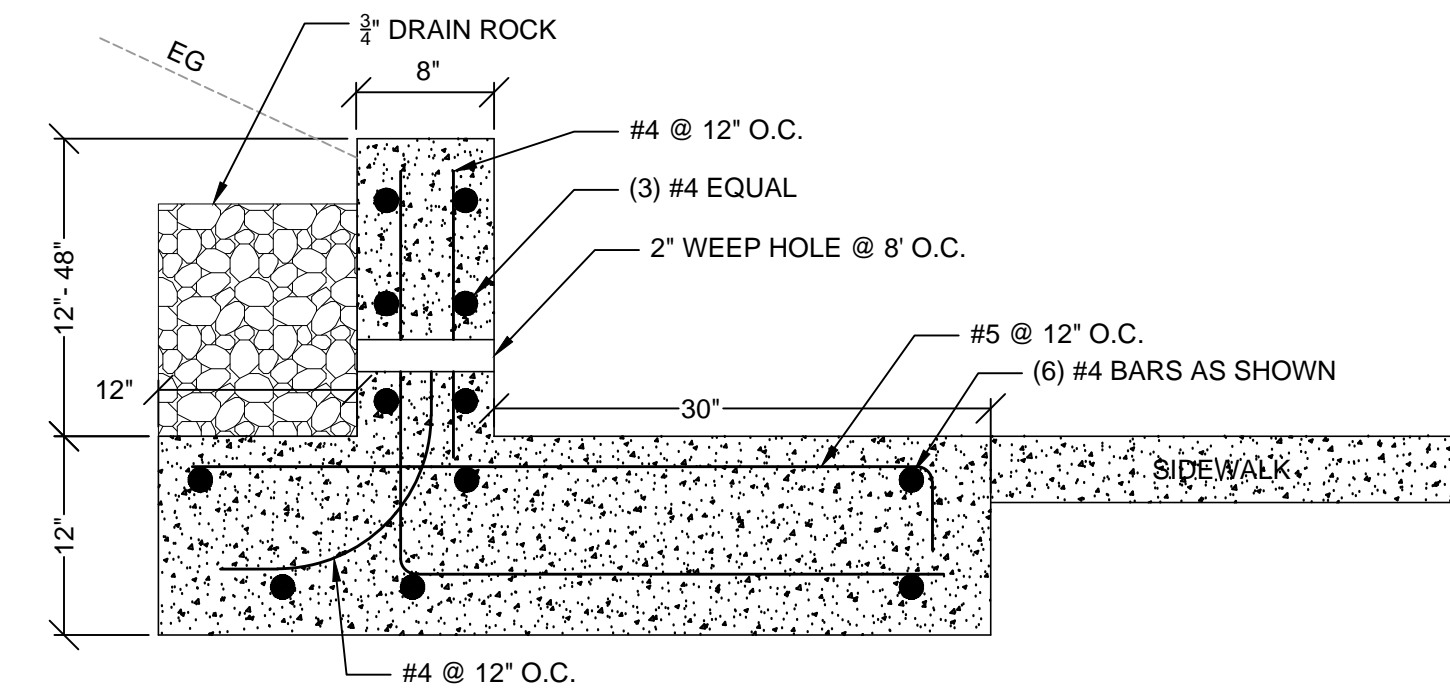
PROJECT PLANS
SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD
FEDERAL PROJECT #: STPL-5126(019)



A NW APPIAN WAY
SCALE: 1" = 10'



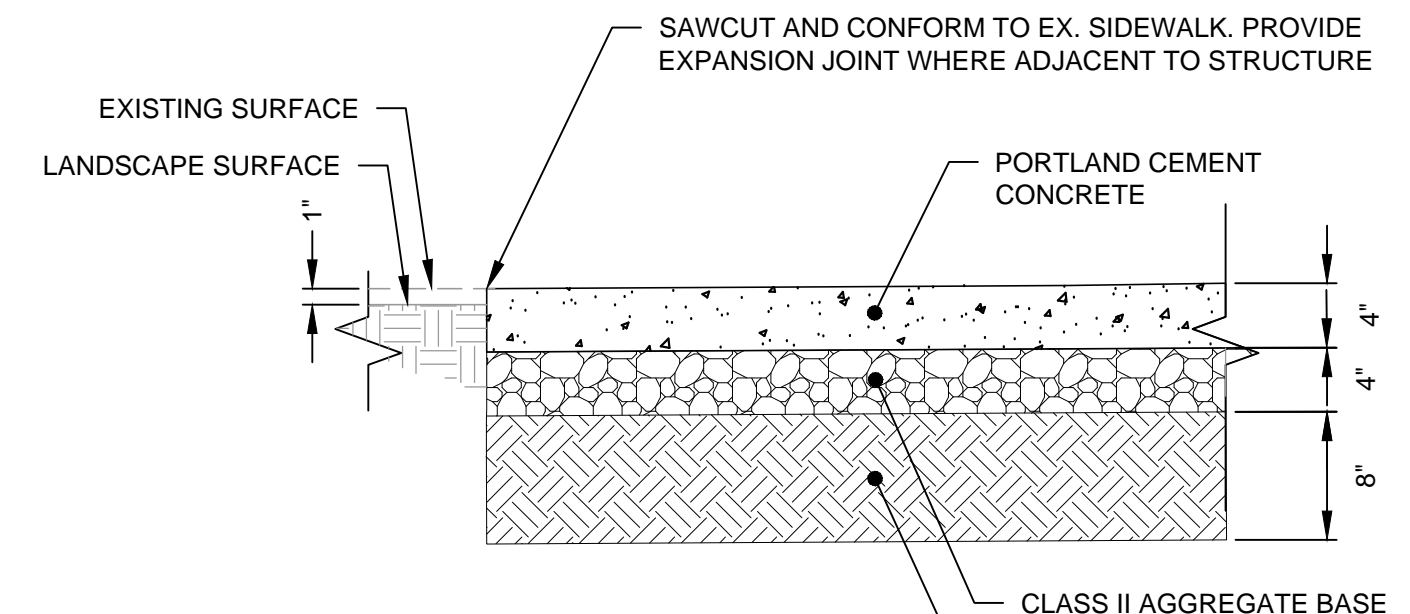
B NE APPIAN WAY
SCALE: 1" = 10'



- NOTES:
- CONCRETE TO HAVE A STRENGTH OF 3000 PSI
 - RETAINING WALL WIDTH TO MATCH EXISTING. SAWCUT ENDS OF EXISTING RETAINING WALL. CONTRACTOR TO PROVIDE SMOOTH/ FLUSH CONFORM TO EXISTING WALL

2 CONCRETE RETAINING WALL DETAIL

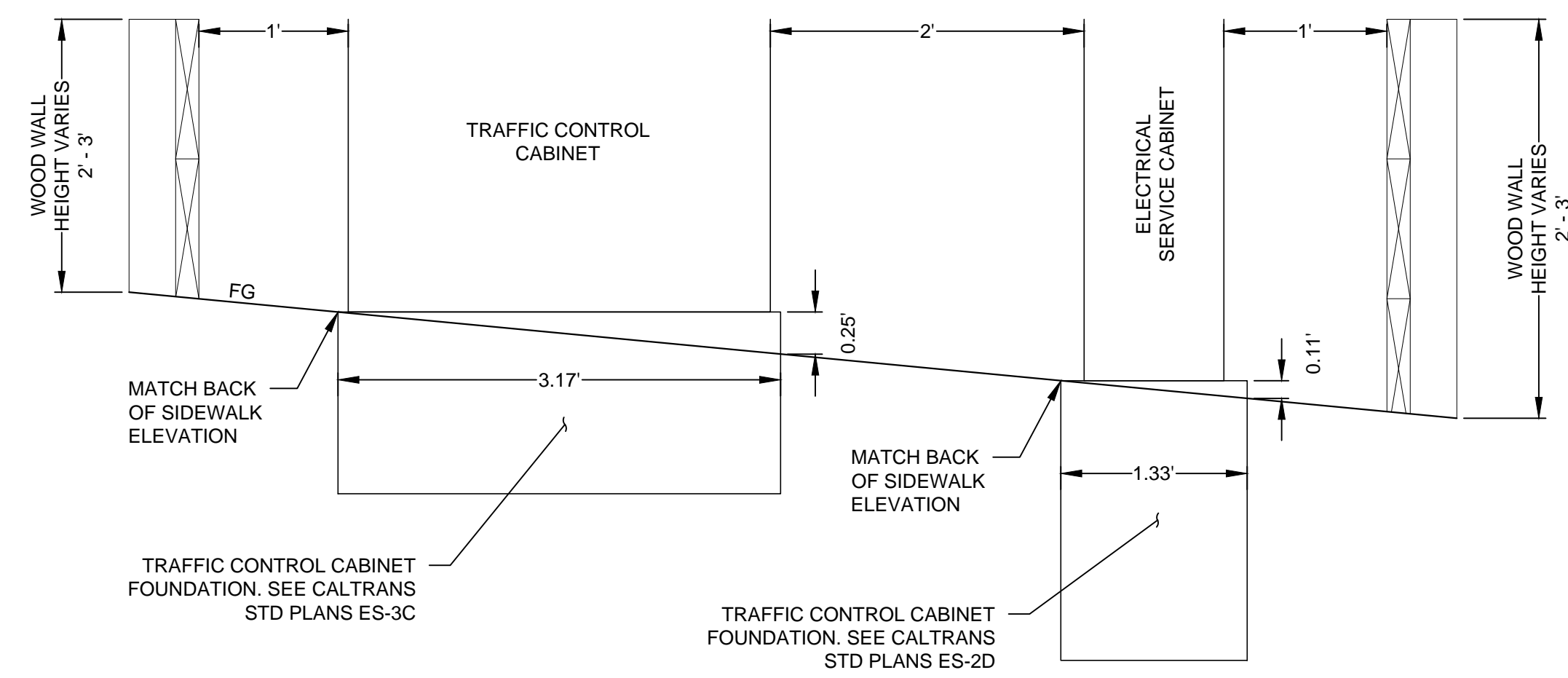
SCALE: N.T.S.



- NOTES:
- ALL TREAD SURFACES SHALL BE SLIP RESISTANT.
 - SEE PLAN FOR LOCATION OF JOINTS.

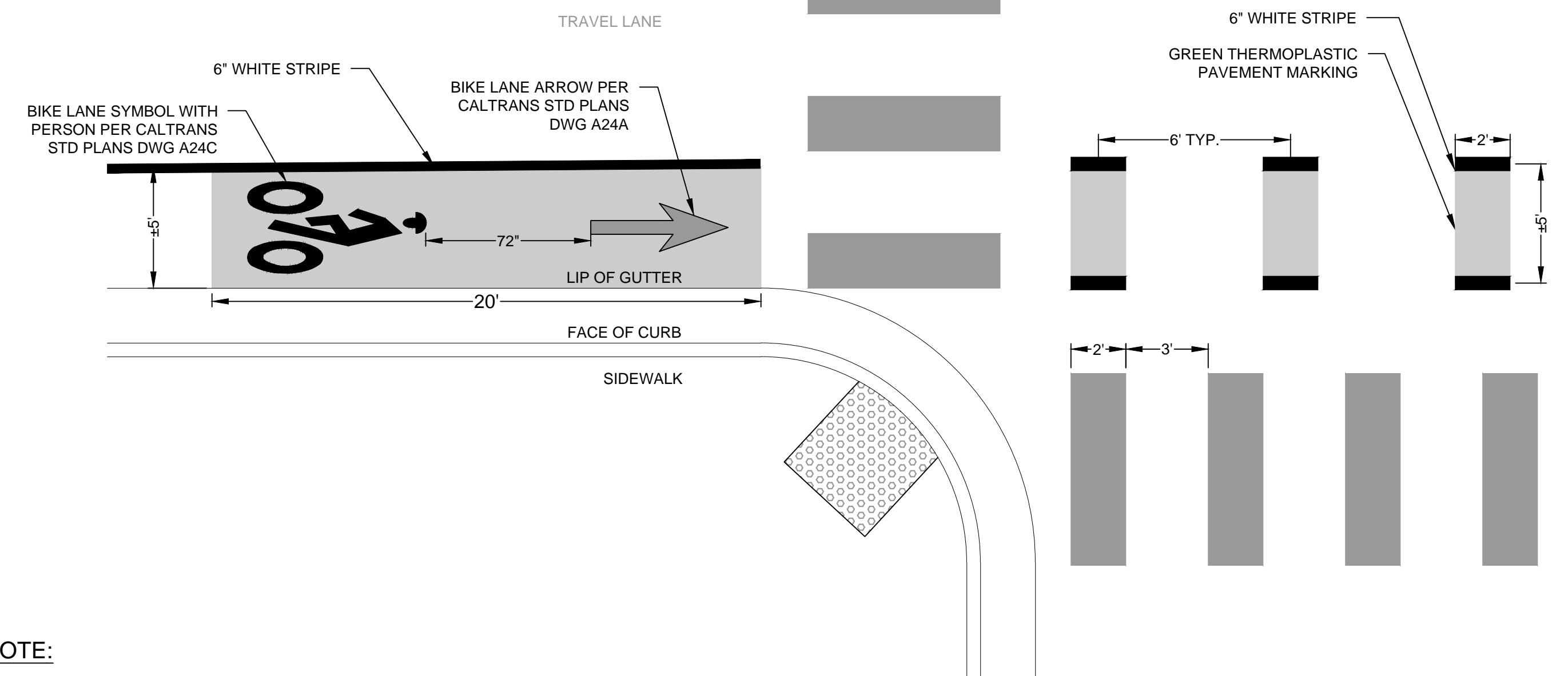
3 CONCRETE SIDEWALK

SCALE: 1" = 1'



A CONCRETE PAD SECTION

SCALE: N.T.S.



- NOTE:
- THERMOPLASTIC PAVEMENT MARKING SHALL BE LOCATED OUTSIDE OF GUTTER.

1 BIKE LANE AND CROSSING DETAIL

SCALE: N.T.S.

Rev	Date	Description	Designated	Drawn	Checked

SAFETY IMP. AT APPIAN WAY AND MARLESTA RD.
**ENLARGEMENT AND
DETAIL SHEET**
CITY OF PINOLE

City Of
Pinole
County Of
Contra Costa
State Of
California

Prepared Under the Direction of:

Sheet
C2.2

Scale: 1" = 10'
Date: 08/10/2022
Project Number: 2.130.002
Plan File: