

Attachment 1

DEPARTMENT OF PUBLIC WORKS
CITY OF BRISBANE

GUADALUPE CANYON PARKWAY
SAFETY IMPROVEMENTS PROJECT

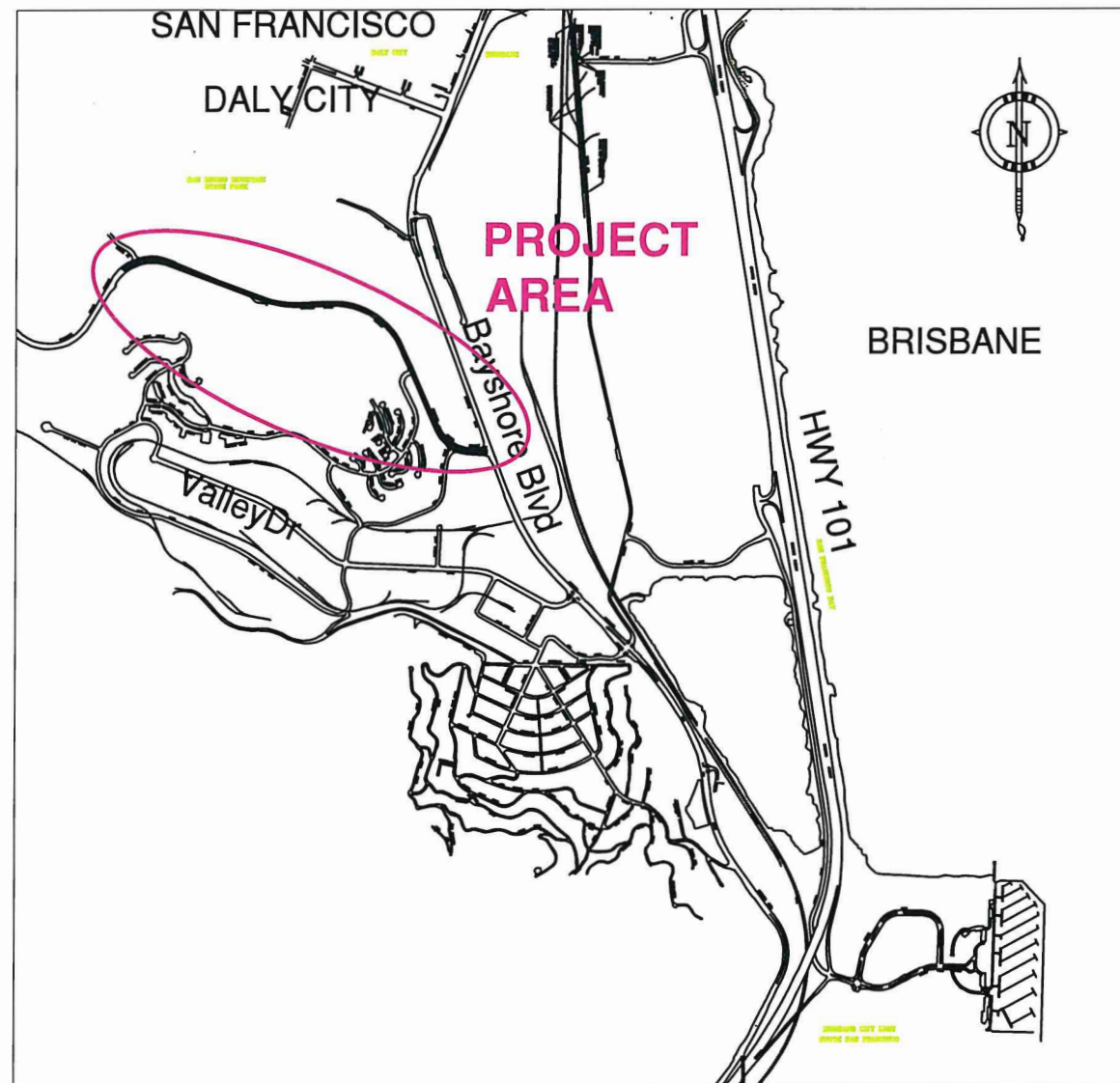
PROJECT NO. 920D

FEDERAL PROJECT NO. HSIPL-5376(015)

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS - DATED 2018

SHEET INDEX

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11-12	DETAILS



CITY COUNCIL

Mayor: Terry O'Connell
Mayor Pro Tempore: Karen Cunningham
Council Member: W. Clarke Conway
Council Member: Madison Davis
Council Member: Clifford R. Lentz

City Manager: Clayton L. Holstine
City Engineer: Randy L. Breault



CITY OF BRISBANE
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT
BRISBANE CALIFORNIA

REVISIONS	DATE
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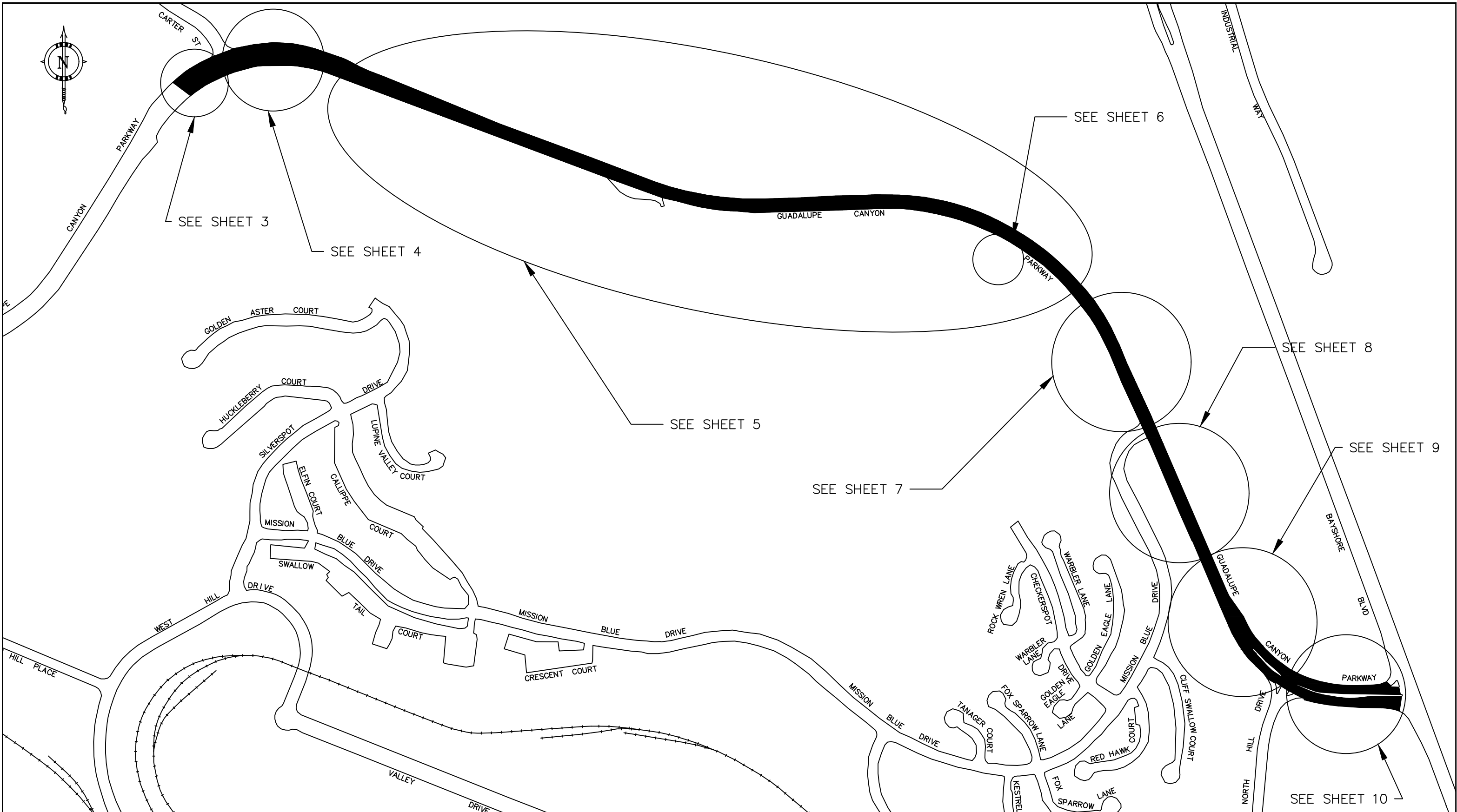
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STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

TRANSPORTATION _____
SANITARY _____
STORM _____
ELECTRICAL _____
CONSTRUCTION _____
SURVEYS _____



DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA
DRAWN BY: JY
CHECKED BY: KK
PROJ. ENGR.: KAREN KINSER
DATE: DEC. 18, 2019
SCALE: NOT DRAWN TO SCALE
SHEET NO: 1 OF 12 SHEETS

MR RANDY L. BREAULT
DIRECTOR OF PUBLIC WORKS
R. Breault
FILE NO.



PLAN
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT
 BRISBANE CALIFORNIA

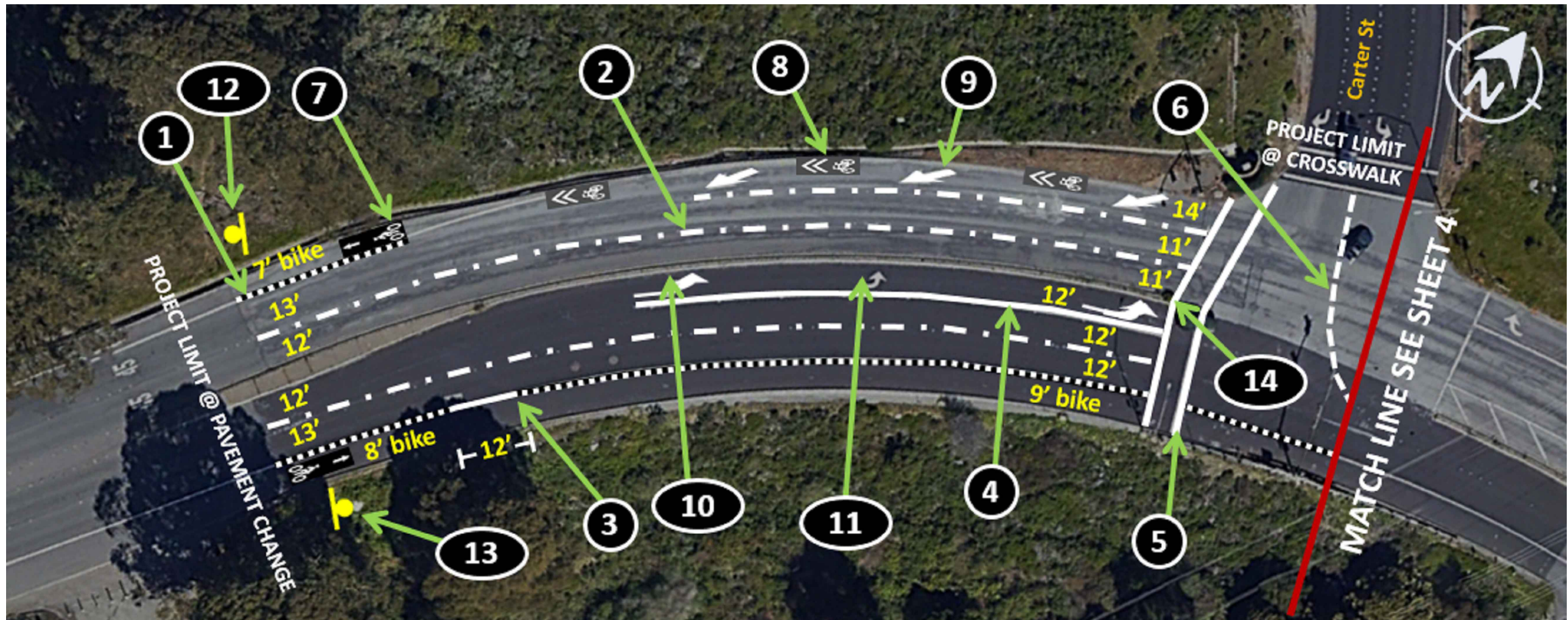
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 SURVEYS _____



DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA
 DRAWN BY: JY MR RANDY L BREault
 CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
 PROJ. ENGR.: KAREN KINSER
 DATE: DEC. 18, 2019
 SCALE: NOT DRAWN TO SCALE
 SHEET NO: 2 OF 12 SHEETS FILE NO.



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (490 LF)
2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (870 LF)
3. Leave 12' gap in rumble strip adjacent to left turn lane taper. Edgeline and bike lane stripes shall continue.
4. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (200 LF)
5. Install 12" crosswalk lines. (190 LF)
6. Install 6" lane line extension through intersection per Detail 40 on Caltrans Std. Plan A20D. (75 LF)
7. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (2 EA, 21 SF)
8. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (3 EA, 34.5 SF)
9. Install Type VI arrow per Caltrans Std. Plan A24A. (3 EA, 126 SF)
10. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
11. Remove and do not replace middle arrow.
12. Install sign assembly – 24"x18" R3-17 sign and 24"x8" R3-17bP plaque on breakaway pole. (1 EA)
13. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
14. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

**STRIPING/SIGNING – GCP WEST OF CARTER ST
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

BRISBANE

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PRIVATE DEVELOPMENT
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(SEWER SERVICES)

STREETS AND TRAFFIC
(TRAFFIC OPERATIONS)

PARKS AND RECREATION

TRANSPORTATION

SANITARY

STORM

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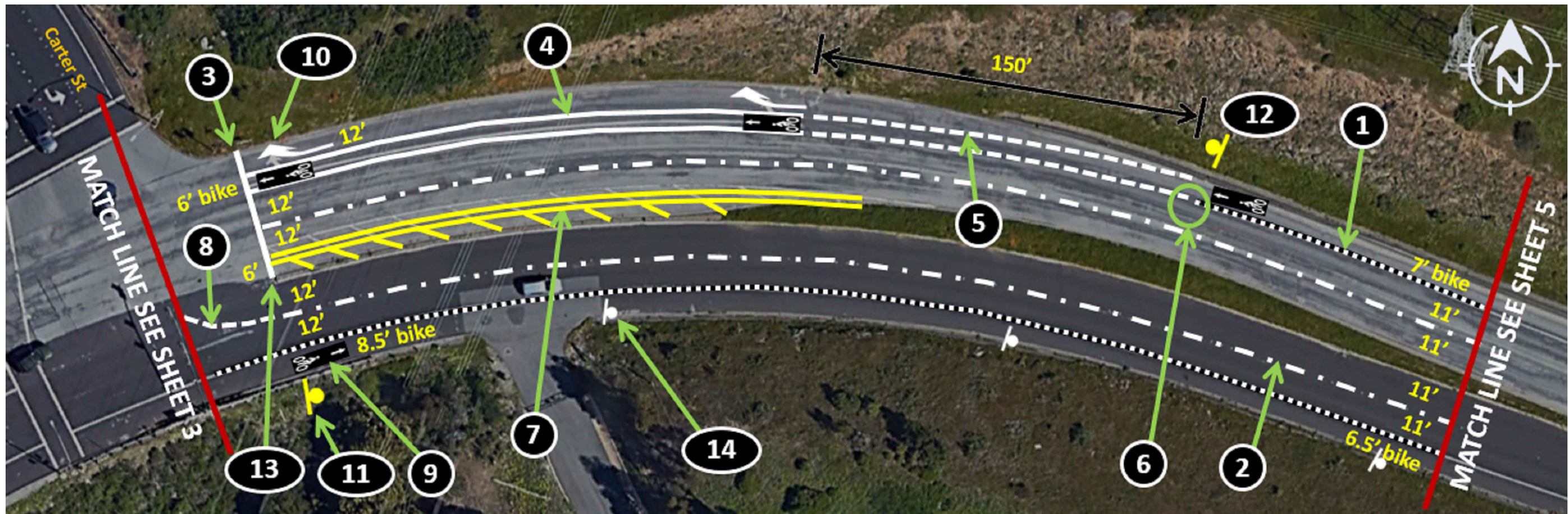
CONSTRUCTION

SURVEYS



**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

DRAWN BY: JY MR RANDY L BREULT
 CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
 PROJ. ENGR.: KAREN KINSER
 DATE: JAN. 21, 2020
 SCALE: NOT DRAWN TO SCALE FILE NO.
 SHEET NO: 3 OF 12 SHEETS



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (585 LF)
2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (940 LF)
3. Install 12" limit line. (50 LF)
4. Install set of two 6" bike lane lines between right turn lane and through lane. (430 LF)
5. Install set of two 6" bike lane intersection lines at right turn lane opening per Detail 39A on Caltrans Std. Plan A20D. (300 LF)
6. Install rumble stripe transition taper per Detail A on sheet 11.
7. Install median crosshatch stripes. Median stripes shall consist of double yellow left edgeline per Detail 27 on Caltrans Std. Plan A20B and approx. nine 12" diagonal crosshatch lines spaced 20' apart. (255 LF for edgeline, 90 LF for crosshatch lines)
8. Install lane line extension through intersection per Detail 40 on Caltrans Std. Plan A20D. (40 LF)
9. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (4 EA, 42 SF)
10. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
11. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
12. Install sign assembly – 36"x30" R4-4 sign on breakaway pole. (1 EA)
13. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)
14. Install white surface-mounted Class 1 flexible delineator post at edge of pavement on eastbound side. Delineator posts shall be placed only where a drainage ditch or chain-link fence is present adjacent to the roadway and shall be spaced at intervals of no more than 150'. (3 EA)

**STRIPING/SIGNING – GCP EAST OF CARTER ST
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

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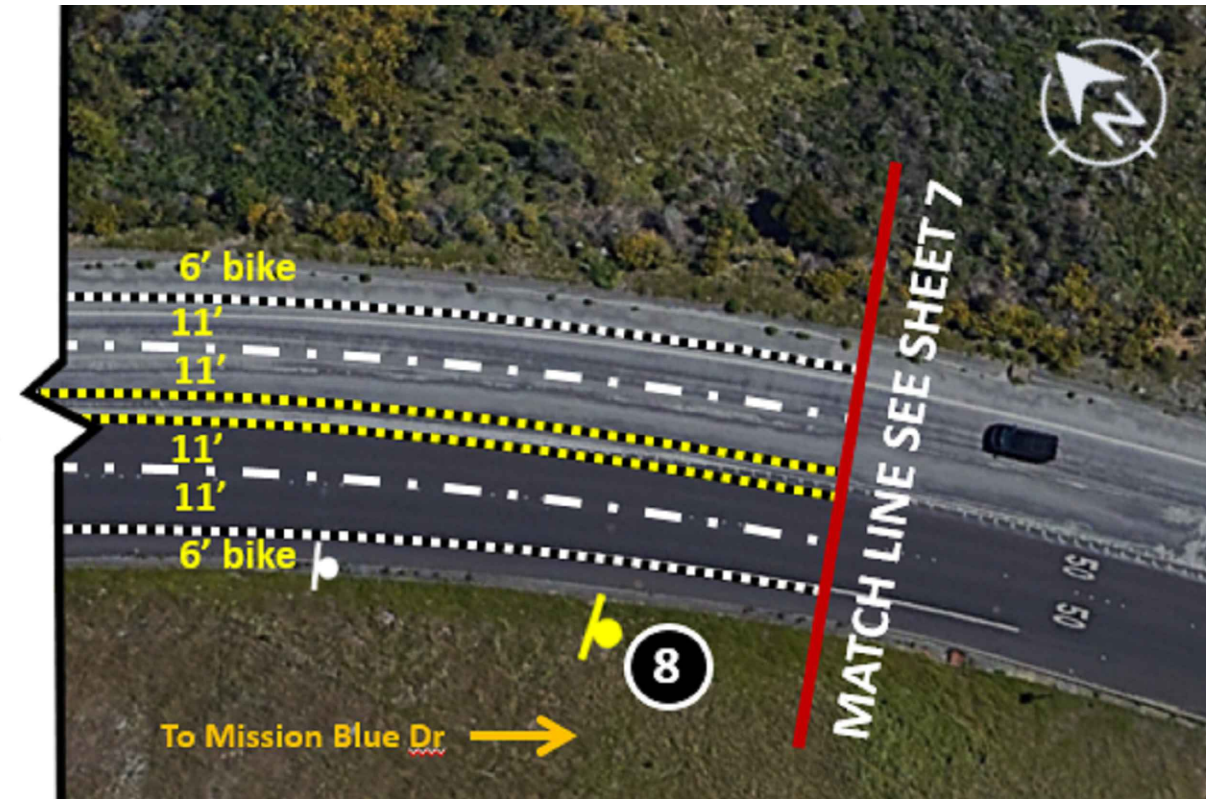
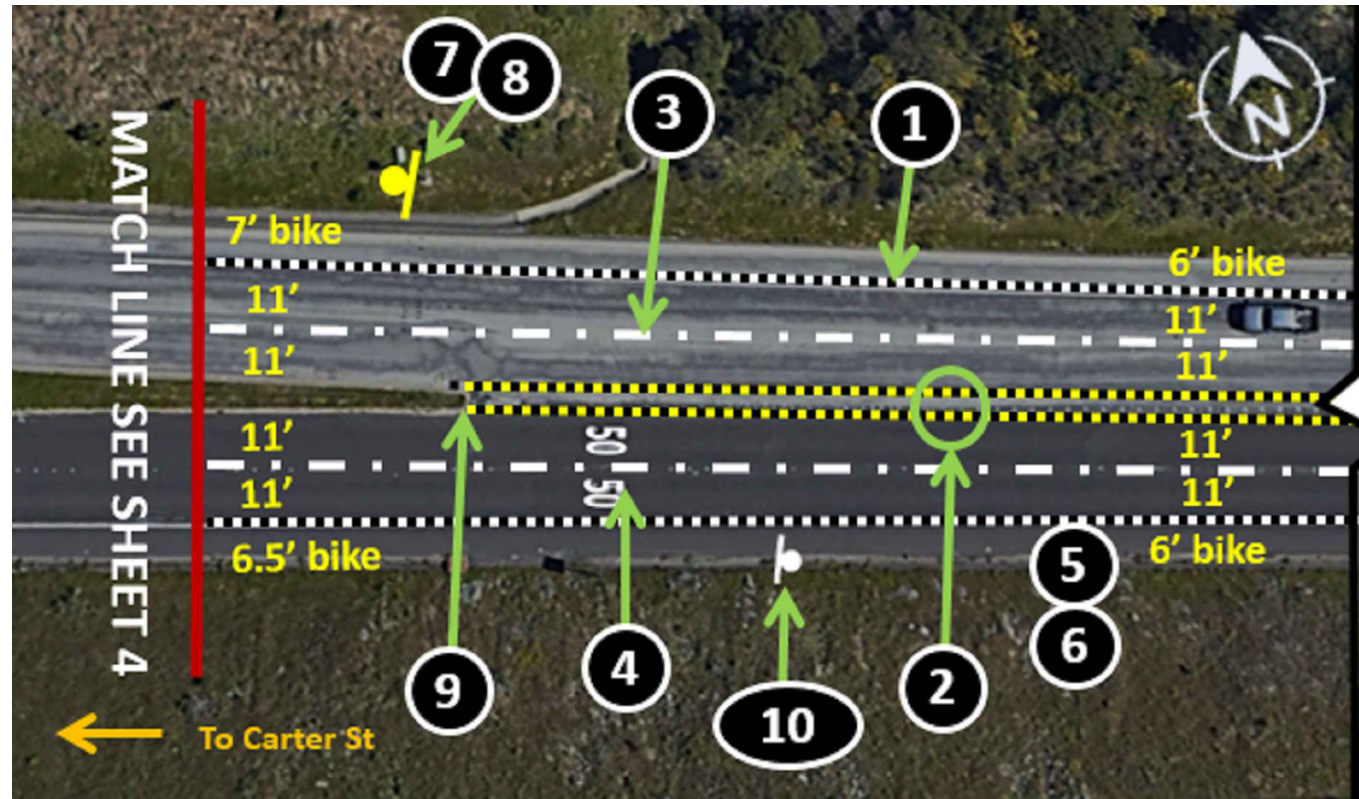
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ELECTRICAL _____
CONSTRUCTION _____
SURVEYS _____



**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

DRAWN BY: JY MR RANDY L BREULT
CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
PROJ. ENGR.: KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE FILE NO.
SHEET NO: 4 OF 12 SHEETS



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (3190 LF)
2. Install median rumble stripes per Detail D on sheet 12. (6380 LF)
3. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (6380 LF)
4. Install "50" numeral pavement markings per Caltrans Std. Plan A24C. (2 EA, 36 SF)
5. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. Markings shall be placed at intervals of no greater than 750' on both sides of roadway, with measurement beginning on Carter St and Mission Blue Dr. Exact marking locations are within break line on plan and are not shown. (8 EA, 84 SF)
6. Install sign assembly – 24"x18" R3-17 sign on breakaway pole adjacent to bike lane pavement marking at intervals of 750'. Exact sign locations are within break line and are not shown on plan. (8 EA)
7. Remove existing flashing beacon assembly. (1 EA)
8. Install sign assembly – 30"x30" W3-3 solar-powered LED flashing warning sign on breakaway pole. Sign in westbound direction shall be placed at location of existing flashing beacon. Sign in eastbound direction shall be placed 500' in advance of Mission Blue Dr. (2 EA)
9. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)
10. Install white surface-mounted Class 1 flexible delineator post at edge of pavement on eastbound side. Delineator posts shall be placed only where a drainage ditch or chain-link fence is present adjacent to the roadway and shall be spaced at intervals of no more than 150'. (19 EA)

**STRIPING/SIGNING – GCP B/W CARTER AND MISSION BLUE
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

BRISBANE

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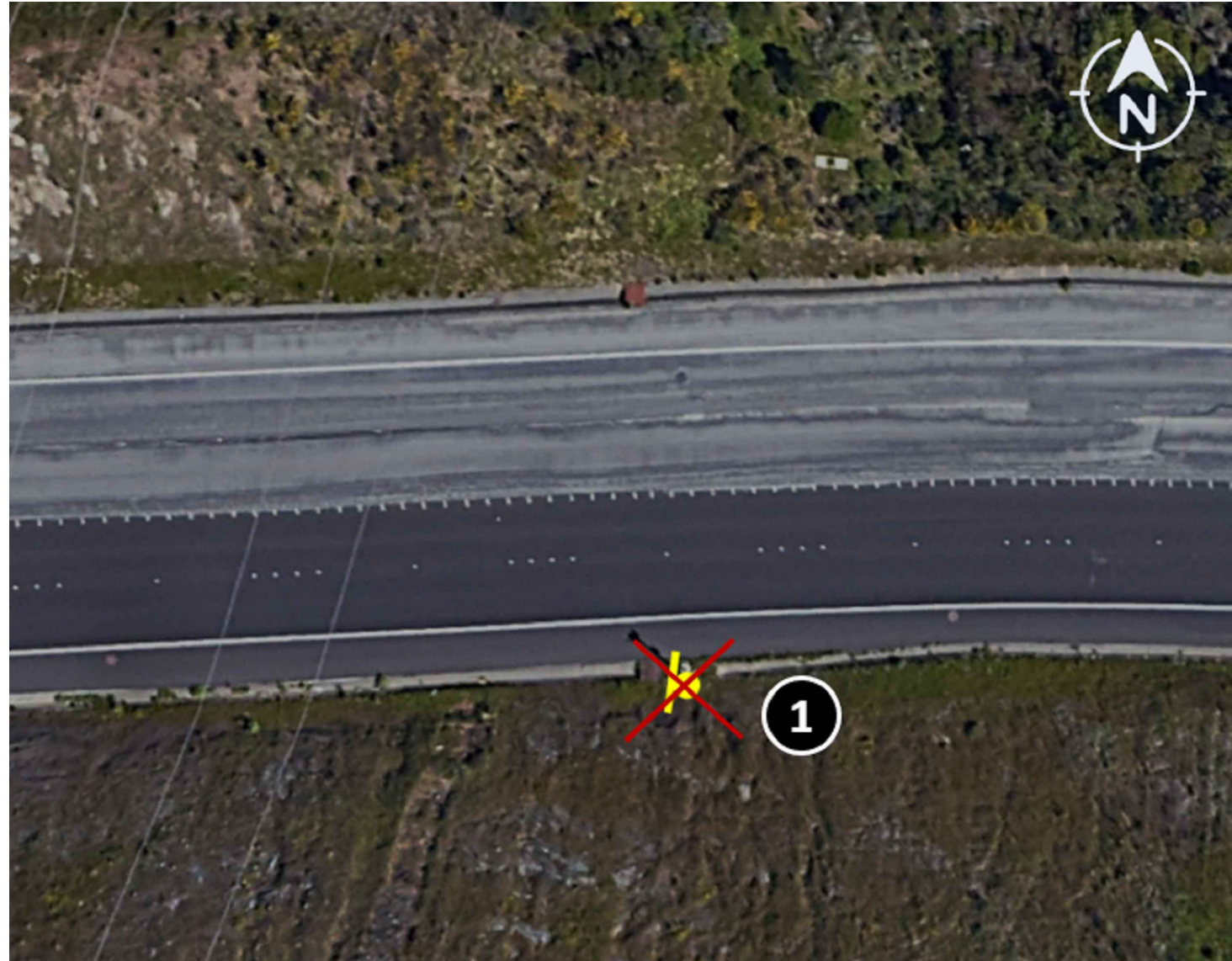
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CONSTRUCTION _____
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**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

DRAWN BY: JY MR RANDY L BREULT
CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
PROJ. ENGR.: KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE
SHEET NO: 5 OF 12 SHEETS FILE NO.



CONSTRUCTION NOTES

1. Remove existing flashing beacon assembly 1500' west of Mission Blue Dr. (1 EA)

SIGNING – GCP 1500' WEST OF MISSION BLUE DR
 GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

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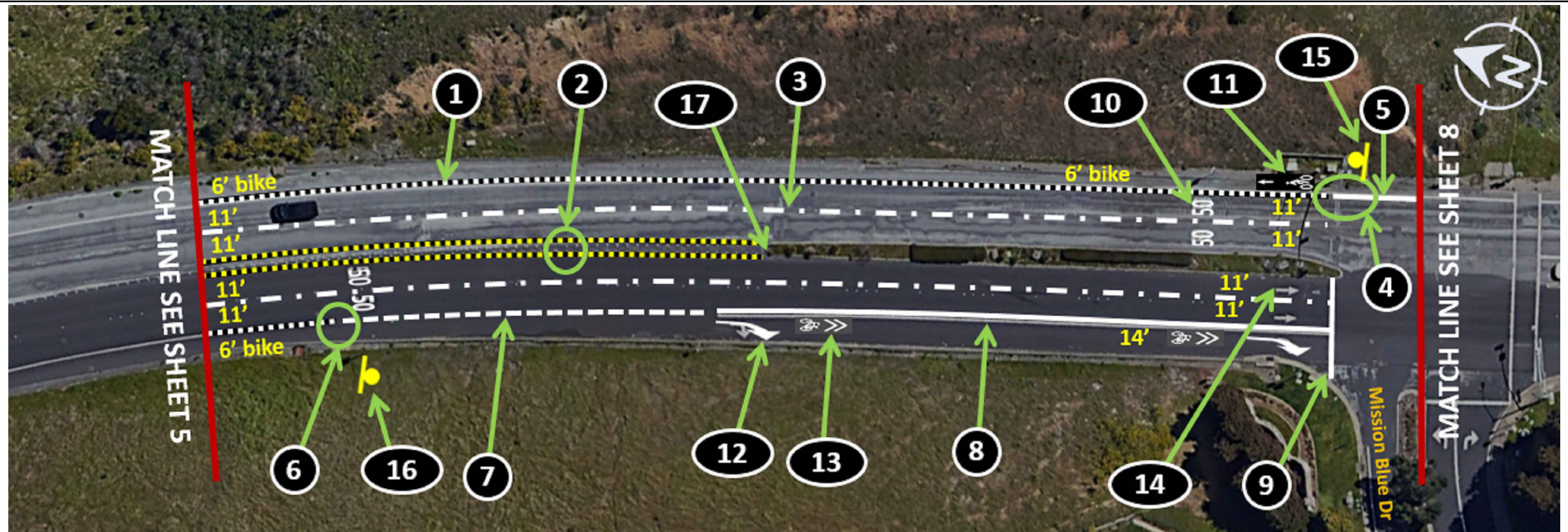
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**DEPARTMENT OF PUBLIC WORKS
 BRISBANE, CALIFORNIA**

DRAWN BY: JY MR RANDY L BREULT
 CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
 PROJ. ENGR. : KAREN KINSER
 DATE: JAN. 21, 2020
 SCALE: NOT DRAWN TO SCALE FILE NO.
 SHEET NO: 6 OF 12 SHEETS



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (520 LF)
2. Install median rumble stripes per Detail D on sheet 12. (450 LF)
3. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (920 LF)
4. Install 6" edgeline taper as part of rumble stripe transition per Detail C on sheet 11. (50 LF)
5. Install 6" bike lane line. (50 LF)
6. Install rumble stripe transition taper per Detail A on sheet 11.
7. Install 6" bike lane intersection line at right turn lane opening per Detail 39A on Caltrans Std. Plan A20D. (150 LF)
8. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (255 LF)
9. Install 12" limit line. (40 LF)
10. Install "50" numeral pavement markings per Caltrans Std. Plan A24C. (4 EA, 72 SF)
11. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (1 EA, 10.5 SF)
12. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
13. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (2 EA, 23 SF)
14. Remove and do not replace through arrows.
15. Install 24"x18" R3-17 sign on existing traffic signal pole below signal head. (1 EA)
16. Install sign assembly - 36"x30" R4-4 sign on breakaway pole. (1 EA)
17. Install Type P(CA) (OM-3L) object marker on both noses of median. (2 EA)

**STRIPING/SIGNING – GCP NORTH OF MISSION BLUE DR
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

BRISBANE

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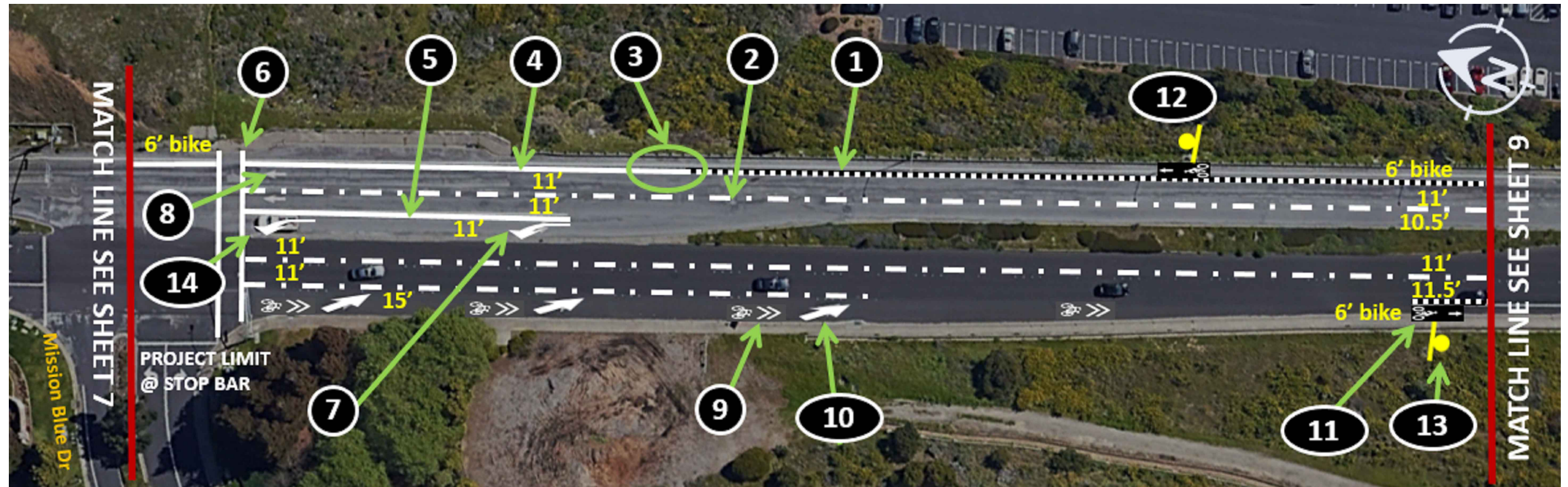
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STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

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CONSTRUCTION _____
SURVEYS _____



**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

DRAWN BY: JY MR RANDY L BREULT
CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
PROJ. ENGR.: KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE FILE NO.
SHEET NO: 7 OF 12 SHEETS



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (255 LF)
2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (1140 LF)
3. Install 6" edgeline taper as part of rumble stripe transition per Detail B on sheet 11.
4. Install 6" bike lane line. (235 LF)
5. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (150 LF)
6. Install 12" crosswalk lines. (160 LF)
7. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
8. Remove and do not replace through arrows.
9. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (4 EA, 46 SF)
10. Install Type VI arrow per Caltrans Std. Plan A24A. (3 EA, 126 SF)
11. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (2 EA, 21 SF)
12. Install 24"x18" R3-17 sign on existing light pole. (1 EA)
13. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
14. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

**STRIPING/SIGNING – GCP SOUTH OF MISSION BLUE DR
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

BRISBANE

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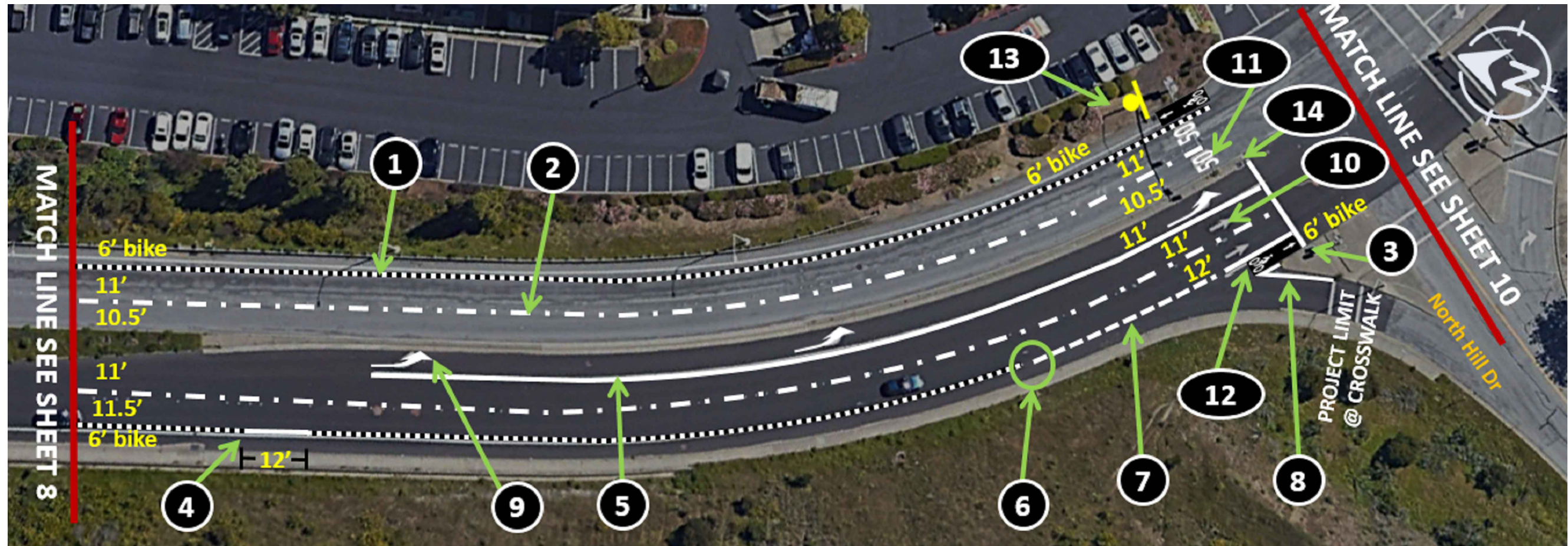
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PARKS AND RECREATION _____

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STORM _____
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CONSTRUCTION _____
SURVEYS _____



**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

DRAWN BY: JY MR RANDY L BREULT
CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
PROJ. ENGR.: KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE FILE NO.
SHEET NO: 8 OF 12 SHEETS



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (785 LF)
2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (895 LF)
3. Install 12" limit line. (40 LF)
4. Leave 12' gap in rumble strip adjacent to left turn lane taper. Edgeline and bike lane stripes shall continue.
5. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (350 LF)
6. Install rumble stripe transition taper per Detail A on sheet 11.
7. Install 6" bike lane intersection line at right turn lane opening per Detail 39A on Caltrans Std. Plan A20D. (80 LF)
8. Install 6" bike lane line and 8" edgeline along edge of concrete island. (55 LF)
9. Install Type III arrow per Caltrans Std. Plan A24B. (3 EA, 126 SF)
10. Remove and do not replace through arrows.
11. Install "50" numeral pavement markings per Caltrans Std. Plan A24C. (2 EA, 36 SF)
12. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (2 EA, 21 SF)
13. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
14. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

**STRIPING/SIGNING – GCP WEST OF NORTH HILL DR
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

BRISBANE

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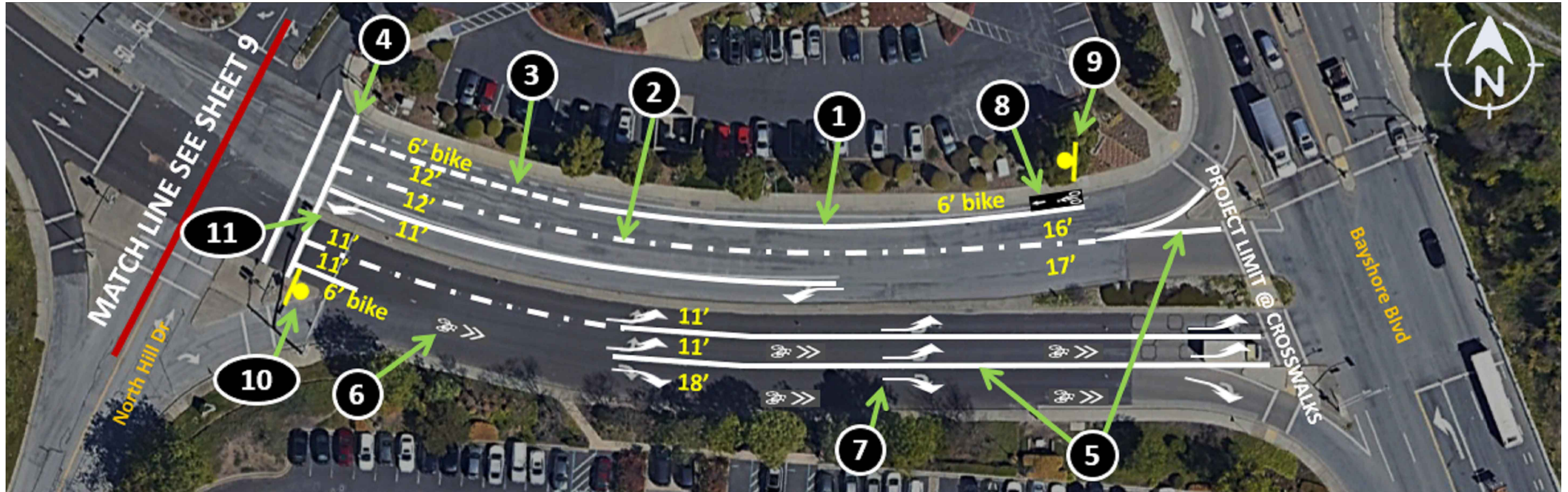
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(TRAFFIC OPERATIONS)
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STORM
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SURVEYS



**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

DRAWN BY: JY MR. RANDY L BREULT
 CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
 PROJ. ENGR.: KAREN KINSER
 DATE: JAN. 21, 2020
 SCALE: NOT DRAWN TO SCALE FILE NO.
 SHEET NO: 9 OF 12 SHEETS



CONSTRUCTION NOTES

1. Install 6" bike lane line. (235 LF)
2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (440 LF)
3. Install 6" bike lane intersection line per Detail 39A on Caltrans Std. Plan A20D. (100 LF)
4. Install 12" crosswalk lines. (140 LF)
5. Install 8" line and markers at turn lanes and along edges of concrete island per Detail 38 on Caltrans Std. Plan A20D. (840 LF)
6. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (5 EA, 57.5 SF)
7. Install Type III arrow per Caltrans Std. Plan A24B. (11 EA, 462 SF)
8. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (1 EA, 10.5 SF)
9. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
10. Install sign assembly – 24"x18" R3-17 sign and 24"x8" R3-17bP plaque on breakaway pole. (1 EA)
11. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

**STRIPING/SIGNING – GCP B/W NORTH HILL AND BAYSHORE
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT**

BRISBANE

CALIFORNIA

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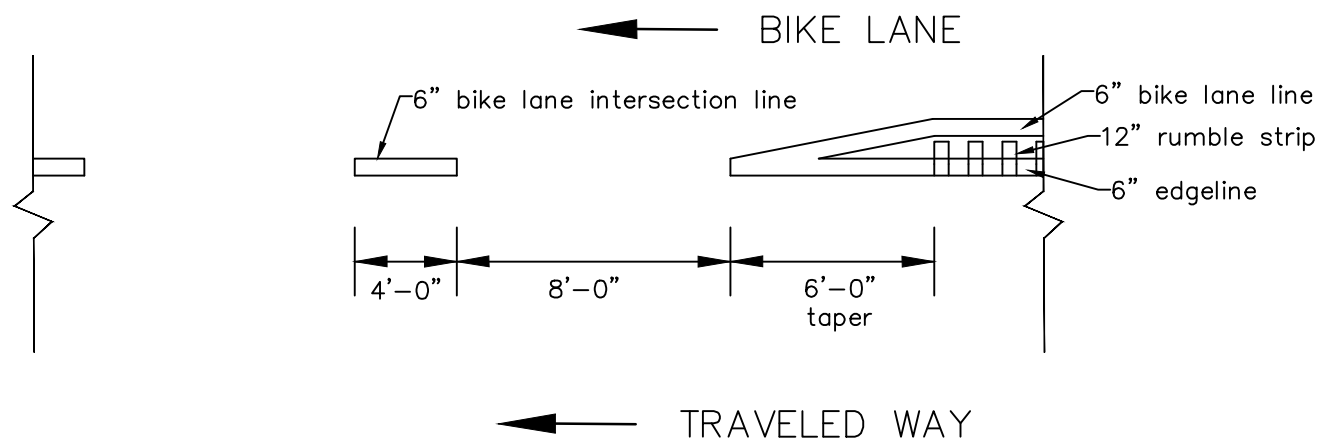
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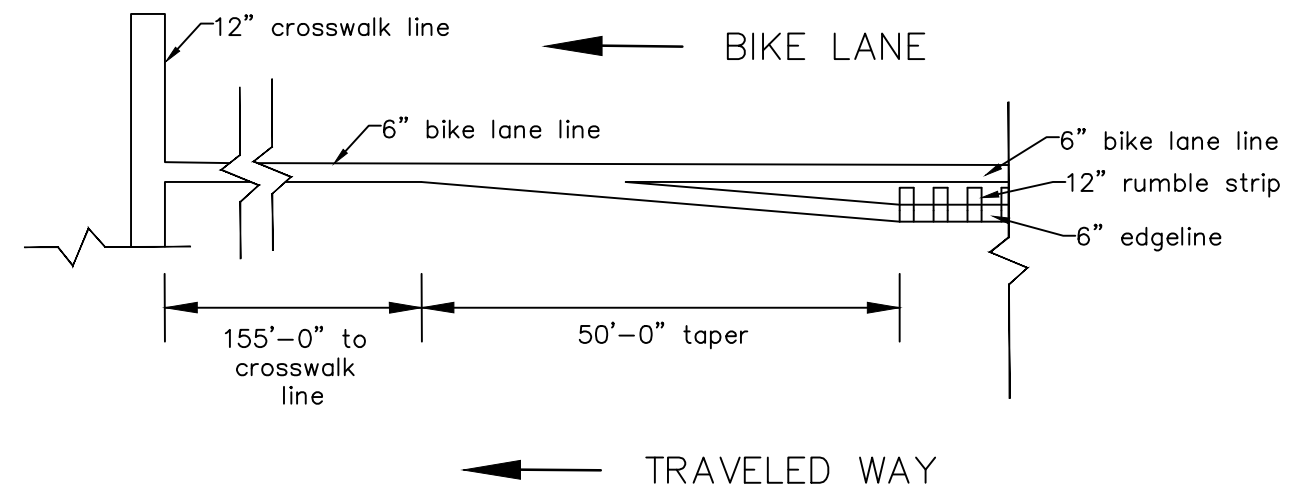


**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**

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SCALE: NOT DRAWN TO SCALE
SHEET NO: 10 OF 12 SHEETS FILE NO.

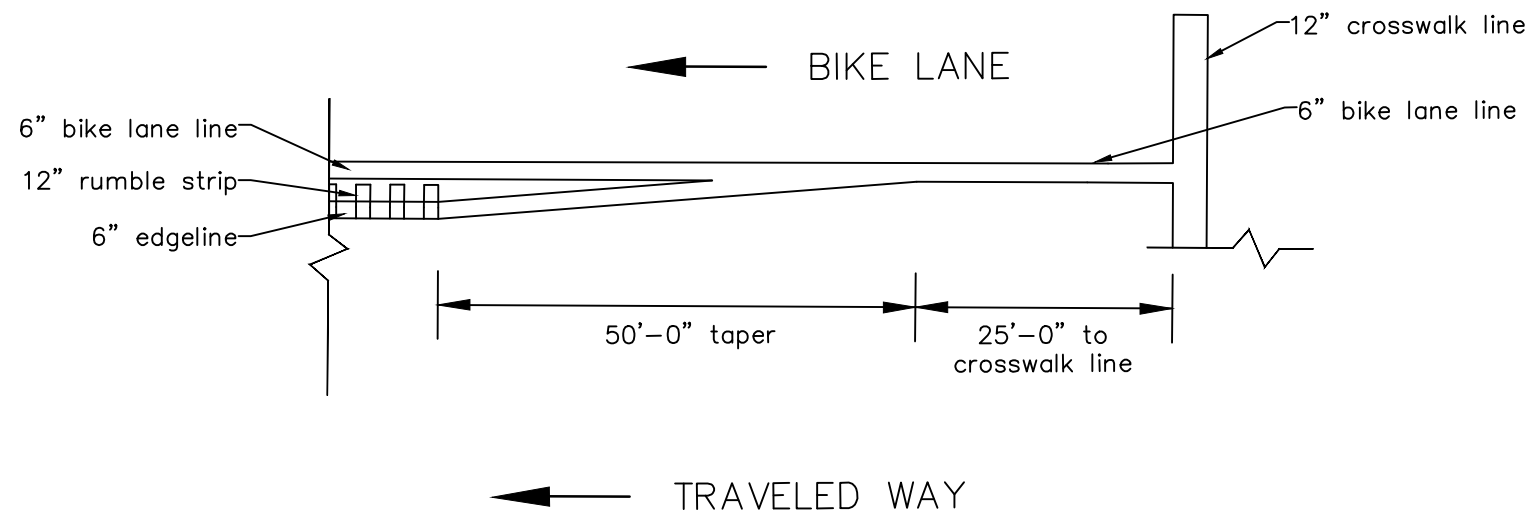


**DETAIL A - RUMBLE STRIPE TRANSITION
AT BIKE LANE SHIFT**
NOT TO SCALE (TYP)



**DETAIL B - RUMBLE STRIPE TRANSITION
AT TRAVEL LANE SHIFT TO RIGHT**
NOT TO SCALE (TYP)

**DETAIL C - RUMBLE STRIPE
TRANSITION AT TRAVEL LANE
SHIFT TO LEFT**
NOT TO SCALE (TYP)



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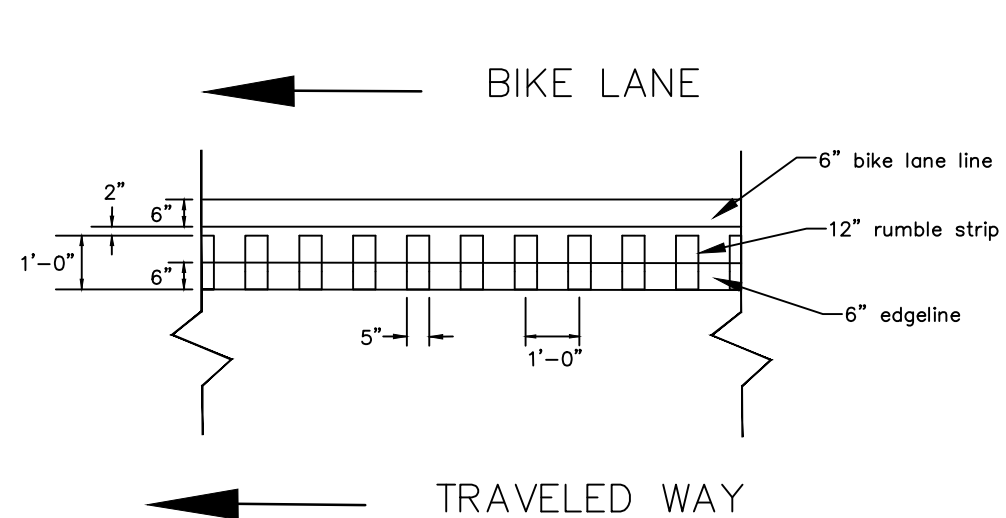
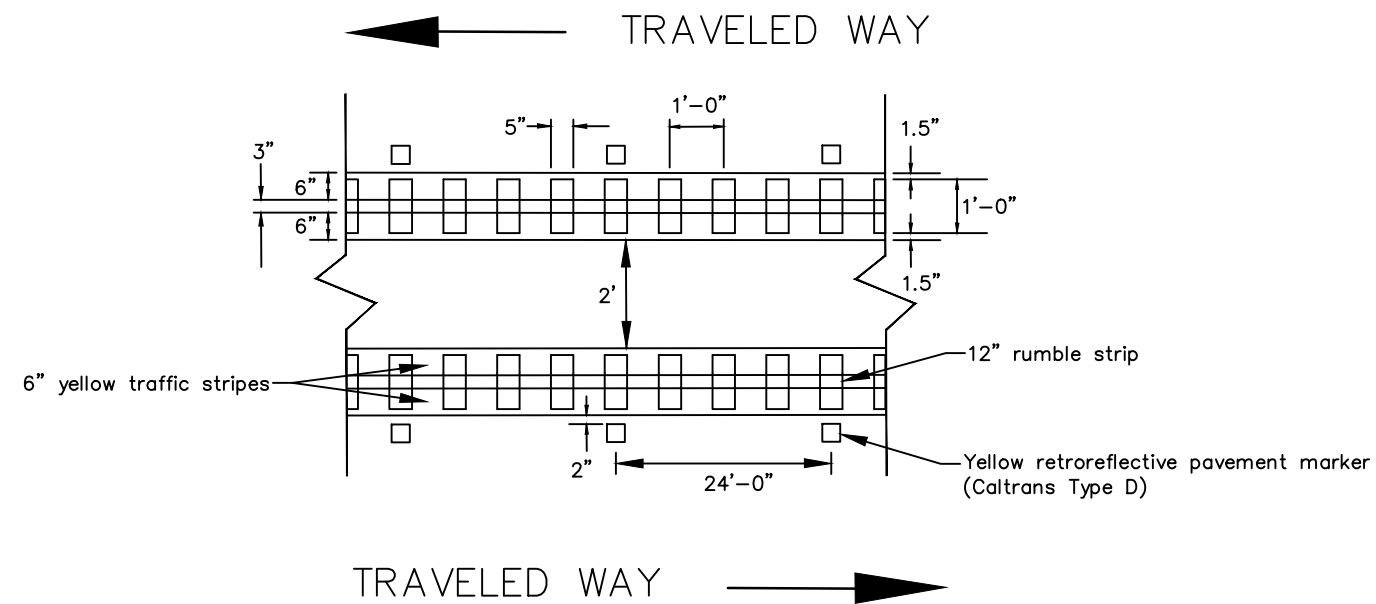


**DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA**
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PROJ. ENGR.: KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE
SHEET NO: 11 OF 12 SHEETS FILE NO.

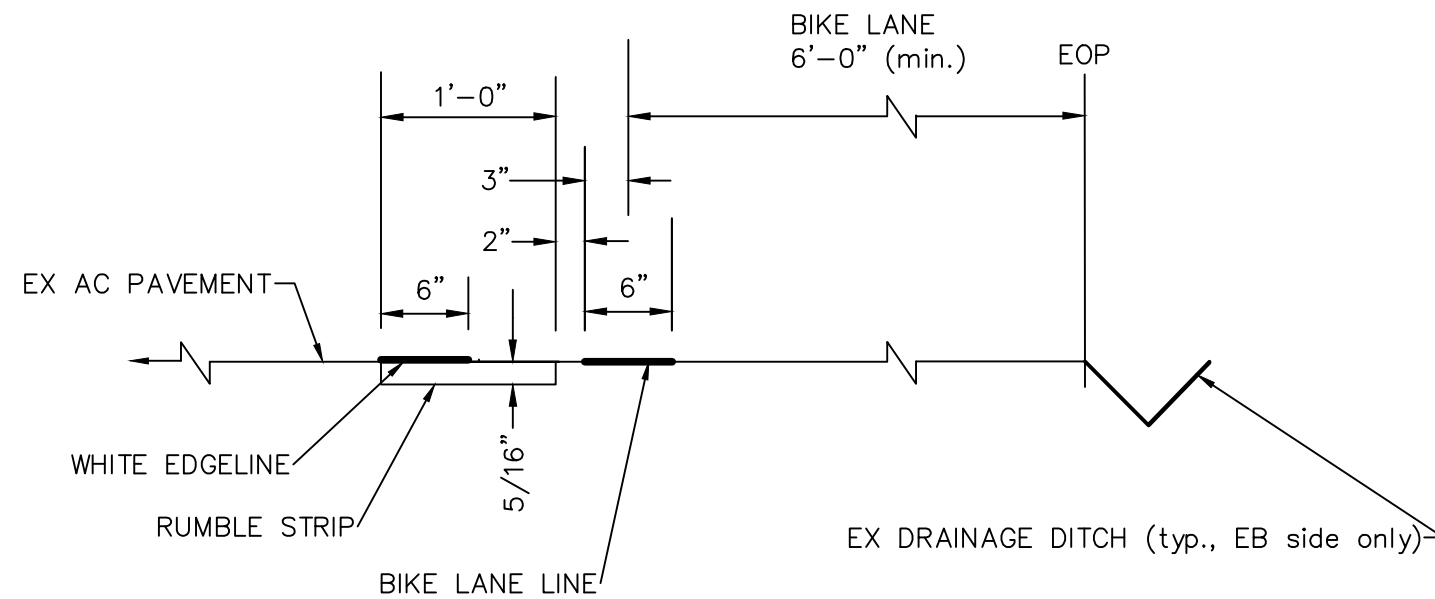
DETAIL D - MEDIAN RUMBLE STRIPES

NOT TO SCALE (TYP)

Ground-in rumble strip indentations shall conform to Caltrans Std. Plan A40B.



PLAN



SECTION

DETAIL E - EDGELINE RUMBLE STRIPE AND BIKE LANE LINE

NOT TO SCALE (TYP)

Ground-in rumble strip indentations shall conform to Caltrans Std. Plan A40B.

DETAILS
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT
 BRISBANE CALIFORNIA

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 SCALE: NOT DRAWN TO SCALE
 SHEET NO: 12 OF 12 SHEETS FILE NO.

DEPARTMENT OF PUBLIC WORKS

CITY OF BRISBANE

STATE OF CALIFORNIA



PLANS AND SPECIFICATIONS

(INCLUDING NOTICE TO CONTRACTORS, SPECIAL PROVISIONS,
PROPOSAL AND CONTRACT)

FOR THE
CONSTRUCTION OF

Guadalupe Canyon Parkway Safety Improvements Project

Project No. 920D
Federal Project No. HSIPL-5376(015)

For use in connection with California
State Department of Transportation
STANDARD SPECIFICATIONS dated 2018
STANDARD PLANS dated 2018
and LABOR SURCHARGE and EQUIPMENT RENTAL RATES

DATED 3/4/20

SUBMITTED RJ Breault
RANDY BREAUTL
Director of Public Works



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**CITY OF BRISBANE
50 Park Place
Brisbane, CA 94005
(415) 508-2130**

NOTICE TO CONTRACTORS INVITING BIDS

Notice is hereby given that sealed written proposals are invited by the CITY OF BRISBANE for the:

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

As shown in the Guadalupe Canyon Safety Improvements Project plans and required by these specifications and special provisions, this project includes, but is not limited to, furnishing all labor, materials and equipment necessary for removing existing striping and signs and installing thermoplastic traffic stripes and pavement markings, rumble strips, and signs. The work is to include all striping, street sweeping, and traffic control.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

ENGINEER'S ESTIMATE OF QUANTITIES

No.	Bid Item	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	RUMBLE STRIP	16,000	LF		
2	REMOVE EXISTING STRIPING	1	LS		
3	TRAFFIC STRIPE	41,055	LF		
4	PAVEMENT MARKING	1695	SF		
5	OBJECT MARKER	8	EA		
6	DELINEATOR	22	EA		
7	ROADSIDE SIGN	19	EA		
8	REMOVE EXISTING FLASHING BEACON	2	EA		
9	INSTALL SOLAR POWERED LED FLASHING WARNING SIGN	2	EA		

The project is federally funded and is subject to the current federal prevailing wage rates as well as the other federal requirements contained in the special provisions, proposal, and contract documents.

The project has a goal of 23% Disadvantaged Business Enterprise (DBE) participation.

PLANS AND SPECIFICATIONS

Plans and Specifications maybe purchased from the City of Brisbane’s website at www.brisbaneca.org; click on “Bids and RFPs” link under “Official Business” on the bottom of the page. For further questions please contact the City of Brisbane’s Public Works Department at (415) 508-2130.

Bidders will have fully inspected the project site(s) in all particulars and become thoroughly familiar with the terms and conditions of the Plans and Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

Note: If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, a bidder is not required to visit the project site in person but the bidder must confirm that the bidder has investigated the project site via a web mapping service, e.g., Google Maps.

SUBMITTAL OF BIDS

All bids must be addressed to the City Clerk, City of Brisbane and must be marked BID, followed by the title or name of the work to be constructed. All bid proposals must be received by the City Clerk of the City of Brisbane by **12:00 p.m. on Thursday, June 18, 2020:**

- by email in PDF format to Ingrid Padilla at ipadilla@brisbaneca.org, with jyuen@brisbaneca.org cc'ed (file size must be less than 10 MB)
OR
- by mail to City Hall at 50 Park Place, Brisbane, California 94005
OR
- delivered in person to City Hall at 50 Park Place, Brisbane, California 94005

All bids shall be publicly open and read on said date and at said time.


Note: If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, the City will set up and invite planholders to a video conference meeting in which bids will be publicly open and read on said date and at said time.

Bid questions shall be emailed to Justin Yuen at jyuen@brisbaneca.org by 12:00 p.m. on Tuesday, June 9, 2020.

Each bid must be accompanied by a Proposal Guarantee amounting to no less than ten percent (10%) of the bid as described in the bid specifications. Said guarantee shall be forfeited to the City in case the bidder depositing the same does not enter into a contract within 10 days after written notice that the contract has been awarded to him. At the time of contract execution, the Contractor shall provide proof of insurance as required in the contract and a surety bond for faithful performance of the specified work in an amount equal to at least one hundred percent (100%) of the contract price. The contractor shall also provide at the time of contract a surety bond for labor and material in an amount equal to at least one hundred percent (100%) of the contract price. All bonds shall be submitted on the bond forms contained in the specifications.

The City of Brisbane reserves the right to reject any or all bids, or any part of any bid.

DATED: 5/22/20

By: 

Randy Breault
Director of Public Works/City Engineer

PROPOSAL
TO THE CITY OF BRISBANE FOR THE
GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

Name of Bidder: _____

Business Address: _____ Phone: () _____

City: _____ Zip Code: _____ FAX: () _____

California Contractor's License No.: _____ License Exp. Date: _____

Department of Industrial Relations Registration No.: _____ Registration Exp. Date: _____

* * * * *

The work to be done and referenced herein is in the City of Brisbane, State of California, and extends over property owned or controlled by the City of Brisbane, and is to be constructed in accordance with Special Provisions and the contract annexed hereto and also in accordance with adopted Standard Plans and Specifications dated 2018 of the California Department of Transportation, as hereby modified by the special provisions, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled:

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

TO THE CITY OF BRISBANE:

The undersigned, as bidder, does hereby declare that the only person, persons or parties interested in this proposal as principals are the undersigned, and this proposal is made without collusion with any other person, firm or corporation; that he or she has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto; that he or she has carefully examined the location of the proposed work; that he or she has carefully examined the annexed proposed form of contract, and the plans and specifications therein referred to and has full knowledge of and understands said documents and the requirements thereof; and that he or she proposes and agrees, if this proposal is accepted, that he or she will contract with the City of Brisbane, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the City of Brisbane Public Works Director and City Engineer as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract, and that he or she will take in full payment therefor.

If the bidder or other interested party is a corporation, state the legal name of the corporation, also the names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the names of all general partners; if bidder or other interested person is a joint venture, state the name of the joint venture, also names of all the joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the name of every individual comprising the joint venture; if any of the joint venturers are corporations or co-partnership, state the information required above for corporations and co-partnerships; if bidder or other interested persons is an individual, state first and last names in full.

If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

If this proposal shall be accepted and the undersigned shall fail to contract and to give the Bond for Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within ten (10) days after the bidder has received notice from the City Clerk of the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned his or her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference:

1. Cash, a cashier's check made payable to the City of Brisbane, certified check made payable to the City of Brisbane, or Bid Bond executed by a corporate Surety insurer authorized to engage in such business in California, in an amount equal to at least ten percent (10%) of the bid.
2. Statement of Experience of Bidder.
3. Non-Collusion Affidavit.
4. List of Subcontractors.
5. Schedule of Bid Items.
6. Notice of Required Insurance.
7. Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Public Contract Code 10285.1 Statement; Business and Professions Code Section 7028.15 Statement.
8. Equal Employment Opportunity Certification
9. Debarment and Suspension Certification
10. Nonlobbying Certification for Federal-aid Contracts
11. Disclosure of Lobbying Activities
12. Exhibit 15-G Construction Contract DBE Commitment
13. Exhibit 15-H DBE Information – Good Faith Efforts
14. Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)

The City of Brisbane may, at its option, request additional information after bidding opens.

Bidder understands that the City of Brisbane reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 2020 at _____, California.

Name of Firm or Corporation

(Signed) Bidder or Authorized Representative

Position in Firm or Corporation

Dated: _____

By: _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

LET THE FOLLOWING BE KNOWN:

That we, _____

as PRINCIPAL and _____

_____ a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of Brisbane (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Brisbane, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Brisbane, for certain construction specifically described as follows, for which bids are to be opened in the Brisbane City Offices, Brisbane, California on _____ for the

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

NOW, THEREFORE, if the aforesaid 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 forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

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.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of

_____, 2020

Dated _____, 2020
(SEAL)

(Principal)

By _____

By _____

(SEAL AND NOTARIAL)
(ACKNOWLEDGMENT
OF SECURITY)

Surety

By _____

(Address) Number & Street

City State Zip

The undersigned encloses herewith bidder's bond, cash, certified check, or cashier's check No. _____ of the _____ (Bank) for \$_____, of which is not less than ten percent (10%) of this bid, payable to the City of Brisbane, which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

Signature _____
and
Address _____

Nature of firm (Corporation, Partnership, Individual, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

If a corporation, organized under the laws of the State of _____, licensed in California in accordance with an act providing for the registration of contractors,

License No. _____.

Classification(s) _____.

SCHEDULE OF BID ITEMS

No.	Bid Item	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	RUMBLE STRIP	16,000	LF		
2	REMOVE EXISTING STRIPING	1	LS		
3	TRAFFIC STRIPE	41,055	LF		
4	PAVEMENT MARKING	1695	SF		
5	OBJECT MARKER	8	EA		
6	DELINEATOR	22	EA		
7	ROADSIDE SIGN	19	EA		
8	REMOVE EXISTING FLASHING BEACON	2	EA		
9	INSTALL SOLAR POWERED LED FLASHING WARNING SIGN	2	EA		

TOTAL BID PRICE

LIST OF SUBCONTRACTORS

NAME & ADDRESS	LIC. # , TYPE, & EXP. DATE	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DIR(PWCR) REGISTRATION # & EXPIRATION DATE
----------------	-------------------------------	--	---

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Bidder: _____ Date: _____

By: _____

Title: _____

Mailing Address: _____

EQUIPMENT/MATERIAL SOURCE INFORMATION

The undersigned, as Bidder, shall indicate opposite each item of equipment or material listed below, the name of the manufacturer of the equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment/material to be furnished with the words “and/or” will not be permitted. Failure to comply with the requirement may render the Bid nonresponsive and may cause rejection.

Equipment/Material	Manufacturer
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LISTING OF CONSTRUCTION TRADES

The Bidder anticipates that the following construction trades (carpenter, plumber, etc.) will be employed on this project.

- | | | |
|--|--|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS |
| <input type="checkbox"/> CARPENTERS | <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS |
| <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS | <input type="checkbox"/> ELECTRICIANS |
| <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG |
| <input type="checkbox"/> PAINTERS | <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES |
| <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS | <input type="checkbox"/> SHEET METAL |
| <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | |

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of San Mateo)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Name of Bidder

Date

Title

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

NOTICE OF REQUIRED INSURANCE

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

Contained as a part of these project specifications, you will find a section or exhibit entitled "Insurance Requirements." These insurance requirements have been tailored to the activities which you will be performing under this Public Works contract.

In an effort to ensure that the cost of such insurance has been considered in your bid, and that your insurance company is able to provide the required insurance, the following statement shall be signed by both the bidder and the bidder's insurance agent.

-----GRANTEE AND INSURANCE AGENT STATEMENT-----

We understand the insurance requirements contained in these project specifications and will comply in full with them if awarded this Public Works contract.

Bidder

Insurance Agency

Signature

Signature

Date:_____

Date:_____

THIS PAGE MUST BE RETURNED WITH THE BID PROPOSAL

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes_____ No_____

If the answer is yes, explain the circumstances in the space below:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

BUSINESS AND PROFESSIONS CODE

SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the bidder hereby states that all representations made herein are made under penalty of perjury.

Executed this _____ day of _____, 2020 at _____,
California.

Bidder

By: _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
Tier _____, if known

Congressional District, if known:

6. Federal Department/Agency:

8. Federal Action Number, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

9. Award Amount, if known:

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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

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

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

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

- DISTRIBUTION:** 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT, EXHIBIT 15-G

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of 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.
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 DBE INFORMATION —GOOD FAITH EFFORTS

DBE Information - Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

The _____ City of Brisbane _____ established a Disadvantaged Business Enterprise (DBE) goal of **23%** for this project. The information provided herein shows that a good faith effort was made to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may 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>

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 may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name 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:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may 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>

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 may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name 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:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.

CONSTRUCTION AGREEMENT

THIS is an agreement between the City of Brisbane, hereinafter referred to as "City," and _____, hereinafter referred to as "Contractor."

WITNESSETH

That, for and in consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled **GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT** and approved by the City on _____, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the Office of the City Clerk.
2. **TIME OF PERFORMANCE.** After the contract has been executed by the City, and a notice to proceed is issued by the Director of Public Works, the Contractor shall begin work immediately upon receipt of the notice to proceed and shall diligently prosecute the same to completion before the expiration of twenty (20) working days after the date of the issuance of the notice to proceed, except as provided in the specifications.
3. **CONTRACT PRICE.** The Contractor shall perform the work in the manner provided in the specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice to Contractors Inviting Bids
 - c) Specifications, and Special Provisions
 - d) Accepted Proposal
 - e) Bond for Security of Laborers and Materialmen (Payment Bond)
 - f) Faithful Performance Bond
 - g) Plans, Profiles and Detailed Drawings
 - h) City of Brisbane Business License
5. **WAGE SCALE AND DIR REQUIREMENTS.** All work performed under this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. To engage in the performance of any work under this contract, the Contractor and his or her subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The Contractor shall post job site wage notices as prescribed by state regulations. The Contractor and his or her subcontractors shall also maintain accurate payroll records and provide access to those records, as set forth in Section 1776 of the Labor

Code. The Contractor and his or her subcontractors shall furnish payroll records directly to the Labor Commissioner, as set forth in Section 1771.1 of the Labor Code.

6. HOURS OF LABOR. Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25.00 (Twenty-five Dollars) for each worker employed in execution of the contract by him or her or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto
7. EQUAL OPPORTUNITY EMPLOYMENT. Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
8. SECURITY FOR PAYMENT OF COMPENSATION. The Contractor shall secure the payment of compensation of his or her employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61.)
9. WORKERS' COMPENSATION. The Contractor shall comply with the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
10. INDEMNIFICATION. The Contractor shall indemnify and save harmless the City of Brisbane and its City Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, its employees, or agents.
11. ASSIGNMENT. The performance of this Agreement shall not be assigned except upon the written consent of the City Council of the City of Brisbane. Consent will not be given to any proposed assignment which would relieve the original Contractor or surety of their responsibilities under this Agreement.
12. SEVERABILITY. If any one or more of the covenants or agreements, or portions thereof, provided in this Agreement shall be held by a court of competent jurisdiction in a final action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.
13. ATTORNEYS' FEES AND EXPENSES. In the event that any party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provisions of this Agreement or between the parties hereto, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitations attorney's fees, expert witness fees, any expenses incurred prior to the filing of any action or proceeding, any arbitration and arbitrator's fees (if applicable), and any court costs. Such recovery shall be had regardless of whether the obligations are performed or the dispute is resolved without the filing of an action or proceeding, is resolved by voluntary dismissal or abandonment, final judgment, pretrial motion, appeal or other means. Such expenses may be recovered in the same action or proceeding, if any, or in a separate action or proceeding.
14. PERFORMANCE PENDING DISPUTE RESOLUTION. If any dispute should arise between the parties as to the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, the Contractor shall nevertheless proceed to perform the work as directed by the City pending settlement of the dispute.

IN WITNESS WHEREOF, the said Contractor, and the City, by and through its Mayor and Clerk, so authorized to act, have caused this contract to be executed this _____ day of _____, 2020.

APPROVED:

Michael Roush
City Attorney for the City of Brisbane

Contractor

(Position)

Terry O'Connell
Mayor for the City of Brisbane

By: _____

Attest: _____

Ingrid Padilla
City Clerk of the City of Brisbane

Bond Number _____

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

LET THE FOLLOWING BE KNOWN:

THAT WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on _____, 2020, entered into a certain contract with _____, a _____ (designate type of business entity), hereinafter designated as the "Principal," namely, a Construction Agreement for the **GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT** for the work hereinafter briefly described, to wit:

- ◆ On Guadalupe Canyon Pkwy between Bayshore Blvd and western city limit, project will include new edgeline and centerline rumble stripes (traffic stripe on top of rumble strip), traffic lane and bike lane line striping, and new and upgraded signage. Work will consist of grinding and removal of existing traffic striping and markings, milling for both centerline and edgeline rumble strips which will not exceed an excavation depth of 1 inch within the existing pavement, adding new class II bike lane striping and signage along the shoulders, and upgrading existing flashing beacons with solar-powered LED flashing warning signs. Post installation for signs will not exceed an excavation depth of 2 feet in native soil along the edge of roadway.

More fully described in and required by said Construction Agreement, incorporated herein by reference, the award of which said Agreement was made to said Principal by the City Council of the City of Brisbane on _____, 2020, as will more fully appear by reference to the minutes of said Council of said City of said date.

WHEREAS, said Principal is required by Section 9550 of the California Civil Code to furnish a bond in connection with said Agreement.

NOW, THEREFORE, we, the Principal and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his, her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said Construction Agreement and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, or paid over to the Employment Development Department from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right

of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person entitled to file claims under Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the California Civil Code, and has not been paid the full amount of his or her claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the City and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with the requirements of the City of Brisbane, and to comply with the provisions of Title of Part 6 of Division 4 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 2020

PRINCIPAL

SURETY

(Insert Company Name)

A _____ (designate type of entity)

By: _____
Title:

By: _____
Title:

By: _____
Title:

Address: _____

Telephone: _____

(Affix Corporate Seals; Attach Acknowledgments of both Principal and Surety signatures.)

Approved by the City Attorney of the City of Brisbane on the _____ day of _____, 2020

Michael Roush
City Attorney for the City of Brisbane

FAITHFUL PERFORMANCE BOND

WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on entered into a Construction Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2020, and project identified as:

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS 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, the Principal and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the City of Brisbane, hereafter 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 obligation is such that if the above bounded Principal, his, her or its subcontractors, 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 this 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, it 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 condition precedent to satisfactory completion of said agreement, the above obligations to the amount of _____ dollars (\$ _____) lawful money of the United States, being not less than one hundredpercent (100%) of the total bid of the Project, shall hold good for a period of one (1) year after the completion and acceptance of said work during which time if the above bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacement or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligations in the same sum of _____ dollar (\$ _____) lawful money of the United States, shall remain in full force and virtue; otherwise the above obligation shall be void.

As 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 the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and surety above named on

_____, 2020.

NOTE: to be signed by
Principal and Surety and
acknowledgment and notarial
seal attached

(SEAL)

Principal

Surety

The above bond is accepted and approved this _____ day of _____, 2020.

Michael Roush
City Attorney for the City of Brisbane

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in California.

SPECIAL PROVISIONS

PROJECT NO. 920D

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

SECTION 1. SPECIFICATIONS AND PLANS; DEFINITIONS

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

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

Definitions and terms. Wherever in the Standard Specifications, Standard Plans, or these Special Provisions and contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follow:

CALTRANS, Department of Transportation or Department - The City of Brisbane.

City - The City of Brisbane.

City Council - The City Council of the City of Brisbane.

Contractor – The contractor with whom the City enters into a contract to construct the public improvement specified, indicated, shown or contemplated in the Project Plans.

Days - Calendar days unless otherwise designated.

Director of Transportation - The Director of Public Works of the City of Brisbane.

Engineer - The City Engineer of the City of Brisbane, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Highway - The project in the City of Brisbane or neighboring jurisdictions, which shall mean the total right-of-way or area which is reserved for and secured for use in constructing the project and its appurtenances.

Liquidated Damages - The amount prescribed in Section 4, below, to be paid to the City of Brisbane or to be deducted from any payments due or to become due the Contractor for each calendar day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

Project Plans - The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Bridge Standard Details insofar as they may apply.

Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" is to be considered as part of the special provisions.

Standard Plans - The Standard Plans of the California Department of Transportation dated 2018.

Standard Specifications - The Standard Specifications of the State of California Department of Transportation dated 2018.

State - The City of Brisbane (Owner).

Work – All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

Any reference in the specifications and other contract documents to Sections of former Chapter 3 (Sections 14250-14424 inclusive) of Part 5 of Division 3 of Title 2 of the Government Code shall be deemed to be reference to the successor section of the Public Contract Code.

Any reference within the Standard Specifications to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Brisbane.

SECTION 2. PROPOSAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

2.1. GENERAL INFORMATION

Bids are required for the entire work, with separate bid prices for each individual item as noted in the BID SCHEDULE. The amount of the bid for comparison purposes and determination of low bidder will be the Total of all items. The total of each bid item will be determined by extension of the unit price bid times the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Extension" column shall be the extension of the unit price bid times the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, uncertain for any cause, omitted, or is the same amount as the entry in the "Extension" column, then the amount set forth in the "Extension" column for the item shall prevail and the amount set forth in the "Extension" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

For a lump sum item, the amount set forth as the unit price shall be the same as the entry in the "Extension" column and in the case of any discrepancy between the two, the amount set forth under the "Extension" column for the item shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract as set forth herein and to give the two bonds in the sums to be determined as set forth herein, with surety satisfactory to the City of Brisbane, within ten (10) calendar days after the bidder has received notice from the City of Brisbane that the contract has been awarded, the City of Brisbane 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 such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Proposals must be made on the form furnished by the Engineer and must be submitted in a sealed envelope and addressed to the City Clerk of the City of Brisbane, 50 Park Place, Brisbane, CA 94005, and marked "BID," followed by the project title appearing in the Notice Inviting Bids. Electronic proposals will also be accepted in PDF format via email to the City Clerk, with the Project Manager cc'ed, as described in the Notice Inviting Bids. FAXED proposals will not be accepted.

The bid must further conform to the requirements of these instructions.

The said work must be done in strict conformity with the specifications and plans therefor which are on file in the City Engineer's office at 50 Park Place, Brisbane, California.

2.2. BID OPENING

The City publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2.3. BID RIGGING

The US 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.

2.4. APPROXIMATE ESTIMATE

The quantities given in the Notice to Contractors Inviting Bids, Proposal and Contract Forms are approximate only, being given as a basis for the comparison of Proposals, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

2.5. RIGHT TO REJECT

The City Council reserves the right to decrease scope of work, delete one or more bid items, or to reject any or all bids and to waive any informality in such bids and to award a contract under any alternate or proposal.

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. Proposals in which the prices, in the opinion of the City, are unbalanced, may be rejected.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a written authorization or Power of Attorney should be on file with the City prior to opening proposals or submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

2.6. AWARD OF CONTRACT

The City and its subsidiary agencies will endeavor to make an award of contract to such bidder as is determined to be the most responsible bidder by the City Council or other designated awarding authority. An award of contract will not be made until the necessary investigations are completed with regard to the responsibility of the two apparent most responsible bidders.

The language "responsible" refers not only to the attitude of trustworthiness, but also to the quality of service, experience, ability, and capacity of the low bidder to satisfactorily perform the proposed work, the quality of the work the bidder has completed, the safety compliance record of the bidder, and compliance with all provisions of the bid proposal.

The awarding authority also has been entrusted with discretionary power as to which is the lowest responsible bidder having regard to the quality and adaptability of the product, articles, or materials provided by the bidder for the particular requirements of their use.

2.7. WITHDRAWAL OF BID

After bids have been opened and declared, no bid shall be withdrawn except with the written permission of the City Council or designated awarding authority. Bids shall be subject to acceptance by the City for a period of sixty (60) calendar days from the date of the opening of bids.

2.8. CONTRACTOR'S LICENSE

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

The bidder shall hold the type of license required for work under the contract, a Class A General Engineering Contractor's license, and shall affix to the Proposal the number of the bidder's license issued under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

2.9 SUBCONTRACTING

Attention is directed to the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and these special provisions.

In accordance with the requirements of Section 4100 to 4113, inclusive, of the Public Contract Code, each bidder shall list in his or her proposal the name of each subcontractor, the location of his or her place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

2.10. BIDDER'S PRINTS

Any plans or drawings accompanying the specifications may be retained by the bidder and need not be submitted with the bid proposal.

2.11. BIDDER'S REFERENCE

Upon request, the bidder shall furnish references to the Engineer indicating the financial responsibility of the bidder and prior experience and ability of the bidder in completing similar work in a timely and cooperative manner at the least cost.

The bidder shall also furnish the Engineer with a list of projects of a similar nature which the bidder has completed on the form provided for that purpose. The Engineer may inspect these projects or utilize the information otherwise to determine the qualifications and abilities of the bidder prior to awarding the contract.

2.12. DESIGNATION OF SUBCONTRACTORS

Each proposal shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his or her total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or making unauthorized substitutions.

A form for listing the subcontractors, as required herein, is included in the proposal.

2.13. DISADVANTAGED BUSINESS ENTERPRISES

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 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.

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 goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

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

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

- 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."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) 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. DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

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 Agency encourages you to submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Construction Contract DBE Commitment form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the 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 you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

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

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

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

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

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

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's 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*.

2.13.1. GOAL FOR THIS CONTRACT

The City has determined the following availability for Disadvantaged Business Enterprise (DBE) participation for this contract:

Disadvantaged Business Enterprise (DBE): **23 percent of total dollars spent.**

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

2.14. BID FORMS

An extra copy of the bid documents has been provided for contractor's bid. The complete bid proposal to the City must include the following documents signed and sealed where indicated.

- Proposal, including Schedule of Bid Items
- Bid Security
- Statement of Experience of Bidder
- Designation of Subcontractors
- Non-Collusion Affidavit
- Notice of Required Insurance
- Public Contract Code Section 10162 Questionnaire/Public Contract Code Section 10232 Statement/Public Contract Code Section 10285.1 Statement/Business and Professions Code Section 7028.15 Statement
- Equal Employment Opportunity Certification
- Debarment and Suspension Certification
- Nonlobbying Certification for Federal-aid Contracts
- Disclosure of Lobbying Activities
- Exhibit 15-G Construction Contract DBE Commitment
- Exhibit 15-H DBE Information – Good Faith Efforts
- Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)
- Addenda (when issued by City)

The bid proposal must be submitted on the documents provided, with original signatures affixed where applicable. Electronic bids will be accepted in PDF format with digital or scanned signatures affixed. Bids shall be submitted electronically to the City Clerk with the Project Manager cc'ed (file size must be less than 10 MB) or hand delivered or mailed, via U.S. Mail, to the City as described in the Notice of Inviting bids. All bid proposals must be received by the date and time specified in the Notice of Inviting Bids. FAXED Bid Proposals will not be accepted.

2.15. INVESTIGATION OF SITE, EXAMINATION OF PROJECT PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

Intending bidders shall carefully examine the site of the proposed work, the Proposal, Plans, Specifications and Contract Documents. By submitting a bid, the bidder represents to the owner that the bidder has investigated the work site and is satisfied as to the conditions to be encountered, and the character, quality, and quantity of work to be performed, materials to be furnished, requirements of the specifications, and that the bid proposal includes full consideration for the same.

If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, a bidder is not required to visit the project site in person but the bidder must confirm that the bidder has investigated the project site via a web mapping service, e.g., Google Maps.

Should a bidder find discrepancies in, or omissions from, the Project Plans and Specifications or any other portion of the Contract, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City and, should it be found that the point in question is not clearly and fully set forth, a written addendum will be sent to all bidders. No interpretation of the meaning of the specifications, drawings or other prebid documents will be made to any bidder orally. Neither the Engineer nor the City will be responsible for any oral instructions.

The bidder, by submission of a bid, confirms that the bidder has taken action to become familiar with the Project Plans and Specifications and has found them fit and sufficient for the purpose of preparing a bid. By submission of a bid, the bidder agrees that no claim will be made against the City or the City's Consultants or Engineer for any damages in excess of \$50,000 or five percent (5%) of the construction costs (whichever is greater) for alleged damage that the bidder or bidder's subcontractors may have suffered due to the inadequacy of the bidder's bid on account of any alleged errors, omissions, or other deficiencies in the Plans and Specifications supplied to the bidder by the City. This limitation does not apply to compensation for extra work authorized in writing by the Engineer and approved by the City, as provided for herein. The bidder in no way assumes liability for damages to others for the professional negligence, errors, or omissions of the Engineer.

2.16. ADDENDA

Any addenda or letters of clarification supplementing the Project Plans and Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of a proposal, shall be covered in the proposal and shall be made a part of the Contract. Addenda and letters of clarification will be sent to each prospective bidder at the address indicated in the planholders' form and shall be attached to the Specifications containing the proposal.

2.17. PROPOSAL GUARANTY

Proposal Guaranty of the Standard Specifications, the second and third paragraphs are amended to read:

BID SECURITY - Each construction bid shall be accompanied by bid security in accordance with Section 3.12.100 of the Brisbane Municipal Code in the form of cash, a cashier's check or a certified check, amounting to ten percent (10%) of the bid, payable to the order of the Clerk of the City of Brisbane, or by a bond for that amount and so payable, signed by the bidder and a surety. The amount so posted shall, at the option of the public agency, be forfeited to the public agency if the bidder does not, within 10 calendar days after written notice that the contract has been awarded to him, enter into a contract with the public agency for the work.

The form of Bidder's Bond, as required herein, will be found following the signature page of the proposal annexed hereto.

A bidder's bond will not be accepted unless it substantially conforms to the bond form included with the proposal form and is properly filled out and executed. If desired, the bond form included therein, properly filled out as directed, may be executed and used as the bidder's bond.

2.18. RELIEF OF BIDDERS

Relief of bidders of the Standard Specifications is amended to read:

Attention is directed to the provisions of Government Code Section 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement herein, that if the bidder claims a mistake was made in his or her bid, the bidder shall give the City of Brisbane written notice within five (5) working days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2.19. 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. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. Being listed as a subcontractor does not constitute interest in a bid.

2.20. NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

In accordance with Section 7106 of the Public Contract Code of the State of California as specified, the bidder shall submit an affidavit affirming that the bidder has not participated in various collusive activities. A bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. This affidavit will be made part of and referenced in the contract of the successful bidder.

2.21. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING

The second paragraph of the Standard Specifications states that:

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

All bidders shall complete the Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Business and Professions Code Section 7028.15 Statement, on the form provided and return this form along with the bid proposal.

2.22. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

All work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All prime contractors will be required to post prevailing wage job site notices, as prescribed by state regulations.

Except as specifically set forth in Labor Code section 1771.1(a), no bidder or subcontractor may be listed on a bid proposal or, on or after April 1, 2015, awarded a contract or subcontract for public work on a public works project unless currently registered and qualified to perform public work as required by section 1725.5 of the Labor Code.

No proposal shall be accepted without proof of the bidder's and all subcontractors' current registration to perform public work under section 1725.5. The bidder shall furnish in his or her proposal his or her Department of Industrial Relations registration number and registration expiration date. The bidder shall also furnish the Department of Industrial Relations registration number and registration expiration date for each subcontractor on the form for listing subcontractors included in the proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and to Section 2, "Bidding," of these special provisions for the requirements and conditions concerning award and execution of contract.

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

3.1. AWARD OF CONTRACT

Section 3-1.04, "Contract Award," of the Standard Specifications is amended to add the following:

The City of Brisbane reserves the right to reject any and all bids, or to make award to the lowest responsible bidder and reject all other bids and to waive any irregularity or informality in any bid received. See Proposal Requirements and Instructions to Bidders, Section 2 herein, for determination of low bid.

If administrative circumstances prevent the City from awarding the contract within the specified award period, the City may extend the specified award period if the Bidder agrees.

3.2. CONTRACT BONDS

Section 3-1.05, "Contract Bonds," of the Standard Specifications is amended to add the following:

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

3.3 RETURN OF PROPOSAL GUARANTEES

Within 14 days after the award of the contract to the lowest responsible bidder, the City will return the proposal guarantees, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guarantees will be held until the contract has been executed, after which all proposal guarantees, except bidder's bonds and any guarantees which have been forfeited, will be returned to the bidders whose proposals they accompany.

3.4. PRECEDENCE OF CONTRACT

In resolving conflicting requirements between the contract documents, order of precedence shall be as follows:

1. Change orders
2. Construction Agreement
3. Addenda or letters of clarification
4. Special Provisions
5. Project plans

6. Standard Plans and Specifications

With reference to the Project Plans:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

SECTION 4. BEGINNING OF WORK, PRE-CONSTRUCTION CONFERENCE, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Notice to Proceed shall be issued and the working days shall begin within 15 calendar days of execution of the contract by the City, unless mutually agreed upon by both parties in writing that the NTP shall be issued after the 15 calendar day period.

Prior to the beginning of work, a pre-construction conference will be held at the office of the City Engineer for the purposes of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

In addition, no work shall be performed during hours other than the hours specified without prior written approval of the engineer and without first obtaining a special permit for such work. Permitted hours of work may be shortened by the Engineer upon a finding of a previously unforeseen effect on the health, safety or welfare of the surrounding community.

The Contractor shall diligently prosecute the work to completion before the expiration of

20 WORKING DAYS

beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to City the sum of two thousand nine hundred dollars (\$2,900.00) per day for each and every calendar day of delay in finishing the work in excess of the number of working days prescribed above for all work.

SECTION 5. GENERAL PROVISIONS

5.1. REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK

5.1.1. PROGRESS SCHEDULE

Following the award of the contract, and prior to the beginning of work, the Contractor shall submit to the Engineer within ten (10) working days, for approval, a schedule setting forth the sequence in which construction will proceed in accordance with Section 8-1.02, " Schedule," of the Standard Specifications.

One working day will be deducted from the Contractor's total number of working days for each day the Contractor fails to submit the above submittal within the stated time frame.

During the course of the work, the Contractor shall update the progress schedule within two (2) working days as requested by the Engineer.

Full compensation for Progress Schedule shall be considered as included in the contract unit price paid for the various items involved and no separate payment will be made therefore.

5.1.2. CONTACTS FOR IMMEDIATE PROBLEM RESOLUTION

Prior to the Director of Public Works issuing a notice to proceed and prior to the start of construction on this project, the Contractor shall provide the Engineer with the names, addresses, and telephone numbers of all responsible individuals who can be contacted on a 24-hour basis in the event of the occurrence of any problem which must be resolved immediately.

Arrangements shall be made by the Contractor to insure that a response, in person or by telephone, by a duly authorized and competent representative of the Contractor, will be made within one hour of any emergency calls made by the City to the telephone number provided by the Contractor during any hour of the day or night. If the Contractor is unable to respond to an emergency call, the City may take any necessary actions to remedy the emergency conditions, at the Contractor's expense, in all cases where the Contractor is obligated or responsible under these conditions.

5.1.3. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, his or her employees, or agents.

5.1.4. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. **Minimum Scope of Insurance.** Coverage shall include at a minimum:

1. Commercial General Liability.
2. Automobile Liability.

3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

B. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

1. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$100,000 per accident.

C. Deductibles and Self-Insurance Retentions. Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, and contractors.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers acceptable to the City.

F. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be delivered to:

City Clerk

City of Brisbane

50 Park Place

Brisbane, CA 94005

G. **Subcontractors.** The Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

5.1.5. PRICE SUBMITTAL

The Contractor shall prepare and submit to the Engineer within ten (10) working days after execution of contract, a detailed cost breakdown to serve as the basis for progress payments for bid items with a quantity of "Lump Sum" before work commences.

The cost breakdown shall be segmented into basic items of work corresponding to the Progress Schedule submitted pursuant to Section 5.1.1 "Progress Schedule" of these Special Provisions, with the aggregate equaling the Contract total. Cost breakdowns containing prices which appear unbalanced may be rejected.

The following general guidelines shall be followed:

- A. There must be sufficient detail included to allow the Engineer to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified.
- B. Each price must include the cost of material, equipment, and labor stated separately.

Progress payments will not be made until the detailed cost breakdown has received favorable review and approval by the Engineer.

5.1.6. 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.

5.2. REQUIREMENTS RELATING TO LABOR

5.2.1. PREVAILING WAGE RATES

a. General

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates which are in effect on the date that this project is advertised, which is part of the contract, shall be posted by the Contractor at a prominent place at the site

of the work.

Prevailing wage rates shall be posted at the job site.

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the provisions of Section 1776 of the Labor Code.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change in location and address. The responsibility for compliance with payroll record requirements imposed by Section 1776 of the Labor Code is on the Contractor.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor and each subcontractor must furnish payroll records directly to the Labor Commissioner as set forth in Section 1771.4 of the Labor Code.

b. Federal

The payment of predetermined minimum wages on federal-aid contracts is derived from the Davis-Bacon Act of 1931 and is prescribed by 23 USC 113. The City shall comply with the federal "10-day rule" where Local Agencies are required to access the federal wage rates within ten days prior to bid opening to check if updated rates have been posted. If the updated wage rates exist, the revised federal wage rates shall be issued by an addendum by the City. The federal minimum wage rates are available directly from the Department of Labor Home Page under <http://www.wdol.gov>.

5.2.2. HOURS OF LABOR

Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25 for each worker employed in execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto.

5.2.3. LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

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

5.2.4 FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. No 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. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

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

Form FHWA-1273 must be included in all Federal-aid 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). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- 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, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 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. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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 there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

- a. The records kept by the contractor shall document the following:
 - (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 \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

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

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other 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

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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.

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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (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.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any 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 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful 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 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, 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.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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.

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 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 information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

5.2.5. FEMALE AND MINORITY GOALS

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the table in Section 7-1.11C, "Female and Minority Goals," of the Standard Specifications.

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

5.2.6. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Subagreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5.2.7. USE OF UNITED STATES FLAG-VESSELS

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5.2.8. EXCAVATION SAFETY PLANS

Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations five (5) feet or more in depth shall not begin until the Contractor has submitted and the Engineer has returned indicating "No Exceptions Noted" the Contractor's detailed plan for worker protection from the hazards of caving ground during such excavations. The plan may be reviewed by the Engineer for completeness in accordance with federal , state and local regulations. The Engineer will not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan or the adequacy thereof. Such plans shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan (including calculations) shall be prepared, signed and stamped by an Engineer registered as a Civil or Structural Engineer, and by an Engineer registered as a Geotechnical Engineer, in the State of California.

Such plans shall be accompanied by a copy of the Permit to Excavate that has been issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 and following.

Full compensation for trench excavation safety plans shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.2.9. ASBESTOS-RELATED WORK

The Contractor's attention is directed to Section 7058.5 of the Business and Professions Code, which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by the Contractor's State License Board to do so.

The Contractor's attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD's Regulation 11, Rule 2.

5.2.10. APPRENTICES

Attention is directed to the provisions of Section 7-1.02K(4), "Apprentices," of the Standard Specifications.

5.2.11. EMPLOYMENT ELIGIBILITY

At the request of City, Contractor shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Contractor are eligible to be employed in the United States. In the event Contractor is unable or unwilling to provide the employment eligibility verification within ten (10) calendar days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Contractor to do so, City shall be entitled to terminate this Agreement.

5.3. REQUIREMENTS RELATING TO PERFORMANCE OF THE WORK

5.3.1. WORK TO BE DONE

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein to be furnished by the City of Brisbane or from sources provided by the City of Brisbane, which are required to construct in a good and workerlike manner all the work herein specified.

5.3.2. COOPERATION

Attention is directed to Sections 5-1.20, "Coordination With Other Entities," and 5-1.36D, "Nonhighway Facilities," of the Standard Specifications and these special provisions.

5.3.3. STAKING

Staking shall conform to the provisions of Section 5-1.26, "Construction Surveys," of the Standard Specifications and these special provisions. The Contractor shall provide any necessary staking.

Full compensation for the Contractor furnishing and setting all stakes necessary to construct the project shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be allowed therefore.

5.3.4. PUBLIC SAFETY

In addition to any other measures taken by the contractor pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations -- Any excavation the near edge of which is 15 feet or less from the edge of the lane, except:
 - a. Excavations covered with non-skid sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public. Covers must have milled edges or be installed flush with the pavement surface.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e. Excavations in side slopes, where the slope is steeper than 4:1.
 - f. Excavations protected by existing barrier or railing.
- (2) Temporarily Unprotected Permanent Obstacles -- Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing completely in place during the same day.
- (3) Storage Area -- Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Full compensation for conforming to the requirements in this section, "Public Safety," shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefore.

5.3.5. ACCIDENT PREVENTION

The Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

During the performance of the work under the Contract, the Contractor shall institute controls and procedures for the control and safety of persons visiting the jobsite.

Compliance with the provisions of this Article by subcontractors will be the responsibility of the primary Contractor.

5.3.6 OBSTRUCTIONS

Attention is directed to Sections 5-1.36D, "Nonhighway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other

work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert-Northern California (USA)	811 or 1(800) 642-2444

5.3.7. INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES

The Contractor shall conduct operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained therefore from the proper authorities. If any highway required to be kept open shall be rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to the Engineer. Any highway or street maintenance or repair work required by the City in connection with necessary operations under the Contract shall be performed by the contractor at the Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent but, upon approval of the Engineer, they may be moved or rearranged to facilitate prosecution of the work until the work is finished, after which they shall be restored to their original location in an equal or better condition than existed prior to rearrangement.

5.3.8. PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid damage to existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Plans shall not relieve the Contractor of responsibility to ascertain the existence of any underground improvement or facility which may be subject to damage by reason of the Contractor's operations.

Any damage to improvements or property, whether above ground, below ground, or underwater, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by the Contractor. If the Engineer requires such repair to be made prior to the execution or continued performance of any part of the work included in this contract, the Engineer will so notify the Contractor who shall delay or discontinue the performance of that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefore.

When ordered by the Engineer to make any such repair, the Contractor shall start work thereon within four (4) hours, immediately if emergency or public safety conditions warrant, and shall prosecute the same with diligence to completion. Upon failure of the Contractor to so comply with such order, or upon the contractor's failure to make immediate emergency repairs reasonably determined by the Engineer to be necessary in the best interests of the public, the Engineer shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by the Engineer.

5.3.9. DAMAGE REPAIR

Attention is directed to the provisions in Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications and these special provisions.

Damage to slopes or other existing facilities occurring prior to the performance of the work provided for in this contract shall be repaired or reconstructed by the Contractor, as directed by the Engineer. Such work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Storm damage caused by a change in the runoff pattern from that which existed on the day the Notice to Contractors for this project is dated and was the result of work by others within the right of way shall be repaired as directed by the Engineer. The total cost of ordered repair work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.3.10. TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

5.3.11. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In any area visible to the public the following shall apply:

When practicable, broken concrete and debris developed from the project shall be disposed of concurrently with its removal.

If stockpiling of debris is necessary and approved by the Engineer, the debris developed from the project shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all stockpiled debris developed from the project. All debris shall be placed in the trash bins daily. Stockpiling areas shall be in accordance with the section entitled "Areas for Contractor's Use," elsewhere in these special provisions.

Forms and falsework that are to be re-used shall be stacked neatly concurrently with their removal. Form and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.12. AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these special provisions:

The project areas shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the streets or areas, or allow others to occupy the streets or areas, for purposes which are not necessary to perform the required work.

The area for Contractor use shall be provided by the Engineer during the preconstruction meeting.

Should the Contractor cause damage to the site, all corrective measures shall be done promptly at no cost to the City.

5.3.13. SOUND CONTROL REQUIREMENTS

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

In accordance with Section 8.28.060 of the Brisbane Municipal Code, no individual piece of equipment used by the Contractor shall produce a noise level that exceeds eighty-three (83) dBA at a distance of twenty-five (25) feet from the source thereof, and the noise level from the Contractor's operations at any point outside of the property plane of the project shall not exceed eighty-six (86) dBA.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transient mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.14. DUST CONTROL

Dust control shall conform to the provisions in Section 10, "General," of the Standard Specifications, these special provisions and the site safety plan.

It is understood that the provisions in Section 10, "General," will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience due to the current need to conserve water.

Dust suppression measures will be used when visual or instrumental indications of dust levels indicate their necessity. A fine water spray will be used to wet soils, as necessary, using only enough water to provide dust control, so as to minimize runoff.

No separate payment will be made for any work performed or materials used to control dust resulting from the Contractor's operations either inside or outside the right of way, or for controlling dust caused by public traffic during Contractor's working hours. Full compensation for such dust control will be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.15. WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section, "Water Conservation," shall be constructed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment except when necessary for safety or for the protection of equipment, shall be discouraged.

5.3.16. ARCHAEOLOGICAL MONITORING

Notwithstanding anything to the contrary herein, in the event any archaeological artifacts within the project are discovered during the course of the work, the City will have and retain all right, title and interest to such artifacts and shall have the further right during the course of the contract, to examine or have examined, the site work for any such artifacts and to perform or have performed archaeological excavations and all other related work to explore for, discover, recover, and remove such artifacts from the site.

In the event the work of archaeological examination and related work delays the Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of days he is thus delayed. However, Contractor shall have no claim for compensation as a consequence of delay of his work for the period of time required by the City for such archaeological examination and related work.

5.3.17. QUALITY ASSURANCE

Testing of materials shall conform to the provisions in Section 6-2, "Quality Assurance," of the Standard Specifications and these special provisions.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

All tests of materials will be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these Specifications.

Except as otherwise provided in the specifications, cost of all testing of materials will be borne by the City of Brisbane. In the following instances the Contractor shall bear the costs of testing:

- (1) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
- (2) The Contractor shall assume all costs of testing materials offered in substitution of those found to be deficient;
- (3) The Contractor shall assume all costs of testing materials offered in lieu of specified materials, to prove their quality equivalence;
- (4) The contractor shall assume all costs of testing and inspection of materials manufactured or produced outside the limits of the United States; and
- (5) The Contractor shall assume all costs of testing more than three samples of each type of material.

5.3.18. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The Drawings listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The

contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

5.3.19. SUBCONTRACTING

Attention is directed to the provisions in Sections 2-1.10, "Subcontractor List," and 5-1.13, "Subcontracting," of the Standard Specifications and these special provisions:

In accordance with the requirements of Section 4100 to 4113, inclusive of the Public Contract Code, each bidder shall list in his Proposal the name of each subcontractor, the location of his place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

5.3.20. SERVICES DURING AN EMERGENCY

The contractor shall be obligated to assist the City in the event of an emergency condition as determined by the Owner in accordance with the requirements of this section.

The contractor shall make available to the Owner all mobilized equipment and personnel active on the project and shall provide supervision of such personnel under the direction of the Owner in order to perform required work to respond to an emergency condition.

The contractor shall be compensated for such assistance in accordance with Section 5.4.7.c of these specifications.

5.3.21. INSPECTION

Inspection shall conform to the provisions in Section 5-1.01, "General," of the Standard Specifications and these Special Provisions.

The work shall be subject to inspection at all times by Caltrans or the Federal Highway Administration (FHWA).

All overtime work performed shall be subject to charges for any additional inspection costs incurred by the City of Brisbane. Such charges will be made for all work performed on Saturdays, Sundays, trade union holidays and on weekdays before 8:00 a.m. or after 5:00 p.m.

5.3.22. FINAL CLEANUP

Final cleanup shall conform to the provisions of Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Before final inspection the Contractor shall clean the premises, and unless otherwise specified, remove all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition to the satisfaction of the Engineer.

5.3.23. COMPLIANCE WITH COUNTYWIDE HEALTH ORDER

The following information shall apply to all construction projects taking place in the City of Brisbane while San Mateo County Health Officer Order c19-5c (revised) is in effect. All future general restrictions related to COVID-19 health orders that are equal or lesser to the current order shall remain in effect through the entire contract duration.

The San Mateo County Health Officer Order No. c19-5c (revised) dated April 29, 2020 specified that all construction is essential critical infrastructure. The link to the order is here:

<https://www.smcgov.org/sites/smcgov.org/files/documents/files/Health%20Officer%20Order%20Revising%20Shelter%20In%20Place%20Through%20May%2031.pdf>

Attached are Appendix B-1, Small Construction Project Safety Protocol, and Appendix B-2, Large Construction Project Safety Protocol, of the Health Order which detail practices and procedures to work in compliance with the Health Officer's requirements (B-2 is required on projects where five or more workers are on the jobsite at any one time.) These specific requirements are mandated effective 11:59 p.m. on May 3, 2020, and will continue to be in effect until 11:59 p.m. on May 31, 2020, or until they are extended, rescinded, superseded, or amended in writing by the Health Officer.

Note Paragraph 2.b of Appendix B-1, which requires the assignment and presence of a site-specific COVID-19 supervisor, and, when applicable based on size of project or workforce, Paragraph 2.j of Appendix B-2, which requires the assignment of a COVID-19 Third Party Jobsite Safety Accountability Supervisor.

Additionally, while not intended to be exhaustive of all the requirements found in the updated order, the following short list of basic, universal employee social distancing requirements is provided for reference:

1. Maintaining at least six-foot social distancing from other individuals.
2. Washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer. (Handwashing stations or sanitizer will be readily available for any person on a job site, including city staff.)
3. Covering coughs or sneezes (into the sleeve or elbow, not hands).
4. Regularly cleaning high-touch surfaces.
5. Not shaking hands.
6. Avoiding all social interaction outside the household when sick with a fever or cough.

Face coverings as defined in Order No. c19-8 shall be worn by workers at all times with the following exceptions: when a worker is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room; when a construction worker is alone in a space not regularly visited by the public; and when driving alone in a motor vehicle.

5.4. TERMINATION OF OR CHANGES IN CONTRACT; CLAIMS

5.4.1. TERMINATION OF CONTROL

Section 8-1.13, "Contractor's Control Termination," of the Standard Specifications is amended to add the following:

Notice of taking over the work or parts of the work by the City of Brisbane will be served upon the Contractor in writing. Should he neglect or refuse to provide means for satisfactory compliance with the

contract as directed by the Engineer within the time specified in such notice, the City Council of the City of Brisbane, in any such case, shall have the power to suspend the operation of the contract.

Upon receiving notice of such suspension, the Contractor shall discontinue said work or said parts of it as the City Council may designate.

Upon such suspension the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use the same for the purpose of completing said contract or parts thereof, and hire such force and buy or rent such additional machinery or tools, appliances, equipment, and buy such additional material and supplies at the Contractor's expense as may be necessary for the proper conduct of the work, and for the completion thereof; or may employ other parties to continue the contract to completion, employ the necessary workmen, substitution of the machinery or materials, and purchase the materials contracted for in such a manner as the City may deem proper. The City Council may annul and cancel the contract and re-let the work or any part thereof. Any excessive cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties who will be liable therefore.

In the event of such suspension, all moneys due the Contractor that have been retained in the terms of this contract shall be forfeited to the City of Brisbane, but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the contract.

The Contractor and his sureties will be credited with the amount of money so forfeited or any excess or cost over and above the contract price arising from suspension of the operations of the contract, and the completion of the work by the City of Brisbane, as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

5.4.2. DIFFERING SITE CONDITIONS

Attention is directed to the provisions in Section 4-1.06, "Differing Site Conditions," of the Standard Specifications and these special provisions.

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 Contractor shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time requirement for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.4.3. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substances as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance

has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

If such suspension delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07, " Delays," of the Standard Specifications.

The City or State reserves the right to use other forces for exploratory work to identify and determine the extent of such material for removing hazardous material from such area.

5.4.4. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

Attention is directed to the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications.

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.

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.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

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.

5.4.5. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

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.

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.

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.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

5.4.6. TERMINATION OF CONTRACT

The City of Brisbane may terminate the contract at any time upon a determination by the City Council that the same is in the best interests of the City. Upon such termination, the rights, duties and obligations of the parties shall be as stated in Section 8-1.14, "Contract Termination," of the State Specifications, wherein the words "Director" and "Engineer" shall mean the Engineer, and the words "State" and "Department" shall mean the City of Brisbane.

5.4.7. CHANGE ORDER BY THE ENGINEER

Change order by the Engineer shall conform to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

5.4.8. CHANGE IN CONTRACT PRICE

A. The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the contract price.

B. The contract price may only be changed by change order. Any request for an increase in the contract price shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request, and stating the general nature of the request, the amount of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the contract price will be valid if not submitted in accordance with the requirements of this Article.

C. The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit price contained in the Contract documents, by application of unit price to the quantities of the items involved; or
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.5.3; or
3. On the basis of the cost of work plus a Contractor's fee for overhead and profit (both determined as provided in Article 5.5.1.).

5.4.9. CHANGE OF CONTRACT TIME

A. The contract time may only be changed by a change order. Any request for an extension of the contract time shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request, the extent of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has

reason to believe he or she is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this Article.

The contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The contractor will be notified if the Engineer determines that a time extension is not justified.

B. The contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Engineer. Such delays shall include:

1. Changes.
2. Failure of the City of Brisbane to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which the City is responsible.
3. Survey error if the surveying work is performed by the City.
4. Suspension of work pursuant to Section 5.4.5 "Termination of Contract" of these special provisions.
5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the proceeding 3-year period or as provided for in the Special Provisions.
6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.4.10. PROTESTS

If the Contractor considers any work demanded to be outside of the requirements of the Contract, or considers any record or ruling or act or omission of the Engineer to be unfair, the Contractor shall immediately, upon such work being demanded, or such record or ruling being made, ask in writing for written instructions or decisions, whereupon the Contractor shall proceed without delay to perform the work or to conform to the record or ruling and, within 15 days after date of receipt of the written instructions or decisions, shall file a written protest with the Engineer stating clearly and in detail the basis of the protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, decisions, and acts or omissions of the Engineer shall be final and conclusive. Instructions and decisions of the Engineer contained in letters transmitting drawings to the Contractor shall be considered as written instructions and decisions subject to protest as herein provided.

5.4.11. CLAIMS

Section 9-1.22, "Arbitration of Rights," of the Standard Specifications is deleted and the following is substituted therefore:

Attention is directed to the provisions of Government Code Sections 900 to 915.4 inclusive, concerning the procedures to be followed when filing claims against the City of Brisbane. All claims shall be filed with the City Clerk. Forms specifying the information to be contained in claims against the City of Brisbane may be obtained from the City Clerk of the City of Brisbane.

5.4.12 PUBLIC CONTRACT CODE (PCC) SECTION 9204 SUMMARY

Claims submitted between 01-01-2017 and 01-01-2020.

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- a. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.
- b. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
- c. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.
- d. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
- e. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.
- f. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.
- g. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
- h. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.
- i. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

5.5. PAYMENT

5.5.1. FORCE ACCOUNT PAYMENTS

Attention is directed to section 9-1.04, "Force Account Payments" of the Standard Specifications and these special provisions.

The second paragraph in Section 9-1.04 of the Standard Specifications is amended to read:

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 5 percent will be added to the total cost of said extra work including all markups specified in this Section 9-1.04. Said additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

The first paragraph in Section 9-1.03A(3), "Equipment Rental," of the Standard Specifications is amended to read:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and rental or other agreement, if such may exist, for use of such equipment entered into by the contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the "Labor Surcharge and Equipment Rental Rate" publication and which are rented from a local equipment agency, other than Contractor owned, the contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which may assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The sixth paragraph in said Section 9-1.03A(3) of the Standard Specifications is amended to read:

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Section 9-1.03A(3), "Equipment Rental," of the Standard Specifications is amended by adding Section 9-1.03A(3d), "Dump Truck Rental," as follows:

9-1.03A(3d) Dump Truck Rental -- Dump truck rental shall conform to the provisions of Sections 9-1.03A(3), "Equipment Rental," 9-1.03A(3a), "Equipment of the Work," and 9-1.03A(3b), "Equipment Not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump truck in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates" shall not apply.

To the total of the rental costs for fully maintained and operated dump truck there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No markup will be made for labor.

The provisions of Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump trucks.

5.5.2 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

The Contractor may be relieved of the duty of maintenance and protection in accordance with the provisions in Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications.

5.5.3. ACCEPTANCE OF CONTRACT

Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications is amended to read:

When the Engineer has made the final inspection as provided in Section 5.3.23, "Inspection," and determined that the contract work has been completed in all respects in accordance with the Plans and Specifications, he shall recommend acceptance to the City Council of the City of Brisbane, and recommend the filing of a "Certificate of Completion" by the City Clerk. Immediately upon and after such acceptance by the City, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City of Brisbane, except as otherwise provided under the terms of the contract.

5.5.4. PAYMENT

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

For purposes of making partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract item or work shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes. The retention amount in Section 9-1.16, "Progress Payments" shall at no time exceed 5%.

Pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said items, will be included for payment in the first estimate made after acceptance of the contract.

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

5.5.5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor 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, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and

Section 10262 of the California Public Contract Code. Any violation of these provisions 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.

Attention is directed to the provisions of Section 9-1.16E, "Withholds," of the Standard Specifications and these special provisions.

Pursuant to the Government Code of the State of California, commencing with Section 4590 of Chapter 13, Division 5, Title I: securities may be substituted for any moneys withheld from payments. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Brisbane or with a state or federally chartered bank as the escrow agent who will make payment of funds withheld. Upon satisfactory completion of the contract, the securities will be returned to the Contractor.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this provision shall include the following provisions:

- (1) the amount and value of securities to be deposited;
- (2) the providing of powers of attorney or other documents necessary for the transfer of securities to be deposited;
- (3) the terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor; and
- (4) the termination of the escrow upon completion of the contract.

The Contractor shall obtain the written consent of the surety to such agreement.

5.5.6. FINAL PAYMENT

Attention is directed to the provisions of Section 9-1.17, "Payment After Contract Acceptance," Section 9-1.17B, "Payment Before Final Estimate," and Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and these special provisions:

A. Section 9-1.17B, "Payment Before Final Estimate," is deleted.

B. Section 9-1.17D, "Final Payment and Claims," is amended to add the following: Final payment shall not be due until thirty-five (35) days after the Notice of Completion has been recorded.

5.5.7. PAYMENT OF TAXES

Except as otherwise specifically provided in these Special Provisions, the contract price shall include full compensation for all current and future taxes which the Contractor is required to pay, whether imposed by Federal, State, or local government, and no tax exemption certificate or any other document designed to exempt the Contractor from payment of tax will be furnished to the Contractor by the City.

SECTION 6.
This Section Intentionally Left Blank

SECTION 7. PERMITS AND LICENSES AND PUBLIC UTILITY COORDINATION

7.1. PERMITS AND LICENSES

Procurement of permits and licenses shall conform to the requirements of Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

The Contractor shall obtain all permits required by the City of Brisbane to do the work. The Contractor and all subcontractors shall obtain and pay all fees for a City of Brisbane Business License prior to starting work and shall maintain same at all times during the life of the Contract.

7.2. PUBLIC UTILITY COORDINATION, MATERIALS, INSTALLATION AND RELOCATIONS

It shall be the Contractor's responsibility to coordinate all the work of utility research, mark-out, relocation and adjustment to finish grade including all work to be done by the owners of the public utilities involved.

Contractor shall notify U.S.A. Underground two working days (48 hours) prior to starting work.

All relocations of apparent or discovered utility lines in conflict with the Contractor's work (e.g., Pac Bell, TCI, SFWD, PG&E, etc.) shall be accomplished by the forces of the appropriate utilities, except as noted. Work shall be performed in a manner that will not result in the shutoff of power by PG&E. The Contractor shall notify the appropriate utility company at least 48 hours in advance of working in the vicinity of any utilities in the project area.

The Contractor shall assume full responsibility for the location of all existing utilities prior to the commencement of any construction activity (e.g., excavation, clearing, grubbing, and trenching) which may damage any existing utilities.

Except as otherwise noted specifically on the Plans, the Contractor shall protect from damage all presently existing or newly installed utilities, including all above or below ground utilities, pipelines, whether pressurized or gravity flow, and signalization or street lighting conduit systems. Any and all damage resulting directly or indirectly from the operations or actions of the Contractor or his forces shall be repaired to its original condition, or better, at the Contractor's sole expense in accordance with these Special Provisions and the Standard Specifications.

Full compensation for conforming to the provisions of this section, including research, coordination, protection, furnishing plans and locating all existing underground and above ground utilities, and their protection shall be considered included in prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 8. MATERIALS & SUBMITTALS

8.1. GENERAL

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions:

Except as provided under "City-Furnished Materials" of these special provisions, all materials required to complete the work under this contract shall be furnished by the Contractor.

8.2. CITY-FURNISHED MATERIALS

Attention is directed to Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these special provisions.

The City will furnish water connection and supply.

8.3. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The tables listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

8.4. MATERIAL SUBMITTAL LIST

The materials proposed by the contractor to be used on this contract shall be submitted for approval by the Engineer within 10 calendar days after the execution of the contract.

The list supplied is intended to be comprehensive but no claim for its completeness is implied and submittals of the completed list will not relieve the Contractor of supplying all information needed or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added or deleted to the list supplied.

Manufacturer's cut sheets, specifications, and shop drawings shall be supplied along with the submittal list for all applicable products on the list, and shall be in conformance with the following requirements:

(1) Shop Drawings -- Shop drawings are drawings, diagrams, schedules and other data specially prepared in accordance with these special provisions for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Contractor shall identify details on Shop Drawings by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

(2) Product Data -- Product Data are illustrations, test results, mill certification, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Contractor shall identify each item or package of Product Data by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

Manufacturer's catalog cut sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data shall:

- a. Have each copy clearly marked to identify pertinent materials, products, models, finish, etc.
- b. Show clearly all standard options included.
- c. Show dimensions and clearances required.
- d. Show performance characteristics and capacities.

Where Product Data, as submitted, contains extraneous information, unmarked options or is incomplete, it shall be returned to the Contractor without review.

(3) Samples -- Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Samples shall be tagged or otherwise clearly identified as to pertinent information illustrated and specific relationship to the work, and shall show the name and address of the subcontractor or agency submitting them, the date, and the name of the work for which they are intended. Sample submittals shall include results of tests run by the Contractor or suppliers which support acceptability of the material.

Unless the Engineer determines that Samples must be retained for reference purposes, Samples will be returned when so requested by the Contractor. No Sample shall be incorporated into the work unless specific approval is given by the Engineer.

Charges for submission of Samples and for their return shall be borne by the Contractor.

(4) Submission Requirements -- Contractor shall make submittals promptly and in such sequence as to cause no delay in the work or in the work of any other contractor.

(5) Number of Submittals Required --

- a. Shop Drawings: Submit the number of copies which the Contractor requires, plus (3) copies which will be retained by the Engineer.
- b. Product Data: Submit the number of copies which the Contractor requires, plus three (3) which will be retained by the Engineer.
- c. Samples: Submit the number stated in each Specification Section.

(6) Submittals Shall Contain --

- a. The date of submission and the dates of any previous submissions.

- b. The project title and number.
- c. Contractor identification.
- d. The names of:
 - 1. Contractor
 - 2. Supplier
 - 3. Manufacturer
- e. Specifications Section number and Bid Item or Items pertaining to the item.
- f. Field dimensions, clearly identified as such.
- g. Relation to adjacent or critical features of the work or materials.
- h. Applicable standards, such as ASTM, Federal, or City Specification numbers. Certified Test Results indicating performance of materials/products with regard to Specifications requirements.
- i. Identification of deviation from Contract Documents. All substitutions or deviations from the contract requirements must be clearly identified in the submittal.
- j. Identification of revisions or resubmittals.
- k. An 8" x 3" blank space for contractor and Engineer stamps.
 - l. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of contract documents.

The General Contractor shall be required to review and approve all submittals and provide them stamped and signed as evidence thereof, prior to submitting them to the Engineer for review. Submittals which are not stamped and signed by the General Contractor will be rejected.

The Contractor shall submit all lists, drawings, data and specifications sufficiently in advance of construction, to permit no less than 10 calendar days for review and appropriate action by the Engineer.

(7) Resubmission Requirements -- Make all corrections or changes in the submittals required by the Engineer and resubmit.

For Shop Drawings and Product Data:

- a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
- b. Indicate any changes which have been made other than those requested by the Engineer.

Samples: Submit new Samples as required for initial submittal.

(8) Payment -- The preparation of the plans, drawings, and necessary documents shall be considered as included in the price paid for the various contract items of work and no additional compensation will be made therefor.

PROJECT: GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

Sheet 1

Bid Item No.	Spec. Sect No.	Description	Manufacturer/Producer	Approval		ENGINEERING REVIEW Subject to:		
				Yes	No	Testing & Inspection	Cert. Of Compliance	Comments
N/A	5.1.1	Construction Schedule		X				
N/A	5.1.5	Cost Breakdown		X				
N/A	10.1.1	Order of Work (if applicable)		X				
N/A	10.1.4	Construction Area Traffic Control Plan		X				
N/A	10.1.5	Public Notification		X				
3, 4	10.4.3	Thermoplastic Stripes & Markings		X			X	
3	10.4.4	Pavement Markers		X			X	
7	10.5.2	Signs (incl. Solar LED Flashing Warning Signs)		X			X	
N/A	11	Water Pollution Control Plan		X				

Remarks: _____

SECTION 9. DESCRIPTION OF WORK

As shown in the Guadalupe Canyon Parkway Safety Improvements Project plans and required by these specifications and special provisions, this project includes, but is not limited to, furnishing all labor, materials and equipment necessary for:

- On Guadalupe Canyon Pkwy between Bayshore Blvd and western city limit, project will include new edgeline and centerline rumble stripes (traffic stripe on top of rumble strip), traffic lane and bike lane line striping, and new and upgraded signage. Work will consist of grinding and removal of existing traffic striping and markings, milling for both centerline and edgeline rumble strips which will not exceed an excavation depth of 1 inch within the existing pavement, adding new class II bike lane striping and signage along the shoulders, and upgrading existing flashing beacons with solar-powered LED flashing warning signs. Post installation for signs will not exceed an excavation depth of 2 feet in native soil along the edge of roadway.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

SECTION 10. CONSTRUCTION DETAILS

10.1. GENERAL

10.1.1. PROPOSED ORDER OF WORK

When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

The Engineer proposes execution of the work in the staged and sequential order as follows:

1. Remove all existing pavement stripes, markings, and markers and immediately replace with temporary reflective raised pavement markers. Layout of temporary markers shall conform to the new striping configuration shown in the plans.
2. Preserve centerline. Remove edgeline and centerline temporary markers and install edgeline and median rumble strips. Stripe edgelines and median lines over rumble strips.
3. Remove remaining temporary markers and stripe lane lines, crosswalks, stop lines, and pavement markings.
4. Remove flashing beacons and install signage.

The Contractor may choose whether or not to follow the sequence outlined above. If the Contractor chooses to follow his own sequence, he shall submit a plan for order of work to be approved by the Engineer prior to starting work.

Full compensation for submittal of order of work will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

10.1.2. MOBILIZATION

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

When the contract does not include a contract pay item for mobilization as above specified, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.3. CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with provisions in Section 12-3.11, "Construction Area Signs," of the Standard Specifications and these special provisions.

Full compensation for construction area signs shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Flashing arrow sign(s) will be required for all lane closures.

10.1.4. MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety," specified elsewhere in these special provisions.

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

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (ROAD WORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

Section 12-1.04 of the Standard Specifications is amended as follows: The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flagmen to provide for passage of public traffic.

Contractor shall make provisions for emergency vehicle access during closures. Lane closures on Guadalupe Canyon Pkwy will be allowed only between Monday and Friday from 8 am to 5 pm. The Contractor shall maintain one twelve-foot traffic lane in each direction open at any time construction operations are in progress. Cones, signing, and flagging shall conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Pedestrians and cyclists shall be provided safe access during the entire length of the contract. Cyclists shall be allowed to share the full travel lane with motor vehicles. Signs that indicate full use of the travel lane by cyclists and direct motorists and cyclists to share the road shall be placed in the work zone and in advance of lane closures. Where motorists and cyclists are required to share the road, signs shall indicate a speed limit zone of 25 MPH.

The Contractor shall submit a construction area traffic control plan for approval by the Engineer before the commencement of any work, including the location and type of advance warning signs and detour routes, as required.

During the progress of work, when so directed by the Engineer, the Contractor shall submit supplemental traffic control plans. Said supplemental plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project. All traffic control devices shall be in accordance with the latest edition of the MUTCD and the Caltrans Standard Plans and supplemented by the Work Area Traffic Control Handbook (Building News).

Any deviation in traffic control from the references mentioned above shall not be allowed unless the Engineer grants advance written approval.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for maintaining traffic, including construction area traffic control plan(s) as specified in the Standard Specifications and these special

provisions, and as directed by the Engineer, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10.1.5. PUBLIC NOTIFICATION

The Contractor shall be responsible for the posting of construction warning signs before and during performance of the work, as well as the removal of same after completion of the work. At least one week prior to commencement of work, the contractor shall provide temporary advance warning signs such as sign panels or changeable message signs at the limits of the work to notify drivers, bicyclists, and pedestrians of the upcoming project and potential delays. This shall include temporary "No Parking" signs.

The City of Brisbane will assume the responsibility to tow illegally parked vehicles that interfere with the Contractor's operations so long as the "NO PARKING" signs are properly posted at the site, 72 hours in advance of the work.

Each resident or business within the project limits shall be provided with written, hand-delivered notification one week in advance of construction and again 24 hours before construction begins.

Full compensation for public notification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.6. WATERING

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

10.2. EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provision in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Except as otherwise provided by damaged materials in Section 15-1.03, "Construction," of the Standard Specifications, the material to be salvaged shall remain the property of the City, and shall be cleaned, packaged, bundled, tagged and hauled to the Corporation Yard at the intersection of Tunnel Avenue and Lagoon Road. The Contractor shall notify the Engineer and the Public Works Supervisor at 415/508-2130 a minimum of 48 hours prior to hauling salvaged material to the Corporation Yard.

If the Contractor damages a part of a loop conductor specified to remain in place, including the part leading to the adjacent pull box, the Contractor shall replace the entire loop detector and any adjacent loops damaged during the replacement.

10.2.1. CLEARING & GRUBBING

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

All shade and ornamental trees shall be preserved unless otherwise designated on the plans or marked for removal.

Plants and lawn in front of residences shall be preserved adjacent to new shoulder construction where natural ground surface and finished grade are compatible, unless otherwise designated on the plans, and as directed by the Engineer.

Tree trimming will be required only where it is necessary to clear construction equipment unless otherwise shown on the plans.

Existing tree stumps inside limits of work shall be removed to a point of one foot (1.0') below finished grade, unless otherwise shown on plans. Tree roots that interfere with construction shall be cut off in a workmanlike manner.

Grass and weeds may be thoroughly incorporated with the native soil by disking or other means. Materials containing grass and weeds shall be used outside the paved portion of the roadway only.

All pavement surfaces and cracks within the construction area shall be free of weeds, grass and other vegetation before any surface treatments can be applied.

Burning will be permitted when done in conformance with "Air Pollution Control," of the general provisions.

Full compensation for clearing and grubbing shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.3. RUMBLE STRIPS

Rumble strips shall conform to the requirements in Section 84-8, "Rumble Strips," of the Standard Specifications and these special provisions.

Indentations must comply with the dimensions shown and not vary more than:

1. 10 percent in length
2. 0.06 inch in depth
3. 10 percent in width
4. 1 inch in center-to-center spacing between rumble strips

On ground areas, apply a fog seal coat under Section 37-4.02, "Fog Seals," of the Standard Specifications.

The contract unit price paid per lineal foot for Rumble Strip shall include full compensation for furnishing all materials, tools, equipment and incidentals for preparing asphalt surface, grinding and disposing of asphalt millings, sweeping, and fog seal coat as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4. STRIPING

10.4.1. REMOVE EXISTING STRIPING

Removal of existing traffic stripes and pavement markings shall conform to to the requirements in Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Removal of existing pavement markers shall conform to the requirements in Section 81-8.03B, "Remove Pavement Markers," of the Standard Specifications and these special provisions.

If the Contractor damages a part of a loop conductor specified to remain in place, including the part leading to the adjacent pull box, the Contractor shall replace the entire loop detector and any adjacent loops damaged during the replacement.

On ground areas, apply a fog seal coat under Section 37-4.02, "Fog Seals," of the Standard Specifications.

The contract lump sum price paid for Remove Existing Striping shall include full compensation for furnishing all materials, tools, equipment and incidentals for grinding and removal of existing traffic stripes, pavement markings, and pavement markers, sweeping of residue, and fog seal coat as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.2. TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3, "Traffic Handling Equipment and Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

GENERAL.--Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation and edgeline delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION.--Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" as shown in Section 8 of this contract.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 "ROAD CONSTRUCTION AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R63 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000 foot interval within "no passing" zones. R64 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation (including the signing specified for "no passing" zones) for those areas where temporary lane line and centerline delineation are required and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the contract

prices paid for the items of work that obliterated the lane line and centerline pavement delineation and no separate payment will be made therefore.

TEMPORARY EDGELINE DELINEATION.--Whenever edge line are obliterated and temporary pavement delineation is required to replace those edge lines, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

Four-inch wide traffic stripe placed for temporary edge line delineation, which will require removal, shall conform to the requirements of temporary traffic stripe (tape) specified herein. The quantity of temporary traffic stripe (tape) used for this temporary edge line delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edge line delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edge lines, the Contractor shall provide personnel to check the job site to maintain the cones or delineators during all hours that they are in use.

Channelizers used for temporary edge line delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (36") listed in "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary edgeline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Temporary edge line delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary edgeline delineation for those areas where temporary edgeline delineation is required shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefore.

10.4.3. THERMOPLASTIC TRAFFIC STRIPES & PAVEMENT MARKINGS

Thermoplastic traffic stripes (thermoplastic traffic lines) and pavement markings shall conform to the provisions in Section 84-1, "General," and 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic striping and pavement markings shall be used to replace existing thermoplastic and painted striping and pavement markings. Where striping and/or markings joins existing, the Contractor shall begin and end the transition from the existing striping and/or marking pattern into the new striping and/or marking pattern a sufficient distance to ensure continuity of the striping pattern.

Contractor is required to submit a template and photos of all existing striping configurations that will be affected by this section, which will be subject to approval by the Engineer. Any work that would obliterate, cover or otherwise remove existing striping shall not be permitted to occur until said submittal is approved by the Engineer.

Thermoplastic materials shall comply with State Specification PTH-02SPRAY.

The contract unit price paid for Traffic Stripe shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing and maintaining the thermoplastic traffic stripes as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for Pavement Marking shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing and maintaining the thermoplastic pavement markings as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.4. PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these special provisions.

Certificates of compliance shall be furnished for pavement markers.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform to the requirements of "Maintaining Traffic," of these special provisions.

Where pavement markers join existing markers, the Contractor shall begin and end the transition from the marker pattern into the new marker pattern a sufficient distance to ensure continuity of the pavement markers.

The contract unit price paid for Traffic Stripe shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing and maintaining pavement markers as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.5. OBJECT MARKERS

Type P(CA) (OM-3L) object markers shall be placed on the median nose locations shown on the plans and shall conform to California MUTCD standards.

The contract unit price paid for Object Markers shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing object markers as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.6. DELINEATORS

Delineator posts shall conform to the provisions in Section 81-2, "Delineators," of the Standard Specifications and these special provisions. Install white surface-mounted Class 1 flexible delineator posts at edge of pavement on the eastbound side of the roadway where specified on the plans.

The contract unit price paid for Delineators shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing flexible delineator posts as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.5. SIGNS

10.5.1. REMOVE FLASHING BEACONS

Flashing beacon assemblies, including poles and beacon lights, shall be removed from concrete footing and removed from power source. Removal from power shall be compliant with National Electric Code standards. Pull boxes and concrete footings shall remain in place.

The contract unit price paid for Remove Existing Flashing Beacon shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing poles and lights and disconnecting from existing power, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.5.2. ROADSIDE SIGNS

Signs shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and these special provisions.

Certificates of compliance shall be furnished for sign panels. All sign panels shall use High Intensity Prismatic or Diamond Grade Prismatic sheeting.

Unless specified on the plans, all Roadside Signs shall be installed with metal posts which shall conform to the provisions 82-3.02B, "Metal Posts," of the Standard Specifications and these special provisions. All sign post locations shall be verified in the field by the City Inspector prior to installation. All posts used shall be breakaway posts unless otherwise specified on the plans.

Signs shall have a mounting height of at least 7 ft from the bottom of the sign panel to the elevation of the near edge of pavement. Sign panels shall be placed so that the edge of the panel is at least 1.5 ft away from the edge of pavement.

Flashing LED warning signs shall be TAPCO BlinkerSign or equal product to be approved by the Engineer. The Contractor shall be responsible for programming flashing LED lights and shall provide a hard copy of the user manual to the Engineer after installation and programming.

The contract unit price paid for Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing roadside signs, poles, and brackets, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for Solar-Powered LED Flashing Warning Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing signs, poles, solar panel equipment, and brackets and programming LED lights, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. STORMWATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES

An interim sediment and erosion control plan will be required for work during the rainy season, identified in the Brisbane Municipal Code as October 15 to April 15 per the California Stormwater Best Management Practices Handbook for Construction Activity prepared for the Stormwater Quality Task Force. In addition to the sediment and erosion control plan, normal construction operations shall also conform to the California Stormwater Best Management Practices.

Water Pollution Control Program shall comply with Section 13-2, "Water Pollution Control Program," of the Standard Specifications. The Contractor shall prepare a Water Pollution Control Plan (WPCP) and submit two copies to the Engineer within seven days of Contract approval.

Full compensation for preparation of and implementation of the Best Management Practices and the WPCP shall be considered as included in the contract price paid for the various items of work involved, and no separate payment will be made therefore.



APPENDIX B-1: Small Construction Project Safety Protocol

1. Any construction project meeting any of the following specifications is subject to this Small Construction Project Safety Protocol (“SCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of 10 units or less. This SCP Protocol does not apply to construction projects where a person is performing construction on their current residence either alone or solely with members of their own household.
 - b. For commercial projects, any construction, renovation, or tenant improvement project consisting of 20,000 square feet of floor area or less.
 - c. For mixed-use projects, any project that meets both of the specifications in subsection 1.a and 1.b.
 - d. All other construction projects not subject to the Large Construction Project Safety Protocol set forth in Appendix B-2.
2. The following restrictions and requirements must be in place at all construction job sites subject to this SCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference, or discrepancy between or among applicable laws and regulations and/or this SCP Protocol, the stricter standard shall apply.
 - b. Designate a site-specific COVID-19 supervisor or supervisors to enforce this guidance. A designated COVID-19 supervisor must be present on the construction site at all times during construction activities. A COVID-19 supervisor may be an on-site worker who is designated to serve in this role.
 - c. The COVID-19 supervisor must review this SCP Protocol with all workers and visitors to the construction site.
 - d. Establish a daily screening protocol for arriving staff to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exits to



- e. the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
- f. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
 - i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately and any additional requirements per the County health officials must be completed, including full compliance with any tracing efforts by the County.
- g. Practice social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the construction project.
- h. Where construction work occurs within an occupied residential unit, separate work areas must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- i. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, separate work areas must be sealed off from the rest of the common areas with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.
- j. Prohibit gatherings of any size on the jobsite, including gatherings for breaks or eating, except for meetings regarding compliance with this protocol or as strictly necessary to carry out a task associated with the construction project.
- k. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Sharing of any of any food or beverage is strictly prohibited and if sharing is observed, the worker must be sent home for the day.
- l. Provide personal protective equipment (“PPE”) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the



- m. activity being performed. At no time may a contractor secure or use medical-grade PPE unless required due to the medical nature of a jobsite. Face coverings must be worn in compliance with the Health Officer's Order No. C19-8, dated April 18, 2020, or any subsequently issued or amended order.
- n. Strictly control "choke points" and "high-risk areas" where workers are unable to maintain six-foot social distancing and prohibit or limit use to ensure that six-foot distance can easily be maintained between individuals.
- o. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
- p. Stagger trades as necessary to reduce density and allow for easy maintenance of a minimum six-foot separation.
- q. Discourage workers from using others' desks, work tools, and equipment. If more than one worker uses these items, the items must be cleaned and disinfected with disinfectants that are effective against COVID-19 in between use by each new worker. Prohibit sharing of PPE.
- r. If hand washing facilities are not available at the jobsite, place portable wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
- s. Clean and sanitize any hand washing facilities, portable wash stations, jobsite restroom areas, or other enclosed spaces daily with disinfectants that are effective against COVID-19. Frequently clean and disinfect all high touch areas, including entry and exit areas, high traffic areas, restrooms, hand washing areas, , tools, and equipment.
- t. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, phone number, address, and e-mail.
- u. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 - i. Do not touch your face with unwashed hands or with gloves.
 - ii. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 - iii. Clean and disinfect frequently touched objects and surfaces such as work stations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 - iv. Cover your mouth and nose when coughing or sneezing, or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - v. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.



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- vi. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six feet at all times. If not possible, wear the necessary PPE for working in close proximity to another person.
- vii. Do not carpool to and from the jobsite with anyone except members of your own household unit, or as necessary for workers who have no alternative means of transportation.
- viii. Do not share phones or PPE.



APPENDIX B-2: Large Construction Project Safety Protocol

1. Any construction project meeting any of the following specifications is subject to this Large Construction Project Safety Protocol (“LCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential construction projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of more than 10 units.
 - b. For commercial construction projects, any construction, renovation, or tenant improvement project consisting of more than 20,000 square feet of floor area.
 - c. For construction of Essential Infrastructure, as defined in section 16.c of the Order, any project that requires five or more workers at the jobsite at any one time.
2. The following restrictions and requirements must be in place at all construction job sites subject to this LCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference or discrepancy between or among applicable laws and regulations and/or this LCP Protocol, the stricter standard will apply.
 - b. Prepare a new or updated Site-Specific Health and Safety Plan to address COVID-19-related issues, post the Plan on-site at all entrances and exits, and produce a copy of the Plan to County governmental authorities upon request. The Plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the Plan.
 - c. Provide personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE, unless required due to the medical nature of a job site. Face Coverings must be worn in compliance with the Health Officer’s Order No. C19-8, dated April 18, 2020, or any subsequently issued or amended order.
 - d. Ensure that employees are trained in the use of PPE. Maintain and make available a log of all PPE training provided to employees and monitor all employees to ensure proper use of the PPE.
 - e. Prohibit sharing of PPE.



- f. Implement social distancing requirements including, at minimum:
- i. Stagger stop- and start-times for shift schedules to reduce the quantity of workers at the jobsite at any one time to the extent feasible.
 - ii. Stagger trade-specific work to minimize the quantity of workers at the jobsite at any one time.
 - iii. Require social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the project.
 - iv. Prohibit gatherings of any size on the jobsite, except for safety meetings or as strictly necessary to carry out a task associated with the project.
 - v. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain minimum six-foot social distancing and prohibit or limit use to ensure that minimum six-foot distancing can easily be maintained between workers.
 - vi. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
 - vii. Prohibit workers from using others’ phones or desks. Any work tools or equipment that must be used by more than one worker must be cleaned with disinfectants that are effective against COVID-19 before use by a new worker.
 - viii. Place wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
 - ix. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, address, phone number, and email.
 - x. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 1. Do not touch your face with unwashed hands or with gloves.
 2. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 3. Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 4. Cover your mouth and nose when coughing or sneezing or cough or sneeze into the crook of your arm at your elbow/sleeve.
 5. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
 6. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six-feet distancing at all times. If not possible, wear the necessary PPE for working in close proximity to another person.
 7. Do not share phones or PPE.
 - xi. The notice in section 2.f.x must be translated as necessary to ensure that all non-English speaking workers are able to understand the notice.



- g. Implement cleaning and sanitization practices in accordance with the following:
 - i. Frequently clean and sanitize, in accordance with CDC guidelines, all high-traffic and high-touch areas including, at a minimum: meeting areas, jobsite lunch and break areas, entrances and exits to the jobsite, jobsite trailers, hand-washing areas, tools, equipment, jobsite restroom areas, stairs, elevators, and lifts.
 - ii. Establish a cleaning and decontamination protocol prior to entry and exit of the jobsite and post the protocol at entrances and exits of jobsite.
 - iii. Supply all personnel performing cleaning and sanitization with proper PPE to prevent them from contracting COVID-19. Employees must not share PPE.
 - iv. Establish adequate time in the workday to allow for proper cleaning and decontamination including prior to starting at or leaving the jobsite for the day.
- h. Implement a COVID-19 community spread reduction plan as part of the Site-Specific Health and Safety Plan that includes, at minimum, the following restrictions and requirements:
 - i. Prohibit all carpooling to and from the jobsite except by workers living within the same household unit, or as necessary for workers who have no alternative means of transportation.
 - ii. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Prohibit any sharing of any food or beverage and if sharing is observed, the worker must be sent home for the day.
 - iii. Prohibit use of microwaves, water coolers, and other similar shared equipment.
- i. Assign a COVID-19 Safety Compliance Officer (SCO) to the jobsite and ensure the SCO's name is posted on the Site-Specific Health and Safety Plan. The SCO must:
 - i. Ensure implementation of all recommended safety and sanitation requirements regarding the COVID-19 virus at the jobsite.
 - ii. Compile daily written verification that each jobsite is compliant with the components of this LCP Protocol. Each written verification form must be copied, stored, and made immediately available upon request by any County official.
 - iii. Establish a daily screening protocol for arriving staff, to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exit to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
 - iv. Conduct daily briefings in person or by teleconference that must cover the following topics:
 - 1. New jobsite rules and pre-job site travel restrictions for the prevention of COVID-19 community spread.
 - 2. Review of sanitation and hygiene procedures.
 - 3. Solicitation of worker feedback on improving safety and sanitation.
 - 4. Coordination of construction site daily cleaning/sanitation requirements.
 - 5. Conveying updated information regarding COVID-19.
 - 6. Emergency protocols in the event of an exposure or suspected exposure to COVID-19.
 - v. Develop and ensure implementation of a remediation plan to address any non-compliance with this LCP Protocol and post remediation plan at entrance and exit of jobsite during



- remediation period. The remediation plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the document.
- vi. The SCO must not permit any construction activity to continue without bringing such activity into compliance with these requirements.
 - vii. Report repeated non-compliance with this LCP Protocol to the appropriate jobsite supervisors and a designated County official.
- j. Assign a COVID-19 Third-Party Jobsite Safety Accountability Supervisor (JSAS) for the jobsite, who at a minimum holds an OSHA-30 certificate and first-aid training within the past two years, who must be trained in the protocols herein and verify compliance, including by visual inspection and random interviews with workers, with this LCP Protocol.
- i. Within seven calendar days of each jobsite visit, the JSAS must complete a written assessment identifying any failure to comply with this LCP Protocol. The written assessment must be copied, stored, and, upon request by the County, sent to a designated County official.
 - ii. If the JSAS discovers that a jobsite is not in compliance with this LCP Protocol, the JSAS must work with the SCO to develop and implement a remediation plan.
 - iii. The JSAS must coordinate with the SCO to prohibit continuation of any work activity not in compliance with rules stated herein until addressed and the continuing work is compliant.
 - iv. The remediation plan must be sent to a designated County official within five calendar days of the JSAS's discovery of the failure to comply.
- k. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
- i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately and any additional requirements per the County health officials must be completed, including full compliance with any tracing efforts by the County.
- l. Where construction work occurs within an occupied residential unit, any separate work area must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- m. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, any separate work area must be sealed off from the rest of the common areas with physical barriers such as plastic



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sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.