

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND HP COMMUNICATIONS, INC.**

THIS FIRST AMENDMENT TO THE PUBLIC IMPROVEMENTS AGREEMENT is made at South San Francisco, California, as of November 12, 2025, by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and HP Communications, Inc. (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On October 2, 2025, City and Contractor entered that certain Public Improvements Agreement (“Agreement”) whereby Contractor agreed provide all labor, materials, tools, equipment, and services necessary for the construction of the 2024 Broadband Fiber-Optic Network Project; Project No. PF2210; Bid No. 2697. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 4: Compensation. Section 4 of the Agreement shall be amended such that the City agrees to pay Contractor a sum not to exceed \$1,752,585.90, with the understanding that up to \$901,989 has already been paid to Contractor.
Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.
3. Scope of Services. The Scope of services is amended and attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____

Sharon Ranals, City Manager

By: _____

Attest:

City Clerk

Approved as to Form:

By: _____
City Attorney

Exhibit A

AGREEMENT FOR PUBLIC IMPROVEMENTS
2024 Broadband Fiber-Optic Network Project
Agreement Between The City of South San Francisco and HP Communications, Inc.

THIS AGREEMENT made and entered into this 2nd, day of October 2024, between the CITY OF SOUTH SAN FRANCISCO, a municipal corporation and political subdivision of the State of California, hereinafter called "CITY", and HP Communications, Inc., hereinafter called "CONTRACTOR"¹.

W I T N E S S E T H:

WHEREAS, City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

WHEREAS, a notice was duly published for bids for the contract for the improvements hereinafter described.

WHEREAS, on September 25, 2024, notice duly given, the City Council ("Council") of said City awarded the contract for the construction of the improvements hereinafter described to the Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

WHEREAS, City and Contractor desire to enter into this agreement for the construction of said improvements pursuant to the terms, definitions, and conditions set forth in the General Provisions and other Contract Documents.

IT IS AGREED as follows:

1. Scope of Work. Contractor shall perform the Work described briefly as follows:

The Work consists of the furnishing of all labor, materials, tools, equipment, and services necessary for the construction of the **2024 BROADBAND FIBER-OPTIC NETWORK PROJECT; PROJECT NO. PF2210; BID NO. 2697**; in accordance with the Contract Documents.

Also included are any such other items or details not mentioned above that are required by the Contract Documents, which are to be constructed or furnished and installed as shown on the plans, as specified herein and as directed by the Engineer.

The aforementioned improvements are further described in the "Contract Documents" hereinafter referred to.

2. The Contract Documents. The complete Contract consists of the following documents:

- (A) This Agreement, Contractor's Payment Bond, Faithful Performance Bond, and Guaranty Bond.

1. ¹The term "Contractor" as used herein is employed without distinction as to either number or gender and shall include whenever the context shall permit all agents, representatives, employees, servants, subcontractors and business or social invitees.

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- (B) Part I – Submitted Proposal (as accepted)
- (C) Part II – General Conditions
- (D) Part III – Special Provisions: Special Conditions and Technical Specifications, including State Standard Specifications and Plans dated 2023, as revised in Revised Standard Specifications (RSS) dated January 22, 2024.
- (E) Part IV – Conformed Project Plans dated 9/17/2024.
- (F) Administrative subsections of the State Standard Specifications and Plans dated 2023, as specifically referenced in contract Parts I-IV and as revised in RSS dated January 22, 2024.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above-named documents are intended to cooperate, so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as “the Contract Documents.”

3. Equipment - Performance of Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and materials necessary to perform and complete in a good and workmanlike manner the Work of general construction as called for, and for the manner designated in, and in strict conformity with, the plans and specifications for said Work entitled:

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2210; BID NO. 2697

The equipment, apparatus, facilities, labor, and materials shall be furnished and said Work performed and completed as required in said plans and specifications under the direction and supervision and subject to the approval of the Engineer of said City or the Engineer’s designated assistant.

4. Contract Price. City shall pay, and Contractor shall accept, in full payment for the Work agreed to be done the sum of **\$998,581.40**. Said price is determined by the lump sum price contained in Contractor's bid proposal (“Bid”). The lump sum price and unit prices are set forth in the completed Bid forms attached hereto and made a part hereof as if set forth herein verbatim. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, such work and materials will be paid for at the unit prices therein contained. Said amount shall be paid in installments as hereinafter provided.

5. Rights of City to Increase Working Days. If such Work is not completed within the time specified, the Engineer shall have the right to increase the number of working days in the amount it may determine will best serve the interest of the City. If it desires to increase said number of working days, it shall have the further right to charge to Contractor and deduct from the final payment for the Work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges, provided, however, that no extension of time for the

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completion of such Work shall be allowed unless at least twenty (20) calendar days prior to the time herein fixed for the completion thereof or the time fixed by the Engineer for such completion as extended, Contractor shall have filed application for extension thereof, in writing with the Engineer.

6. Option of City to Terminate Agreement in Event of Failure to Complete Work. If at any time in the opinion of the Engineer, the Contractor has refused or failed to prosecute the Work or any severable part thereof, with such diligence as will insure its work, or any completion within the time specified, or any extensions thereof, or shall have failed to complete said work within such time, or if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor, or any Subcontractor, should violate any of the provisions of this Agreement, the Engineer may give written notice to Contractor, and Contractor's sureties of its intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate this Agreement, and unless within five calendar (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement may, at the option of City, upon expiration of said time, cease and terminate. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and the Contractor's sureties who will be liable therefore. In the event of such termination, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture will not release the Contractor or the Contractor's sureties from liability or failure to fulfill the contract. The Contractor and the Contractor's sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension termination of the operations of the contract and the completion of the Work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension termination or annulment thereof, the decision of the Engineer shall be binding on all parties to the contract.

7. Termination of Contract for Convenience. The City also reserves the right to terminate the contract at any time upon a determination by the Engineer in the Engineer's sole discretion that termination of the contract is in the best interest of the City. If the City elects to terminate the contract for convenience, the termination of the contract and the total compensation payable to the Contractor shall be governed by the following:

(A) The City will issue the Contractor a written notice signed by the Engineer, specifying that the contract is terminated. Upon receipt of said written notice, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in Section VII-18, "Contractor's Responsibility for the Work," of the General Conditions and, except as otherwise directed in writing by the Engineer, the Contractor shall:

- (1) Stop all work under the contract except that specifically directed to be completed prior to acceptance.
- (2) Perform work the Engineer deems necessary to secure the project for termination.

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- (3) Remove equipment and plant from the site of the Work.
- (4) Take such action as is necessary to protect materials from damage.
- (5) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
- (6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.
- (7) Dispose of materials not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Section IX-2, "Progress Payments," of the General Conditions and with bills of sale or other documents of title for such materials.
- (8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- (9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract, including, on projects as to which Federal and State funds are involved, all documentation required under the Federal and State requirements included in the contract.
- (10) Take such other actions as the Engineer may direct.

(B) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:

- (1) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section IX-2, "Progress Payments," of the General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations the Engineer has directed.
- (2) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- (3) When the Engineer determines that the Contractor has completed the Work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Contractor will recommend that the

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Engineer formally accept the contract to the extent performed, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further Work thereon and shall be relieved of the Contractor's contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(C) Termination of the contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.

(D) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

(1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

(2) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (1), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed four (4) percent of said cost.

(3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City, or otherwise disposed of as directed by the Engineer.

(4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

(5) A reasonable credit to the City for defective or incomplete work not corrected.

All records of the Contractor and subcontractors necessary to determine compensation in accordance with the provisions of this Section 5 shall be open to inspection or audit by representatives of the City at all times after issuance of the Notice of Termination and for a period of three (3) years, thereafter, and such records shall be retained for that period.

After acceptance of the Work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate in accordance with Section IX-7, "Final Payment," of the General Conditions when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

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If this contract is terminated by the City for cause, and it is later determined that the proper basis for a termination for cause did not exist, the termination shall be deemed to have been a termination for convenience and governed by the terms of this contract dealing with such termination.

If the contract is terminated by the City for cause or convenience, such termination shall neither act as a waiver by the City of its right to require the Contractor to correct defects in the Work performed by the Contractor nor void any warranties applicable to the Work performed under the contract.

The provisions of this Section 5 shall be included in all subcontracts.

In the event of conflict between the termination provisions of this Section 8 and any other provision or the contract, this Section 5 shall prevail.

8. Performance by Sureties. In the event of any termination as herein before provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties and the sureties shall have the right to take over and perform the Agreement, provided, however, that if the sureties, within five (5) working days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) working days after notice to the City of such election, City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account, and at the expense, of Contractor, and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary therefore. Should Contractor contract in an individual capacity, the surety bond shall contain the following provision: "Should Contractor contract in the Contractor's individual capacity, the death of the Contractor shall not relieve the surety of its obligations."

9. Hold-Harmless Agreement and Contractor's Insurance. Contractor agrees to, and shall, hold City, its elective and appointive boards, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of Subcontractor's operations under this Agreement, whether such operations be by Contractor or by any Subcontractor or Subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Contractor or any Subcontractor or Subcontractors. Contractor agrees to, and shall, defend City and its elective and appointive boards, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

(A) The City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Contractor, of any of the insurance policies hereinafter described in Paragraph 10, "Insurance" hereof.

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(B) That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any Subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

10. Insurance. The Contractor shall take out and maintain during the life of this Agreement the following policies of insurance:

(A) Workers' Compensation and Employers' Liability Insurance providing full statutory coverage.

In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

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

(B) Comprehensive General Liability Insurance.

Public Liability Insurance (includes premises, elevator - if applicable, products, completed operations, personal injury and contractual):

(1) Bodily Injury Liability:

\$ 500,000 each person \$1,000,000 each occurrence

(2) Property Damage Liability [includes XCU (explosion, collapse, and underground damage); water damage and broad form property damage or third party liability]:

\$ 500,000 per occurrence

(C) Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired vehicles):

(1) Bodily Injury Liability:

\$ 500,000 per person \$1,000,000 each occurrence

(2) Property Damage Liability:

\$ 500,000 each occurrence

(D) It is agreed that the insurance required by Subsections B and C, in an aggregate amount of not less than ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), shall be extended to include as additional insured the City of South San Francisco,

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its elective and appointive boards, commissions, officers, agents, employees, with respect to operations performed by the Contractor, as described herein. Evidence of this insurance described above shall be provided to City upon execution of this Agreement and shall be subject to approval of the City Attorney as to form, amount, and carrier. The policy of insurance shall also contain a provision indicating that such insurance shall not be reduced or cancelled except upon thirty (30) calendar days written notice to City. In addition, the following endorsement shall be made on said policy of insurance:

"The following are named as additional insured on the above policies: The City of South San Francisco, its elective and appointive boards, officers, agents, and employees."

"Notwithstanding any other provision in this policy, the insurance afforded hereunder to the City of South San Francisco shall be primary as to any other insurance or re-insurance covering or available to the City of South San Francisco, and such other insurance or reinsurance shall not be required to contribute to any liability or loss until and unless the approximate limit of liability afforded hereunder is exhausted."

The above requirements that the City be named as additional insured, that the insurance shall be primary to any other, and that the insurance not be cancelled without notice, shall be provided in the form of an endorsement signed by an authorized representative of the insurance company providing coverage, who shall declare his or her authority to sign on behalf of the insurer.

11. Proof of Carriage of Insurance. Contractor shall furnish City through the Engineer, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give City at least thirty (30) calendar days prior notice of the cancellation or change of any policy during the effective period of this contract. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

12. Provisions Cumulative. The provisions of this Agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

13. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Clerk
City Hall, 400 Grand Avenue
South San Francisco, California 94080

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Notices required to be given to Contractor shall be addressed as follows:

Ahmad Olomi, Executive Vice President
13341 Temescal Canyon Road
Corona, CA 92883

Notices required to be given sureties of Contractor shall be addressed as follows:

Markel Insurance Company
4521 Highwoods Parkway
Glen Allen, VA 23060
(800) 431-1270 Ext 3888

Interpretation. As used herein, any gender includes each other gender, the singular includes the plural, and vice versa.

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement, consisting of nine (9) pages (being pages A-1 through A-9), each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first hereinabove written.

SIGNATURES ON FOLLOWING PAGE

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CITY:

CITY OF SOUTH SAN FRANCISCO
A Municipal Corporation

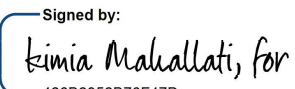
By: 
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Sharon Ranals, City Manager

ATTEST

By: 
5908B15FF63F418...
Rosa Govea Acosta, City Clerk



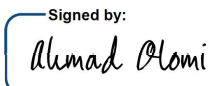
APPROVED AS TO FORM

By: 
42682932570F47D...
Sky Woodruff, City Attorney Kimia Mahallati, for

CONTRACTOR:

HP COMMUNICATIONS, INC.

(If Contractor is an individual, so state. If Contractor is a Corporation, a corporate seal or signatures of the President or Vice President and the Secretary Treasurer are required).

By: 
07C614F624954C8...
Ahmad Olomi, Executive Vice President

By: 
BE9D2D7F637A433...
Bree Mendoza, Financial Controller

CITY OF SOUTH SAN FRANCISCO

Bond No. 4467277

Premium included in performance bond

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HP Communications Inc
(Name, Address, Telephone No.)
13341 Temescal Canyon Rd, Corona, CA 92883/ (951) 572-1200

as Principal, and Markel Insurance Company
(Name, Address, Telephone No.)
4521 Highwoods Parkway, Glen Allen, VA 23060 (800) 431-1270 Ext 3888

a Corporation, incorporated, organized and existing under the laws of the State of ~~California~~ ^{Illinois}, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

1. The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and Custodian of the Unemployment Fund of said State;
2. The City of South San Francisco, California;
3. Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned;
4. Any and all material men/women, persons, companies, firms, associations, or corporations supplying or furnishing any materials, provisions, provender, transportation, appliances, or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made, or performed under said contract or agreement.
5. Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements, or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
6. Any and all persons, companies, firms, associations, or corporations who supply both work and materials; and whose claim has not been paid by the Principal, or the sub-contractors of the Principal, in the full and just sum of Nine Hundred Ninety Eight Thousand Five Hundred Eighty One and 40/100 dollars (\$ 998,581.40), lawful money of the United States of America, equal to at least One Hundred Percent (100%) of the contract price for the work hereinafter mentioned, for the payment of which well and truly to be made, the Principal and the Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such, that, whereas the Principal has entered into or is about to enter into a certain written contract or agreement, dated as of the 2 day of October, 20 24 with the City of South San Francisco, for the **2024 BROADBAND FIBER-OPTIC NETWORK PROJECT, PROJECT NO. PF2210, BID NO. 2697,**

NOW, THEREFORE, if the Principal, or any of his, hers, its, or their sub-contractors, under said contract or agreement fail(s) to pay:

1. For any materials, provisions, provender, transportation, appliances, or power, or other supplies, or
2. For the hire of any teams, equipment, implements, or machinery; or
3. For any work or labor supplied, furnished, provided, used, done, or performed in, upon, for, or about or in connection with the said work or improvement; or
4. For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, the Surety will, and does hereby agree to, pay reasonable attorneys' fees, to be fixed and awarded by the Court and taxed as costs, and included in the judgement therein rendered.

This bond shall, and it is hereby made to, inure to the benefit of any and all persons entitled to file claims under Section 9100 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Title 3 of Part 6 of Division 4 of the Civil Code, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

Executed, sealed, and dated at South San Francisco, California, this 2nd day of October, 20 24.

Principal: HP Communications Inc.

By: Brenda Mendez

Title: FINANCIAL CONTROLLER

and By: Ahmad Olomi
Signed by: 07C614F624954C8...

Title: Ahmad Olomi Executive VP
Principal

Surety: Markel Insurance Company

By: Leona Evangelista

Title: Leona Evangelista, Attorney-in-Fact
Surety

Seal (if corporation):

Seal:



The foregoing bond is hereby approved by me as to form.

Signed by:

426B2952B76F47D...
City Attorney

The foregoing bond is hereby approved by me as to surety.

DocuSigned by:

8A40B2F441FD4BA...
City Manager

Seal:



ATTEST:

DocuSigned by:

5908B15FF63F418...
City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

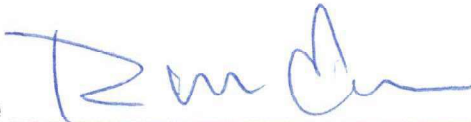
On OCT 02 2024 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

personally appeared Leona Evangelista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Luran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

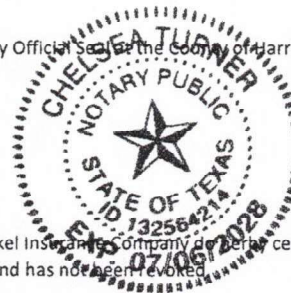
By:

Lirdey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner

Chelsea Turner, Notary Public

My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of October, 2024.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

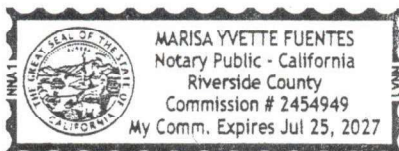
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of RIVERSIDE)
 On 10/3/24 before me, MARISA FUENTES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared BREE D. MENDOZA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marisa Fuentes
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CITY OF SOUTH SAN FRANCISCO

Bond No. 4467277

Premium: \$12,482.00 is for the contract term and is subject to adjustment based on final contract price

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HP Communications Inc.

(Name, Address, Telephone No.)

13341 Temescal Canyon Rd, Corona, CA 92883/ (951) 572-1200

as Principal, and Markel Insurance Company

(Name, Address, Telephone No.)

4521 Highwoods Parkway, Glen Allen, VA 23060 (800) 431-1270 Ext 3888

a Corporation, incorporated, organized, and existing under the laws of the State of ~~California~~ ^{Illinois}, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of South San Francisco, a municipal corporation, located in the County of San Mateo, State of California, in the full and just sum of Nine Hundred Ninety Eight Thousand Five Hundred Eighty One and 40/100 dollars (\$ 998,581.40), lawful money of the United States of America, for the payment of which sum, well and truly to be made, equal to at least One Hundred Percent (100%) of the contract price for the work hereinafter mentioned, we bind ourselves and our respective heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that, whereas, the Principal has entered into, or is about to enter into, a certain written contract or agreement, dated as of this 2 day of 10, 20 24 with the City of South San Francisco, for **2024 BROADBAND FIBER-OPTIC NETWORK PROJECT, PROJECT NO. PF2210, BID NO. 2697**, all as is more specifically set forth in said contract or agreement, a fully, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

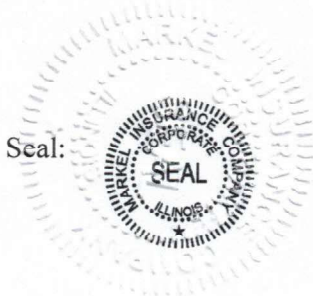
NOW, THEREFORE, if the Principal shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by the Principal, as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect.

The Surety, for value received, hereby stipulates, and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under this bond; and does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item(s) of performance required therein or thereunder.

In the event the suit, the action, or proceeding is instituted to recover on this bond or obligation, the Surety will pay, and does hereby agree to pay, as attorneys' fees for the City, such sum as the Court in any such suit, action, or proceeding, may adjudge reasonable.

Executed, sealed, and dated at South San Francisco, California, this 2nd
day of October, 20 24.

Seal (if corporation):



Principal: HP Communications Inc.

By: B. ...

Title: FINANCIAL CONTROLLER

and By: Signed by: Ahmad Olomi
07C614F624954C8...

Title: Ahmad Olomi Executive VP

Principal

Surety: Markel Insurance Company

By: Leona Evangelista

Title: Leona Evangelista, Attorney-in-Fact
Surety

The foregoing bond is hereby approved by me as to form.

Signed by: Kimia Mahallati, for
426B2952B76F47D...
City Attorney

The foregoing bond is hereby approved by me as to surety.

DocuSigned by: SHARON RAMOS
8A40B2F441FD4BA...
City Manager

Seal:



ATTEST:

DocuSigned by: Rosa Gomez Acosta
3908B15FF63F418...
City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

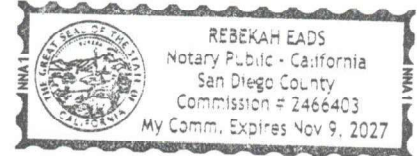
On OCT 02 2024 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

personally appeared Leona Evangelista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Lauran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By: _____

Michael C. Keimig, President



Markel Insurance Company

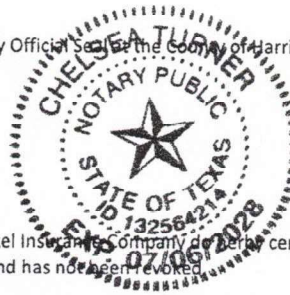
By: _____

Lirdey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By: _____

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of October, 2024.

SureTec Insurance Company

By: _____

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____

Andrew Marquis, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of RIVERSIDE)
 On 10/3/24 before me, MARISA FUENTES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared BREE D. MENDOZA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marisa Fuentes
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Bond No: 4467277

GUARANTY BOND
(Amount shall equal 100% of the total construction cost)

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

**GUARANTEE FOR: 2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697,**

CONTRACTOR (Name and Address):

HP Communications Inc.

13341 Temescal Canyon Rd, Corona, CA 92883/ (951) 572-1200

SURETY (Name and Address of Principal Place of Business):

Markel Insurance Company

4521 Highwoods Parkway, Glen Allen, VA 23060 (800) 431-1270 Ext 3888

OWNER

City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

CONSTRUCTION CONTRACT

Date: October 2, 2024

Amount: Nine Hundred Ninety Eight Thousand Five Hundred Eighty One and 40/100 (\$998,581.40)

Project (Name and Location): **2024 BROADBAND FIBER-OPTIC NETWORK PROJECT, PROJECT
NO. PF2210, BID NO. 2697,**

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

CONTRACTOR AS PRINCIPAL

SURETY

Company: HP Communications Inc. (Corp. Seal)

Company: Markel Insurance Company (Corp. Seal)

Signature: Ahmad Olomi

Signature: Leona Evangelista

Name and Title: Ahmad Olomi

Executive VP

Name and Title: Leona Evangelista, Attorney-in-Fact



GUARANTY BOND
PAGE 2

We hereby guarantee that all work performed for the Contract Documents entitled: **2024 BROADBAND FIBER-OPTIC NETWORK PROJECT, PROJECT NO. PF2210, BID NO. 2697**, which we have constructed in accordance with the Contract Documents, and that the work as constructed will fulfill the requirements of CONTRACTOR's general warranty and guaranties included in the Contract Documents. We agree to perform all work necessary to correct deficiencies, errors, or omissions in the workmanship or materials within a period of one (1) year from the date of final acceptance of the above-named work by the OWNER, pursuant to paragraph Special Provisions, without any expense whatsoever to said OWNER, ordinary wear and unusual abuse excepted.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by OWNER.

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

In the event of our failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing by the OWNER, we collectively or separately, do hereby authorize the OWNER to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand, or deducted from the guaranty bond required and specified in the contract documents. When correction work is started, it shall be carried through to completion.

DATED: October 2, 2024

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

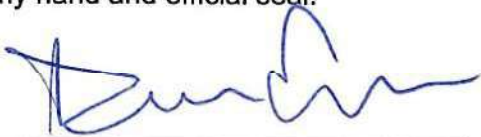
State of California
County of San Diego)

On OCT 02 2024 before me, Rebekah Eads
(insert name and title of the officer)

personally appeared Leona Evangelista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Lauran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keating, President



Markel Insurance Company

By:

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, in the County of Harris, the day and year first above written.



By:

Chelsea Turner

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of October, 2024.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186 License#: 0H18131 HPCOMMU1	CONTACT NAME: Gloria Bell PHONE (A/C, No, Ext): 858-242-5779 FAX (A/C, No): 858-452-7530 E-MAIL ADDRESS: Gloria.Bell@MarshMMA.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER D : Atlantic Specialty Insurance Company</td> <td style="text-align: center;">27154</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : The Continental Insurance Company	35289	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Atlantic Specialty Insurance Company	27154	INSURER E :		INSURER F :	
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INSURER D : Atlantic Specialty Insurance Company	27154														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1341313231

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded: 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CGS745990904	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ \$10k Ded.	Y	Y	CAS742915801	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ See Attached for PROPERTY DAMAGE (Per accident) \$ Hired Auto \$ Physical damage
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6072189359	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	CWG745990804	7/15/2024	7/15/2025	☒ PER STATUTE ☐ OTH-ER Deductible: N/A E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment Floater - ACV			7100336610011	7/15/2024	7/15/2025	Scheduled: \$7,134,389 Rented: \$200,000 Item Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BROADBAND FIBER-OPTIC NETWORK PROJECT; PROJECT NO. PF2210; BID NO. 2697.

City of South San Francisco, its elective and appointive boards, commissions, officers, agents, employees are included as additional insured per the attached. Coverage is primary and non-contributory. Waiver of subrogation applies. Notice of cancellation applies per the attached. Excess/Umbrella Liability policy Follows Form on the General Liability, Auto Liability and/or Employers Liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of South San Francisco
 400 Grand Ave
 South San Francisco CA 94080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED HP Communications Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability

ADDITIONAL COVERAGE

Professional Liability

Carrier: Berkley Assurance Company
Policy #: PCADB50253960724
Term: 7/15/24 - 7/15/25
\$5,000,000 Each Claim Limit / \$5,000,000 Aggregate
\$25,000 Deductible Each Claim

Pollution Coverage

Carrier: Berkley Assurance Company
Policy #: PCADB50253960724
Term: 7/15/24 - 7/15/25
\$10,000,000 Each Claim Limit / \$10,000,000 Aggregate
\$50,000 Deductible Each Claim

Crime Coverage

Carrier: Travelers Cas & Surety Co of America
Policy #: 105983294
Term: 7/15/24 - 7/15/25
Employee Theft of Client Property: \$1,000,000; \$10,000 Retention
Fiduciary Limit: \$1,000,000; \$0 Retention

Installation Floater / Property Coverage

Carrier: Atlantic Specialty Insurance Company
Policy #: 7100336610011
Term: 7/15/24 - 7/15/25
Actual Cash Value
\$2,000,000 Limit w/ \$2,500 Deductible
Business Personal Property Coverage: \$556,600 Limit w/ \$1,000 Deductible
Business Interruption / Extra Expense Coverage: \$500,000 Limit

Cyber Liability

Carrier: Travelers Excess and Surplus Lines Company
Policy #: CYB10807181400
Term: 7/15/24 - 7/15/25
Aggregate Limit: \$1,000,000
Retention: \$25,000

Auto

Hired Auto Physical Damage (Comp. & Collision): \$100,000 Limit
Comp. Deductible: \$2,500; Collision Deductible: \$2,500
Hired / Borrowed Auto Liability: \$1,000,000 Limit
Non-Owned Auto Liability: \$1,000,000 Limit

Employment Practices Liability Insurance

Carrier: Associated Industries Insurance Co., Inc.
Policy #: ANV115282A
Term: 7/15/24 - 7/15/25
\$1,000,000 Limit
\$100,000 Deductible
Claims Made Policy
Prior and Pending Date: 7/25/2017

INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

**COMMERCIAL AUTO
CA 04 49 11 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

INSURED: HP Communications Inc.

POLICY #: CWG745990804

POLICY PERIOD: 07/15/2024

TO 07/15/2025

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ALL PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED HAS AGREED, BY WRITTEN CONTRACT EXECUTED PRIOR TO THE DATE OF THE OCCURRENCE, TO WAIVE RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:	Number of Days Advanced Notice of Cancellation:
--	--

City of South San Francisco
400 Grand Ave

South San Francisco, CA 94080

All other terms and conditions of the Policy remain unchanged.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:	Number of Days Advanced Notice of Cancellation:
--	--

City of South San Francisco
400 Grand Ave

South San Francisco, CA 94080

All other terms and conditions of the Policy remain unchanged.

INSURED: HP Communications Inc.

POLICY #: CAS742915801

POLICY PERIOD: 07/15/2024

TO 07/15/2025

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HP Communications Inc.
Endorsement Effective Date: 07/15/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Where required by written contract or agreement executed prior to loss (except where not permitted by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

Where required by written contract

All other terms and conditions of this policy remain unchanged.

TAXABLE YEAR

CALIFORNIA FORM

2024 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

Payee Information

Name

HP Communications, Inc.

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

33-0810391

Address (apt./ste., room)

13341 Temescal Canyon Rd

City (If you have a foreign address, see instructions.)

Corona

State ZIP code

CA 92883

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

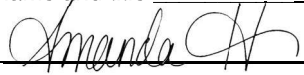
☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Amanda Hukkanen, Corporate Operations Administrator Telephone (951) 572-1200Payee's signature ►  Date 10/1/2024

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
HP Communications, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
13341 Temescal Canyon Rd
6 City, state, and ZIP code
Corona, CA 92883
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
- - - - -
or
Employer identification number
3 3 - 0 8 1 0 3 9 1

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person
Date 10/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

01/2022	CITY OF SOUTH SAN FRANCISCO Vendor Verification Form		
TYPE OR PRINT INFORMATION CLEARLY			
Legal Name of Company (as recorded with the IRS) <u>HP Communications, Inc.</u>		Doing Business as (DBA) if applicable: _____	
Physical Address: (required) <u>13341 Temescal Canyon Rd</u> Number Street Name <u>Corona, CA 92883</u> City, State and Zip Code		Remittance address (if different from address): _____ Number Street Name _____ City, State and Zip Code	
Business Phone <u>(951) 572-1200</u>		Fax _____	
Principal Contact: <u>Dustin Stier</u>			
Business Phone: <u>(951) 805-2440</u> Email address: <u>Dustin.Stier@hpcomminc.com</u>			
Taxpayer Identification Number <u>33-0810391</u> _____		EXEMPTION: Exempt from 1099 Reporting? ☐ Y ☒ N If Yes, select from qualifying exemption reason below: ☐ Corporation except there is no exemption for medical, healthcare & legal service payments ☐ Tax Exempt Charity under 501 (C)(3) ☐ The United States or any of its agencies ☒ Other: _____	
Type of merchandise/Service Business Provided: <u>Communications construction</u>			
You will not be added to the vendor database without the W-9 form. A copy of the Form W-9 is available on the IRS website at: https://www.irs.gov/pub/irs-pdf/fw9.pdf .			
Sign Here:	<u>Amanda Hukkanen, Corp Ops Admin</u> Printed name and title		<u>10/01/2024</u> Date
- For vendors: Please return completed forms to your South San Francisco representative for approval. - S.S.F. Staffs: Please review and send forms including W9 to newvendor@ssf.net			
Finance Use only:	New Vendor number: _____		
	Date Received: _____ W-9 Form attached: _____		

NOT TRANSFERABLE

PLEASE POST IN A CONSPICUOUS PLACE

FOR PERIOD 1/1/2024 TO 12/31/2024

PROPRIETOR'S NAME

LOCATION **13341 TEMESCAL CANYON RD**
 CORONA, CA 92883

BUSINESS NAME AND ADDRESS

HP COMMUNICATIONS, INC
13341 TEMESCAL CANYON ROAD
CORONA, CA 92883



CITY OF SOUTH SAN FRANCISCO

BUSINESS LICENSE

400 Grand Avenue

P.O. Box 711

South San Francisco, CA 94083

BUSINESS LICENSE NO **098902**

TYPE OF BUSINESS

SUB CONTRACTOR CLASS C 6620

The named licensee is granted this business license pursuant to Title 6 of the SSF Municipal Code. Business license issuance is not an endorsement nor certification of compliance with other City requirements. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California.

CITY OF SOUTH SAN FRANCISCO

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2201, BID NO. 2697



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2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

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2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

PROPOSAL

CITY OF SOUTH SAN FRANCISCO

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2201, BID NO. 2697
SOUTH SAN FRANCISCO, CALIFORNIA

This Bid is Submitted By:

HP Communications, Inc.

Name of Prime Contractor Submitting Bid (Please print clearly)

Dustin Stier

Name of Representative Submitting Bid (Please print clearly)

08/27/2024

Date

To the Honorable City Council
City of South San Francisco

In submitting this proposal as herein described, the undersigned as a bidder, declares that he or she has thoroughly examined all of the contract documents herein contained in the addenda; that he or she has carefully examined the locations of the proposed work, the plans and specifications for the **2024 BROADBAND FIBER-OPTIC NETWORK PROJECT, PROJECT NO. PF2210, BID NO. 2697**, and hereby proposes to furnish all materials and do all work necessary and/or required to complete the work in accordance with the plans, special provisions, and specifications for the lump sum prices or bid prices set forth in the schedule below and forming a part of this proposal.

Bidder also declares that they have visited the site and become familiar with and satisfied themselves as to the surface and sub-surface general, local, and site conditions that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all on-site conditions and all drawings of physical conditions in or relating to existing surface or subsurface structures at the site, including the existing site conditions.

By submitting this Bid, the bidder acknowledges, and is fully aware, that all site-work construction inspections on this project shall be coursed through the City of South San Francisco, DPW Engineering Division (“Division”). The Division shall perform all necessary site-work inspections on the project pursuant to the City’s local ordinance, standards for public improvements and the projects special and technical specifications.

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

Bidder is familiar with and has satisfied itself as to all State, and local laws and regulations and permits that may affect cost, progress and performance of the work.

The undersigned further proposes that if this proposal is accepted, he or she will execute a contract with the City of South San Francisco, in the form of Agreement for Public Improvements to furnish all materials, to provide a superintendent and all labor, equipment and expenses of whatever nature necessary to construct the work in conformity with the plan, specifications, and other contract provisions herein contained, or reasonably implied as necessary to complete the work in a manner satisfactory to the City Engineer.

Bids must be for the entire work. The estimated quantities are given only for the purpose of comparing of bids. The City of South San Francisco does not expressly or by implication agree that the actual amount of work will correspond with these quantities and reserves the right to increase or decrease the amount of any class or portion of the work or omit portions of the work, as it may deem necessary or desirable.

For each bid item, the bidder shall set forth, via the electronic pricing table found within OpenGov Procurement, the item price. In the case of unit-priced items, the amount set forth under the total column shall be the extension of the unit-price bid for the estimated quantity for the item.

The City reserves the right to reject any and all proposals and/or waive any irregularity in any proposal received. Unless otherwise required by law, no bidder may withdraw his proposal for a period of ninety (90) calendar days after the date set for receipt thereof.

Complete bids shall be submitted for all items on the Base Bid Schedule, and Bid Alternate A Schedule. Failure to bid an item may be just cause for considering the bid as non-responsive. The basis of the award shall be the lowest responsible bidder on the Total Base Bid Schedule Price, consisting of the sum of the Base Bid Schedule. The City reserves the right to reject any or all Base Bids. It is the City's sole discretion to add, or not add, the Bid Alternative A Schedule to the Base Bid contract.

A bidder's bond, certified check or cash in the amount of ten percent (10%) of the sum Total Base Bid Schedule Price, payable to the City of South San Francisco, shall accompany the bid proposal, otherwise the bid shall not be considered valid. All forms shall be completely filled out, signed and dated as indicated. All completed forms shall be submitted with this proposal.

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

The following forms shall be completed and submitted with this proposal:

_____ Cost Proposal (electronic pricing online)
_____ Proposal
_____ Company Profile/Information
_____ References for Prime Contractor/Bidder
_____ Designation of Subcontractors
_____ Workers Compensation Certification
_____ Non-Collusion Declaration
_____ Debarment & Suspension Certification
_____ Certificate of Non-Discrimination
_____ Bid Protests
_____ Bid Security in the form of a bidder's bond, certified check, or cash

Bidder Acknowledges receipt of the following Addenda:

No. N/A Dated: N/A
No. _____ Dated: _____
No. _____ Dated: _____

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) days, not including Saturdays, Sundays, and holidays, after having received notice that the contract is ready for signature, the proceeds of the check, cash or bond accompanying this bid shall become the property of the City of South San Francisco.



Area Manager, Bay Area

Signature and Title of Authorized Representative of Submitting Bid

HP Communications, Inc.

Bidder Company Name

752762

Bidder Contractors License Number

13341 Temescal Canyon Rd. Corona, CA 92883

Bidder Business Address

08/27/2024

Date

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

BASE BID SCHEDULE

Perform the scope of work for **2024 BROADBAND FIBER-OPTIC NETWORK, PROJECT NO. PF2210, BID NO. 2697**, in place, and in accordance with the plans and specifications.

BASE BID SCHEDULE				HP Communications, Inc	
				1	\$998,581.40
Line Item	Description	Qty	UOM	Unit Cost	Total
BASE BID SCHEDULE					
1	Mobilization and Demobilization	1	LS	\$25,000.00	\$25,000.00
2	Traffic Regulation and Construction Area Signs	1	LS	\$35,000.00	\$35,000.00
3	Furnish and Install 2-2" Conduit (Intercept Duct Bank)	130	LF	\$300.00	\$39,000.00
4	Furnish and Install 3" Conduit	535	LF	\$300.00	\$160,500.00
5	Furnish and Install 3/4" Indoor conduit	200	LF	\$8.33	\$1,666.00
6	Furnish and Install 288-strand SMFO Cable	11430	LF	\$29.79	\$340,499.70
7	Furnish and Install 48-strand SMFO Cable (Plenum-rated)	535	LF	\$12.54	\$6,708.90
8	Furnish and Install 12-strand SMFO Cable	1440	LF	\$4.72	\$6,796.80
9	Furnish and Install 12-strand SMFO Cable (Plenum-rated)	200	LF	\$7.00	\$1,400.00
10	Furnish and Install No. 6E Pullbox	2	EA	\$6,000.00	\$12,000.00
11	Furnish and Install Fiber Optic Splice Vault	3	EA	\$13,750.00	\$41,250.00
12	Furnish and Install Manhole	4	EA	\$28,000.00	\$112,000.00
13	Furnish and Install Splice Closure	4	EA	\$3,500.00	\$14,000.00
14	Furnish and Install 12-Port Fiber Termination Panel and Patch Cords	4	EA	\$3,500.00	\$14,000.00
15	Furnish and Install 48-Port Fiber Termination Panel and Patch Cords	1	EA	\$6,260.00	\$6,260.00
16	Make and Test Fiber Splices and Terminations	88	EA	\$350.00	\$30,800.00
17	Furnish and Install Fiber Optic Conduit Intercept Manhole (Revokable)	2	EA	\$15,000.00	\$30,000.00
18	HMA Grind and Overlay	2095	SF	\$22.00	\$46,090.00
19	Minor Concrete (Sidewalk)	710	SF	\$52.00	\$36,920.00
20	Minor Concrete (Curb and Gutter)	114	LF	\$85.00	\$9,690.00
21	Restore Striping	1	LS	\$9,000.00	\$9,000.00
22	Permit Fees (Allowance - Pre-Set at \$20,000)	1	LS	\$20,000.00	\$20,000.00
Base Bid Schedule Total					\$998,581.40

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

COMPANY PROFILE/INFORMATION

Bidder's Name (Business/Firm Name): HP Communications, Inc.

Business/Firm Address: 13341 Temescal Canyon Rd. Corona, CA 92883

Telephone Number: (951) 572-1200 Fax Number: (951) 572-1201

E-Mail Address: dustin.stier@hpcomminc.com

Type of Business: Individual () Partnership () Corporation (X)

Corporation organized under the laws of the State of California

Contractors License Number: 752762 State: CA

Classification: A, C-7, C-10, C-31 Expiration Date: 08/31/2026

DIR Registration No.: 1000015920 Expiration Date: 06/30/2026

SAM - Unique Entity Identifier (UEI) No.: EU41ZYLNZWP5 Expiration Date: 04/02/2025

If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is part of a partnership, the true name of the firm shall be set forth together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her legal name shall be set forth.

NAME/S AND TITLES OF ALL OFFICERS IN THE FIRM

Nicholas Goldmann, President

Ahmad Olomi, Executive Vice President

Chris Price, Vice President of Operations

Bree Mendoza, Financial Controller

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

REFERENCES FOR PRIME CONTRACTOR/BIDDER

Company Name and Address	Contact Person and Phone Number	Type of Work	Contract Amount
Cityside Networks 100 Spectrum Center Dr Suite 500 Irvine, CA 92618	Contact: Rod Hanson Title: CEO Phone: 1-949-779-2762	Tustin City FTTH	\$35M
Race Communications 1325 Howard Ave. #604 Burlingame, CA 94010	Contact: Raul Alcaraz Title: Race Team Member Phone: 1-415-994-9400	Phelan FTTH	\$50M
American Dark Fiber 11110 Ohio Ave. Suite 111 Los Angeles, CA 90025	Contact: Dave Daigle Title: CEO Phone: 1-310-312-1818	9 Data Center Build in DTLA	\$10M
Verizon Buisness 17642 Armstrong Ave Irvine, CA 92614	Contact: Craig Robinson Title: Sr. Manager Phone: 1-714-863-2709	Core Fiber Build and Network Extensions	\$500M
Lumen Technologies 100 Centurylink Dr Monroe, LA 71203	Contact: Jerry Poplin Title: Construction Manager Phone: 1-918-521-6661	Long Haul Fiber Construction & Installation	\$25M

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

DESIGNATION OF SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive, of the Government Code of the State of California, the Contractor shall not, without the consent of the City of South San Francisco, either:

- (a) Substitute any person or subcontractors in place of the subcontractors designated in his or her original bid.
- (b) Permit any subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- (c) Sublet or subcontract any portion of the work in excess of one-half (½) of the one percent (1%) of his bid as to which his original bid did not designate a subcontractor.

Should the Contractor violate any of the provisions of said Government Code Sections 4100 to 4113, inclusive, his or her so doing shall be deemed a violation of this Contract, and the City may cancel the Contract. In the event of such violation, the Contractor may be penalized to the extent of ten percent (10%) of the amount of the subcontract involved.

Note: Not less than fifty percent (50%) of the contract work shall be done by the Prime Contractor, also typically referred to as the Bidder.

No.	Name of Sub-Contractor	License No. & Exp. Date	Description of Work
	Address of Sub-Contractor	Sub-Contractor DIR No.	\$ Amount / % of Work
1.	All American Paving	876509 04/30/2026	Asphalt and Concrete Restoration
	1735 Honeysuckle Way Dixon, CA 95620	PW-LR-1001159318	24% of Work
2.	Alta Concrete	1041723 07/31/2024	Asphalt and Concrete Restoration
	4062 Whitney Vista Ln. Rocklin, CA 95677	1000059741	24% of Work
3.	Heed Inc.	1108139 08/31/2025	Splicing
	1852 West 11th St. #325 Tracy, CA 95376	100027466	1% of Work

BIDDER:

Bree Mendoza
 Type or Print Name


 Signature

08/27/2024
 Date

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

WORKER'S COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

Date: 08/27/2024 Project Number: PF2210

Project Name: 2024 BROADBAND FIBER-OPTIC NETWORK PROJECT

Company Name: HP Communications, Inc.

Address: 13341 Temescal Canyon Rd. Corona, CA 92883

Print Name: Bree Mendoza

Title: Financial Controller

Signature: 

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

NONCOLLUSION DECLARATION

The undersigned declares:

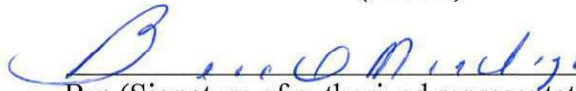
I am the Financial Controller [Insert Title] of HP Communications, Inc.,
[Insert name of company, corporation or joint venture] the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 27th [date],
at Corona [city], CA [state].

HP Communications, Inc.
(Bidder)


By: (Signature of authorized representative of Bidder)

Bree Mendoza
(Type Name)

Financial Controller
(Title)

08/27/2024
(Date)

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 48, CODE OF FEDERAL REGULATIONS, PART 9, SUBPART 9.4

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, state, or local agency;
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal, state, or local 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 exceptions noted above, indicate below to whom they apply, the initiating agency, and the dates of action(s).

Note: 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.

Name of Prime Contractor Representative Bidding: Bree Mendoza

Signature of Prime Contractor Representative Bidding: 

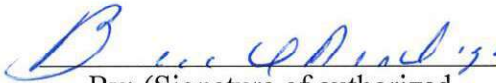
Date: 08/27/2024

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
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CERTIFICATE OF NON-DISCRIMINATION

"ON BEHALF OF the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, or national origin; that all Federal, State and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively."

HP Communications, Inc.
(Bidder)


By: (Signature of authorized
representative of Bidder)

Bree Mendoza
(Type Name)

Financial Controller
(Title)

08/27/2024
(Date)

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

BID PROTESTS

Any protest of the proposed award of Contract to the Bidder with the lowest responsible bid must be submitted in writing to the Office of the City Engineer, 315 Maple Avenue, South San Francisco, California, 94080, no later than 5 p.m. of the third (3rd) business day following the date of the Bid Opening ("Bid Protest Deadline"). Email is not an acceptable form for a bid protest submission. All protests shall comply with the following procedures:

1. To be eligible to submit a bid protest, the party filing the protest must have actually submitted a bid on the Project. A subcontractor or supplier of a party filing a bid on this Project is not eligible to submit a bid protest. A party may not rely on the bid protest submitted by another Bidder, but must pursue its own protest in a timely manner as set forth herein.
2. The bid protest must be accompanied by a non-refundable bid protest filing fee in the amount of \$2,000.00 in the form of a cashier's check or certified check made out to "City of South San Francisco." A protest that is submitted without this filing fee will be returned without further action or consideration.
3. The bid protest must contain a complete statement of the basis for the protest, as well as all documentation supporting or justifying the protest. The bid protest must refer to the specific portions of the Contract Documents upon which the protest is based. The bid protest must be notarized and signed under penalty of perjury. Material submitted after the Bid Protest Deadline will not be considered.
4. The protest must state the facts and refer to the specific portion of the document(s) or specifications or the specific statute that form the basis for the protest. The protest must include the name, address, email address, and telephone number of the person representing the protesting party, and the address to which notices should be directed.
5. The party filing the protest must concurrently transmit a copy of the initial protest to the Bidder who is the subject of the protest.
6. The Protested Bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m. two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner.
7. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or initiation of any other legal proceedings.

2024 BROADBAND FIBER OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

8. The City shall review all timely protests prior to formal award of the Contract. At the time of the City Council's consideration of the award of the Contract, the City Council may also consider the merits of any timely protests. The City Council may either accept the protest and award the Contract to the next lowest responsive and responsible Bidder, or reject the protest and award to the lowest responsive and responsible Bidder.
9. These bid protest procedures shall not limit the City Council's ability to reject all bids.

Name of Prime Contractor Submitting Bid: HP Communications, Inc.

Signature of Prime Contractor Submitting Bid: 

Date: 08/27/2024

CITY OF SOUTH SAN FRANCISCO

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
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NOTICE INVITING BIDS

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GENERAL CONDITIONS

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SECTION I

DEFINITION OF TERMS

1. **Bidder.** Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
2. **Calendar Day.** A calendar day shall be any day including all legal holidays, Saturdays, and Sundays.
3. **City.** The City of South San Francisco, State of California, acting through the City Council, or other duly authorized agents, for the purposes of management, inspection and acceptance.
4. **Contract, Contract Documents.** The written agreement covering the performance of the work. The complete contract includes the Agreement for Public Improvements, the Notice Inviting Bids, the proposal, plans, specifications, contract bonds, and all PLACs and supplemental agreements affecting the work.
5. **Contractor.** The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into the contract with the City, or the City's legal representative.
6. **Engineer or Works Engineer.** The duly appointed Engineer of the City of South San Francisco, acting directly or through properly authorized agents limited by the particular duties entrusted to them.
7. **Inspector.** The Inspector or Inspectors of the Engineer of the City of South San Francisco, limited by the particular duties entrusted to them.
8. **Job Site.** Area within the defined boundaries of a project. Also "work site" or "project site."
9. **Notice of Award.** Written notice from the City to the successful lowest responsive and responsible bidder stating that upon compliance with all contract prerequisites and conditions, the City will execute the Contract with that bidder for the Work.
10. **Notice to Proceed.** Written notice from the City to the Contractor setting a date on which Contract time will start and authorizing the Contractor to proceed with the Work.
11. **Plans.** The drawings, or reproduction thereof, approved by the Engineer, pertaining to the work, and made a part of the contract, including City's Standard Drawings and 2023 Caltrans' Standard Plans, as revised in the Revised Standard Plans dated January 22, 2024
12. **PLAC.** Permit, license, agreement or certification issued by an agency having jurisdiction at the job site.

13. Special Provisions. Specifications specific to the project. Special Provisions are comprised of the Special Conditions and the technical specifications.

14. Specifications. The information, directions, provisions, and requirements pertaining to the work, and contained herein including General Conditions, Special Conditions, Technical Specifications, those administrative subsections of State of California Department of Transportation Standard Specifications (State Standard Specifications) that are specifically referenced in this Contract and the non-administrative sections (Sections 10 through 96) of the 2023 State Standard Specifications.

15. State Standard Specifications. State of California Department of Transportation (Caltrans) Standard Specifications dated 2023.

16. Superintendent of Streets. The Engineer (Ex-officio Superintendent of Streets) of the City of South San Francisco, acting directly or through properly authorized agents.

17. The Work. The improvement, structure, project, or construction contemplated in the contract, the furnishing of all necessary labor, materials, tools and other devices, and the doing or performing by the Contractor of all things required to be done for the fulfillment of the contract as provided therein.

18. Working Day. A working day is defined as any day, except as follows:

A. Saturdays, Sundays and Legal Holidays;

B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations;

C. Days on which the Contractor is prevented, by reason of requirements in the traffic control section of the Special Provisions, from working on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on such controlling operation or operations;

D. Days on which the current controlling operation or operations are defined to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Engineer, which if delayed or prolonged, will delay the time of completion of the Work; or

E. Days which are Legal Holidays, as defined as those holidays observed by the City of South San Francisco as specified in the current Memorandum of Understanding (MOU) between the City of South San Francisco and the American Federation of State, County and Municipal Employees (AFSCME), Local 829, except that half holidays in the MOU shall be considered full holidays under the Contract.

SSF recognized Legal Holidays:

- New Year's Day
- MLK, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving (2 Days)
- Christmas Eve
- Christmas Day
- New Year's Eve

SECTION II

PROPOSAL REQUIREMENTS

1. General Information. Sealed proposals, addressed to the City Council of the City of South San Francisco, will be received by the Purchasing Officer and will be publicly opened and read at the time and place stated in the Notice Inviting Bids.

Any bid may be withdrawn at any time prior to the hour fixed in the Notice Inviting Bids for the opening of the bids provided that a request in writing, executed by the bidder or the bidder's duly authorized representative, for the withdrawal of such shall not prejudice the right of a bidder to file a new bid.

Bidder's signature on the Proposal is confirmation of an agreement to all certifications and statements submitted with the Proposal.

Attention is directed to the provisions in Section 2, "Bidding," of the State Standard Specifications for the requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

Attention is directed to the set of "Company Profile" instructions and forms in the Proposal. Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as called for in Contractor's Qualification Statement. Complete the Statement in ink and submit with the Bid.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

A. Responsive Bidder: A Bidder who has submitted a Bid which conforms in all material respects to the Proposal Requirements.

B. Responsible Bidder: A Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:

i. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;

ii. A record of integrity;

iii. A record of successful completion which is defined as: completion of a project within a reasonable time and budget;

iv. Qualified legally to contract with the City, and;

v. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

2. Proposal Form. The City will furnish to each bidder standardized proposal forms, which, when filled out and executed, shall be submitted as part of their bid. Bids

not presented on the standardized proposal forms so furnished may, in the City's sole discretion, be deemed non-responsive and rejected on that basis.

On all bid items for which bids are to be received on a unit price basis, the unit price for all items bid shall be shown for each bid item bid. The extended price (unit price multiplied by the number of units shown on the proposal form) will be automatically calculated. In the case of any discrepancy between the extended price for any bid item bid and the unit price, the unit price multiplied by the number of units shall prevail. In the event of any discrepancy between the total contract amount and the sum of the extended prices of all items, the sum of the extended prices of all items shall prevail.

The proposal shall set forth the item unit prices and totals, in clearly legible figures and words, in the respective spaces provided within the electronic bidding e-procurement portal. Bidder, shall fill in all unit prices in the proposal form as therein required.

The bidder shall also fill out all blanks in the standardized proposal forms for any alternative to the project proposed by the City; failure to do so may, in the City's sole discretion, result in the proposal being considered non-responsive and rejected on that basis.

3. Bid Prices to Cover Entire Work. Payment for the work done under this contract shall be as set forth on the Bidder's Proposal. Bidder shall include the entire cost of the work contemplated in the contract, as required by the plans and specifications, and it shall be understood and agreed that the cost of all labor, materials and equipment and all incidental expenses of whatever nature necessary to complete the Work is included.

Any part of the Work which is:

- A. not mentioned in the specifications but is shown on the plans
- B. not shown on the plans but described in the Specifications
- C. not shown in the plans nor described in the specifications but which is reasonably implied by either, or is necessary or usual in the performance of such work shall be performed as incidental work, without extra cost to the City, by the Contractor as if fully described in the specifications and shown on the plans, and the expense thereof shall be included in the total bid.

4. Examination of Plans, Specifications, and Work Site. The bidder must examine carefully the work site and the proposal forms, plans, and specifications for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

The City will not be responsible for any loss or unanticipated cost incurred by the Contractor as a result of the Contractor's failure to estimate in advance all conditions

pertaining to the Work, including underground facilities and sewers that may have to be relocated.

The bidder represents that he or she is fully qualified to perform this examination and review.

5. Proposal Guaranty. All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of South San Francisco, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, or certified check, or bidder's bond is enclosed therewith.

6. Rejection of Proposals Containing Alterations, Erasures, or Irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

7. Contractor's License.

For a federal-aid contract, the Bidder must be properly licensed as a contractor from contract award through contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

A. The Bidder must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)

B. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

Contractor must obtain a City of South San Francisco business license before contract award.

8. Subcontractors. Proposals shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). Pursuant to Section 4104 of said Act, bidder shall, in the bid set forth:

A. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, or ten thousand dollars (\$10,000), whichever is greater.

B. The portion of the Work, which will be done by each such subcontractor under this Act. The prime Contractor shall list only one subcontractor for each of such portions as is defined by the prime Contractor in the Contractor's bid.

9. By submission of a bid proposal, the Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the

Contractor , or any of its agent or representative to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

10. By submission of a bid proposal, the Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this Notice Inviting Bids. The Contractor also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this Notice Inviting Bids and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Contractor's business.

SECTION III

AWARD AND EXECUTION OF CONTRACT

1. Award of Contract. The City reserves the right to reject any and all proposals. The award of the contract, if it is awarded, will be to the lowest responsible and responsive bidder, and will be made within ninety (90) calendar days after the opening of the proposal. All bids will be compared on the basis of the Engineer's estimate of the quantities of the work to be done.

2. Return of Proposal Guaranties. Within ten (10) working days after the execution of the Contract, the City will return the proposal guaranties accompanying the proposals that are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompanied.

3. Bid Protests. Any protest of the proposed award of Contract to the Bidder with the lowest responsible bid must be submitted in writing to the Office of the City Engineer, 315 Maple Avenue, South San Francisco, California, 94080, no later than 5 p.m. of the third (3rd) business day following the date of the Bid Opening ("Bid Protest Deadline"). Email is not an acceptable form for a bid protest submission. All protests shall comply with the following procedures:

A. To be eligible to submit a bid protest, the party filing the protest must have actually submitted a bid on the Project. A subcontractor or supplier of a party filing a bid on this Project is not eligible to submit a bid protest. A party may not rely on the bid protest submitted by another Bidder, but must pursue its own protest in a timely manner as set forth herein.

B. The bid protest must be accompanied by a non-refundable bid protest filing fee in the amount of \$2,000.00 in the form of a cashier's check or certified check made out to "City of South San Francisco." A protest that is submitted without this filing fee will be returned without further action or consideration.

C. The bid protest must contain a complete statement of the basis for the protest, as well as all documentation supporting or justifying the protest. The bid protest must refer to the specific portions of the Contract Documents upon which the protest is based. The bid protest must be notarized and signed under penalty of perjury. Material submitted after the Bid Protest Deadline will not be considered.

D. The protest must state the facts and refer to the specific portion of the document(s) or specifications or the specific statute that form the basis for the protest. The protest must include the name, address, email address, and telephone number of the person representing the protesting party, and the address to which notices should be directed.

E. The party filing the protest must concurrently transmit a copy of the initial protest to the Bidder who is the subject of the protest.

F. The Protested Bidder may submit a written response to the protest, provided the response is received by City before 5 p.m. two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner.

G. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or initiation of any other legal proceedings.

H. The City will review all timely protests prior to formal award of the Contract. At the time of the City Council's consideration of the award of the Contract, the City Council may also consider the merits of any timely protests. The City Council may either accept the protest and award the Contract to the next lowest responsive and responsible Bidder, or reject the protest and award to the lowest responsive and responsible Bidder.

I. These bid protest procedures shall not limit the City Council's ability to reject all bids.

4. Contract Bonds. The bidder to whom the contract is awarded shall execute three bonds:

A. A performance bond satisfactory to the City for the faithful performance of the Work in a sum equal to the amount of the contract.

B. A payment bond securing the claims of persons employed by the Contractor and the claims of persons who furnish materials, supplies or equipment used or consumed by the Contractor in the performance of the Work. This bond shall be in a sum equal to the amount of the contract.

C. A guaranty bond satisfactory to the City for all of the work for one year from the date the City accepts the Work in a sum equal to 100% of the amount of the contract.

5. Liability Insurance Required. See "Insurance" section of the Agreement for Public Improvements.

6. Execution of Contract. The Contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) working days after the bidder has received the Notice of Award. Failure to execute the contract and file acceptable bonds within the specified time shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

SECTION IV

SCOPE OF WORK

1. Work to be Done. The work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery, except as otherwise specified, which are required to construct and put into complete order for use the Work described in the Notice Inviting Bids and the Contract Documents.

2. Safety Program.

A. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and to all requirements as set forth in the State of California Construction Safety Orders (CAL/OSHA). Within ten (10) working days following Notice of Award the Contractor must submit to the City a copy of the Contractor's Safety Plan.

B. Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in the safety program as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefor.

3. Removal of Obstructions. The Contract shall remove and dispose of all structures, debris, or other obstructions of any character to the Work to be performed.

If there is no bid item for removal of a particular obstruction or obstructions, payment for removal of the obstruction or obstructions is included in the payment for various other items of work.

4. City Directed Change Orders. The City may, at any time during the progress of the Work, direct any amendments to the Work or any of the Contract Documents. Such amendments shall in no way void the Contract, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule (if such amendments affect the Project schedule), or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section IV.

5. Alterations. Subject to the provisions of Sections 4-1.05 "Changes and Extra Work" and 9-1.06 "Changed Quantity Payment Adjustments" of the State Standard Specifications and unless otherwise specified, the City reserves the right to increase or decrease the quantity of any item or portion of the Work or to omit portions of the Work as may be deemed necessary or advisable by the Engineer, also to make such alterations or deviations, additions to, or omissions from the plans and specifications, as may be determined during the progress of the Work to be necessary and advisable for the proper completion thereof. Upon written order of the Engineer, the Contractor shall proceed with the Work as increased, decreased or altered.

No allowance will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

6. Contractor Proposed Change Orders. The Contractor shall submit proposed changes to the Engineer at least 15 working days before the proposed change.

7. All Change Orders. All change orders or amendments to Contract Documents must be approved by the Engineer prior to the change or amendment and must be evidenced by a writing executed by authorized representatives of the City and the Contractor. The Engineer is expressly authorized to execute change orders and/or amendments to the Work and/or Contract Documents on behalf of the City. All change order proposals must specify any change in the project schedule, or any project milestone, including the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including the Time for Completion, may be accomplished by the Time for Completion then in effect.

8. Change Order Pricing. Change order pricing for all change orders, whether additive, deductive, or both, will be governed by the following:

A. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices subject to the provisions of section 9-1.06 "Changed Quantity Payment Adjustments" of the State Standard Specifications.

B. Cost impacts involving items for which the Contract Documents do not specify prices, charges or credits will be paid on a time and materials basis in accordance with the following. All costs listed in this Subsection (b) will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified below, and no additional compensation for such cost impacts will be allowed:

(1) Labor. The Contractor will be paid the cost of labor for workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the work, plus a fixed mark up of 15% of such labor cost.

(2) Materials. Materials costs will be the direct costs for materials actually exhausted, consumed, or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs.

(3) Equipment. All equipment used will be paid in accordance with the established rates for equipment rental in the Contract Documents, plus a fixed markup of 10% of each such equipment rates.

(4) Subcontractors. The Contractor will be paid the cost of Subcontractors plus a fixed markup of 5%. The additional 5% 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.

9. Liability for Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that is/are retained pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed according to the terms of this Section IV. The Contractor shall have all of the obligations and the City will have all of the rights and remedies that are specified in these Contract Documents concerning any work or resulting losses, costs, or liabilities pursuant to an unapproved Contractor-proposed change order.

10. Change Order Disputes.

A. Disputed City-Directed Change Orders. If the Contractor disputes a City-directed change order following a reasonable effort by the City and the Contractor to resolve the dispute, including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City-directed change order, whichever is later. In performing work consistent with a disputed City-directed change order pursuant to this provision, the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

B. Disputed Contractor-Proposed Change Orders. If the City disputes a Contractor-proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute, the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

11. Cleanup

A. Do not allow the site of the work to become littered with trash and waste material, and maintain the same in a neat and orderly condition every day, throughout the construction period. The Engineer shall have the right to determine whether the material stored is rubbish and the manner of its disposal.

B. Sidewalks, street area, parking (planting) strips and driveway approaches shall be kept reasonably clean at all times during construction and shall

be completely and carefully cleaned after the work has progressed beyond the immediate vicinity, to the satisfaction of the Engineer.

C. Upon completion and before making application for acceptance of the work, the Contractor shall clean the area occupied by him in connection with the work. The job site and surrounding areas shall be left in a neat and presentable condition.

D. All rubbish, excess materials, temporary structures, excess asphalt concrete and other materials and equipment shall be removed from the job site. Each street worked on each day shall be power broomed and all waste shall be properly disposed off site.

E. All temporary striping and marking shall be removed prior to final inspection.

SECTION V

CONTROL OF WORK

1. Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and he shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The City's failure to enforce a Contract part does not waive enforcement of any Contract provision.

Contractor shall be responsible for all aspects of Quality Control and provide Quality Control sampling, testing and verification in accordance with their Quality Control Plan(s) as outlined in the 2023 Caltrans Standard Specifications.

City will provide Quality Assurance according to the Quality Assurance Program (QAP).

2. Conformity with Plans. Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans.

3. Coordination of Contract Components.

The contract components A-F and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work.

- A. Part I – Proposal (as accepted) and the executed Agreement
- B. Part II – General Conditions
- C. Part III – Special Provisions: Special Conditions and Technical Specifications, including State Standard Specifications dated 2023, sections 10-99.
- D. Part IV – Project Plans, approved 07/26/2024
- E. Administrative subsections of the State Standard Specifications dated 2023, as specifically referenced in contract Parts I-IV.

4. Contract Component Order of Precedence. If there is any conflict between the requirements of the various contract components, the following shall be the order of precedence (in order from highest precedence to lowest):

- A. Permits, Licenses, Agreements and Certifications
- B. Agreement for Public Improvements
- C. Notice to Bidders

- D. Special Provisions
- E. City General Conditions
- F. Project Plans
- G. City of SSF Standards for Public Improvements
- H. Revised State Standard Specifications
- I. State Standard Specifications
- J. Revised State Standard Plans
- K. State Standard Plans
- L. Supplemental project information

Written numbers and notes on a drawing govern over graphics

A detail drawing governs over a general drawing

A detail specification governs over a general specification

A specification in a section governs over a specification referenced by that section

5. Interpretation of Plans and Specifications. Should it appear that the work to be done or any matter relative thereto are not sufficiently detailed or explained in the plans and specifications, the Contractor shall apply to the Engineer well in advance of the time a clarification is needed for such further explanations as may be necessary and shall conform to those explanations as part of the contract, so far as may be consistent with the original specifications. The Engineer's decision regarding definitions or clarifications will be final.

Failure by the Contractor to clarify said issues prior to construction shall not relieve the contractor of performing the said work. The said work shall be performed and completed by the Contractor at no additional cost to the City.

The specifications are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

6. Superintendence. Contractor shall give personal superintendence to the work on said improvements or have a competent foreman or superintendent, satisfactory to the Engineer, at the work site at all times during progress with authority to act for the Engineer. Whenever the Contractor is not present on any part of the work site where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the Superintendent or foremen in charge of the particular work in reference to which the orders are given.

7. Lines and Grades. Contractor shall be responsible to set lines and grades for construction.

8. Submittals. Submittals shall be in accordance with section 5-1.23, “Submittals” of the State Standard Specifications and this section. All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal (“01” for the first submittal, “02” for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

Cover sheets must indicate the following:

- A. Date
- B. Project Name
- C. Submittal No.
- D. Specification Section/Drawing No.
- E. Subcontractor/Supplier
- F. Title
- G. Reviewer

Except for shop drawings and test samples, allow 10 working days for review. Allow 15 working days for review of shop drawings.

9. Inspection. The Engineer shall at all times have access to the Work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the Work. Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

Advance notification will be required for inspection as follows:

A. 5 working days advance notice for inspection of asphalt concrete to be used into the project. Materials shall be accessible for inspection at both the plant and project site.

B. 48 hours advance notice for inspection of all other materials to be incorporated into the project prior to use. Materials shall be accessible for inspection.

C. 24 hours advance notice for inspection of work prior to backfilling or placing of concrete or any intermediate operation which will later be obscured.

D. 5 working days in advance of testing of project materials and systems

E. 24-48 hours prior to final inspection of any type of work. Inspections will be required for any wall framing, rough electrical, plumbing, drywall, etc. The Contractor shall be responsible to contact the Building Division at 650-829-6670 to schedule any inspections.

The Contractor will provide proper facilities at all times for access of the City, the Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

The inspection of the Work shall not relieve the Contractor of any of the Contractor's obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

10. Removal of Defective and Unauthorized Work. All work, which has been rejected, shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

11. Record Drawings. The Contractor shall keep and maintain, on the job site, one record set of Drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated in the plans and specifications. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the work as actually constructed. These master Record Drawings of the Contractor's representation of as built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up to date during the progress of the work.

In the case of those drawings which depict the detailed requirements for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawing shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the Work.

Final payment will not be approved until the Contractor prepared record drawings have been delivered to the Engineer. Said up to date Record Drawings may be in the form of a set of prints with carefully plotted information as approved by the Engineer. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall complete and deliver a complete set of Record Drawings to the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions that may appear on the Record Drawings as a result.

12. Cost Reduction Incentive. The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards. Cost reduction proposals shall contain the following information:

A. A description of both the existing contract requirements for performing the Work and the proposed changes.

B. An itemization of the contract requirements that must be changed if the proposal is adopted.

C. A detailed estimate of the cost of performing the Work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the Work were to be paid for on a force account basis as provided in Section IX-14, "Force Account Work" of these General Conditions.

D. A statement of the time within which the Engineer must make a decision thereon.

E. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this section shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes

in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the City will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the Work attributable to any such proposal. If a cost reduction proposal is similar to a change in the plans or specifications, under consideration by the City for the project, at the time said proposal is submitted or if such a proposal is based upon or similar to standard specifications, General Conditions or standard plans adopted by the City after the advertisement for the contract, the Engineer will not accept such proposal and the City reserves the right to make such changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the Work in accordance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The City reserves the right where it deems such action appropriate, to require the Contractor to pay in part or whole the City's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate acceptance thereof in writing, and such acceptance shall constitute full authority for the City to deduct amounts payable to the City from any monies due or that may become due to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this section. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the City's cost of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal. The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction

proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to the Contractor prior to submission of the accepted cost reduction proposal and as to which such cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this section if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This Section V-12, "Cost Reduction Incentive" of these General Provisions shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

SECTION VI

CONTROL OF MATERIALS

1. Source of Supply and Quality of Materials. At the option of the Engineer the source of supply of each of the material shall be approved by the Engineer before the delivery is started. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the Work. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials. All materials proposed for use may be inspected or tested at any time during their preparation and use. After trial, if it is found that source of supply which have been approved so not furnish a uniform product or if the product from any source proves unacceptable at any time the Contractor shall furnish approved material from other approved sources. No material, which, after approval, has in any way become unfit for use shall be used in the Work.

2. Defective Materials. All materials not conforming to the requirements of the specifications will be considered as defective and all such materials, whether in place or not, will be rejected. They shall be removed immediately from the site of the Work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

3. Samples and Tests. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the Work, for testing or examination as desired by the Engineer. All tests of materials or work done by the Contractor shall be made in accordance with the State of California, Department of Transportation, ASTM, California Test Methods, and commonly recognized standard of national organizations. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. Samples will be secured and tested whenever necessary to determine the quality of material. Contractor shall notify City a sufficient time in advance of the manufacture or production of materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representatives, or prior to the receipt of notice from such representative that such testing and inspection will not be required, shall not be incorporated on the job of said improvements.

Contractor shall also furnish City, in triplicate, certified copies of all required factory and mill test reports.

4. General Materials Requirements.

A. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. Materials may not be stored in a manner that presents a safety hazard or a nuisance. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the work site due to weather or other causes. The Contractor must promptly remove from the work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute work performed by the Contractor and order the replacement and re-execution of work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in this section concerning any failure by the Contractor to replace or re-execute work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

B. If any portion of the Work done or material furnished under this Contract proves defective and not in accordance with the plans and specifications, and if the Engineer determines that the imperfection of the same is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if the removal of such work, is impractical or will create conditions which are dangerous or undesirable, the Engineer may retain such work, instead of requiring the imperfect work to be removed and reconstructed, and make such deductions therefore in the payments due or to become due the Contractor as are just and reasonable.

5. Substitutions. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents that Contractor proposes after award of the Contract are considered "requests for substitutions". The following are not considered substitutions:

- A. Revisions to Contract Documents requested by the City.
- B. Specified options of products and construction methods included in Contract Documents.
- C. Compliance with governing regulations and orders issued by governing authorities.

Requests for substitution will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the City.

Contractor shall prepare and submit each request for substitution to the City in accordance with the procedures for submittals on the request form provided by the City.

The following additional information shall be provided:

- A. An explanation of the advantages to the City for accepting the substitution.
- B. A comparison of significant qualities of the proposed substitution with those specified.
- C. A list of changes or modifications needed to other parts of the work and to construction performed by the City and separate Contractors that will be necessary to accommodate the proposed substitution.
- D. A statement indicating the substitution's effect on the Construction Schedule compared to the Construction Schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
- E. Cost information, including a proposal of the net change, if any, in the Contract Sum.
- F. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the City when the following conditions are satisfied, as determined by the City; otherwise, requests will be returned without action except to record noncompliance with these requirements.

- A. Extensive revisions to Contract Documents are not required.
- B. Proposed changes are in keeping with the general intent of Contract Documents.
- C. The request is timely, fully documented and properly submitted.
- D. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.

E. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.

F. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.

G. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.

H. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

I. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Contractor's submittal and City's acceptance of Shop Drawings, Product Data or Samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The City will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to Contractor's negligence to order and obtain such materials, Contractor is responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. Contractor is responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

6. Storage or Disposal of Material Outside of the Public Right of Way. If the Contractor stores or disposes of material outside of the public right of way, and the City has not made arrangement for storage or disposal of the material, the Contractor shall first obtain

written authorization from the property owner on whose property the storage or disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the storage or disposal of material on the property. Contractor must also obtain any necessary permits, licenses and environmental clearances to store or dispose of material on private property. Before any material is stored or disposed of on private property, the Contractor shall obtain written permission from the Engineer to store or dispose of the material at the location designated in the authorization. If the Contractor elects to store or dispose of material subject to this paragraph, the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor.

Where the City has made arrangements with owners of land in the vicinity of a project for the storage or disposal of materials on a private owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to store or dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained. If the Contractor elects to store or dispose of materials on private property subject to this paragraph, the use of the private property shall be subject to the terms, conditions, and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any monies due or that may become due the Contractor under the Contract sufficient to cover the charges for the material stored or disposed of.

When material is stored or disposed of as provided in this section, and the storage or disposal location is visible from public view, the Contractor shall store or dispose of the material in a neat and uniform manner to the satisfaction of the Engineer. Material storage as used in this section also includes vehicle parking.

7. Construction and Demolition Waste Management Plan (WMP). The City is mandated by the State of California to divert 65% of all solid waste from landfills either by reusing or recycling. The Contractor shall apply for approval of a Construction and Demolition Waste Management Plan and Diversion Information as specified in the Special Conditions.

SECTION VII

LEGAL RELATIONS AND RESPONSIBILITY

1. Laws to be Observed. The Contractor shall stay fully informed of all existing and future State and National Laws, including all provisions of Section 1776 of the Labor Code, and Municipal Ordinances and Regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. In addition, the Contractor shall meet all standards of the State and Federal Government for air, water and noise pollution. The Contractor shall inform the City of the location of the records enumerated under Section 1776(a) of the Labor Code, including the street address, city and county, and shall within five working days, provide a notice of a change of location and address. Contractor shall comply with all of the reporting requirements regarding submittal of certified payroll to the Department of Industrial Relations.

If there is any conflict between Contract Documents and any laws or regulations, the matter shall be brought to the attention of the Engineer immediately. All necessary permits or approvals from any involved agency shall be obtained by the Contractor before any work is started.

The City of South San Francisco currently enforces the 2019 California Building Standards Code, including various model codes therein as they may be revised and adopted by the Building Standards Commission of the State of California.

If there is any conflict between these specifications and provisions and any laws or regulations, the matter shall be brought to the attention of the Engineer immediately. All necessary permits or approvals from any agency shall be obtained by the Contractor before any work is started.

2. Trench Safety and Differing Subsurface Conditions.

A. Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if work involves excavation more than four feet deep, the Contractor must promptly notify the City in writing before any of the following are disturbed:

- i. Any material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- ii. Any subsurface or latent physical conditions at the work site different from those indicated;
- iii. Any unknown physical conditions at the work site of any unusual nature, different materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in the Contract Documents.

The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section IV-4, "City Directed Change Orders" of these General Conditions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor shall not be excused from any completion date provided in the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

B. Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, if this contract exceeds \$25,000 in cost and involves excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. No trench safety plan shall be less effective than that required by the Construction Safety Orders and other mandates of the Division of Occupational Safety and Health. If the plan varies from the shoring system standards established by the Construction Safety Orders and other applicable mandates, it must be prepared by a licensed civil or structural engineer. Acceptance by the City of the detailed trench safety plans submitted is only an acknowledgement of the submission and does not constitute review or approval of the designs, design assumptions, criteria, completeness, applicability to areas of intended use, or implementation of the trench safety plans, which are solely the responsibility of the Contractor and the Contractor's Licensed Engineer.

3. Hours of Labor. The Contractor shall forfeit, as penalty to the City of South San Francisco, twenty five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor under the Contractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1816 thereof, inclusive.

4. Prevailing Wage Requirements. In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor Standards. State Labor Standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

The prevailing rate of per diem wages are on file at the City of South San Francisco, DPW Engineering Division, 315 Maple Avenue, South San Francisco, CA 94080, and are available to any interested party on request.

Applicable prevailing wage rates that apply to this project are the State Department of Industrial Relations (DIR), 2024-1 for the County of San Mateo, Northern California, and Statewide for the Journeymen and Apprentices. Please be advised that residential rates will not be applicable to this project.

The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770. et. seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employee apprentices including forfeitures and debarment.

5. Penalties of Wage Violations. The wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this contract, shall be not less than the minimum wage rate described in the Notice to Bidders as applicable to this contract. Each laborer, worker or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay forty dollars (\$40) per day penalty for each worker paid less than prevailing rate of per diem wages unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the Contractor's bid, and will not, under any circumstances be considered as the basis of a claim against the City on the contract.

An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

A. Posting of Schedule of Prevailing Wage Rates and Deductions. The Contractor shall post at appropriate conspicuous points at the site of the project a

schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged

B. Payroll Records. Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to 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 employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion and manner specified by the City of South San Francisco.

Prior to each monthly progress payment, the Contractor shall deliver to the Engineer copies of certified payrolls of its and all subcontractors' forces performing work at the job site (or sites established primarily for the work) for labor compliance purposes and extra/force account considerations. Such records shall be kept current on an effective day or period basis and in a form acceptable to the Engineer. At a minimum, the form shall include the following information:

- A. Employee identification by name
- B. Employee's address and social security number
- C. Employee's craft and classification (in accordance with Director of Industrial Relations' wage determinations)
- D. Employee's actual per diem wages (in compliance with Part I, Notice to Contractors, and this Section GC-20, Laws and Regulations)
- E. Employee's subsistence and travel allowance (as applicable)
- F. Employee's straight time and overtime hours worked each day and week
- G. Itemized deductions made from employee's wages
- H. Apprentices and ratio of apprentices to journeymen

I. Contractor's or subcontractor's firm or company name, date or period for which applicable wage rates and allowances are effective, and the employer's signature.

The certified payroll records shall be kept on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division in addition to the above-listed information.

Failure to provide copies of the certified payrolls shall constitute a violation of the contract provisions, and shall be sufficient cause for the City to terminate the construction contract.

Copies of the certified payrolls shall be made available to auditors and managers from the City of South San Francisco upon request.

Each Contractor and subcontractor(s) shall keep an accurate payroll record for up to three (3) years after the project is accepted by Council.

In addition to submitting the certified payrolls to the Engineer, the Contractor shall transmit electronically the records specified in California Labor Code section 1776, including the certified payrolls, directly to the Labor Commissioner at:

<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury stating: (1) The information contained in the payroll is true and correct; and (2) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the Project.

The Contractor or subcontractor has 10 calendar days in which to comply subsequent to receipt of a written notice requesting certified payroll records. In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District shall be marked or obliterated in accordance with California Labor Code section 1776.

Compliance with the above provisions of this section, and California Labor Code, Section 1776, shall be the responsibility of the Contractor or subcontractor. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation that include payment of prevailing wages.

6. Registration of Contractors. No contractor or subcontractor may be qualified to bid on or listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bid submittal, unless excepted from this requirement for bid purposes only under Labor Code section 1771.1(a). In addition, all project-specific license and certifications as required by the City shall be obtained by the Contractor and any subcontractor by the time of Contract award. Contractor should be prepared to provide all evidence, disclosures, or releases required by Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractor and subcontractors of all tiers shall be required to maintain current and valid DIR contractor registration and state contractor or surveyor license throughout the life of project.

SAM - Unique Entity Identifier (UEI): Contractor (bidders) will be required to maintain a valid Unique Entity Identifier (UEI), assigned by SAM.gov. throughout the life of the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As provided by Labor Code section 1771.1, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

As provided by Labor Code section 1771.1, an inadvertent error in listing an unregistered subcontractor in a bid proposal is not grounds for filing a bid protest provided that all conditions of section 1771.1(c) have been satisfied.

7. Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

8. Patents. The Contractor shall assume all costs arising from the use of patented materials, equipment, services, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the City of South San Francisco, the City Council, and the Engineer, and their duly authorized representatives, for all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, services, or processes.

9. Contractor's Field Office.

A. The Contractor and the Contractor's subcontractors may maintain such office facilities within or near the project area as are necessary for the proper conduct of the Work. The locations for such office facilities shall be as approved by the Engineer. Before or during this contract, should the Contractor desire a new or

different location, he shall apply to the Engineer for the change of locations and shall only make such change with the approval of the Engineer. All office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such facilities will be paid from and included in the Contract Price.

B. The City and its authorized representatives will at all reasonable times while such office facilities are located at the work site (including, at a minimum, all times during which the Work is performed), have access to any such work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities will have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all project related materials located at such work site facilities will be deemed at all times to be City property subject to inspection and occupation by the City and its authorized representatives at all reasonable times while such facilities are located at the work site (including at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or ownership pursuant to this section will constitute a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

10. Utilities. The location in public streets of pipes, conduits and other underground facilities of the public utility companies and of the City may not be indicated on the plans. Bidders are instructed to apply to companies and City departments concerned for any information, which may be needed concerning utilities.

At least forty-eight (48) hours prior to commencing work, notify Underground Service Alert (USA) so that the various utility companies may field-mark said installations. Once the field marks are in place, Contractor is responsible for all marked utilities damaged during construction or claims resulting from said damage. In addition, the City will not be responsible for any unmarked utility damaged during construction or any claims resulting from this damage, except for damage to City utilities that the City has not marked within forty-eight (48) hours after receiving notice from USA to do so and which were not marked at the time the damage occurred.

Attention is directed to Section 9, "Existing Facilities" of the Special Conditions for utility contact information.

11. Contractor Cooperation and Coordination. The Contractor is advised that other construction and maintenance work may be performed by local utility companies, the City and/or their contractors in the project area concurrent with work performed under this contract. The Contractor shall be responsible for contacting the various utility companies to ascertain the times when such other work will occur and schedule the Contractor's work in coordination with others such that no delays shall occur in the Contractor's work schedule or in others who are working in the area. Failure on the Contractor's part to coordinate with others in overlapping work areas shall not be the basis for any claims against the City, additional compensation nor extension of time. In addition, the Contractor

shall be solely responsible for any claims made against the City by others as a result of the Contractor's lack of coordination. This shall include businesses and homeowner's adjacent to the project area.

12. Public Convenience. The Contractor shall comply with the requirements of Section 7-1.03, "Public Convenience" of the State Standard Specifications. The Contractor shall conduct operations as to cause the least possible obstruction and inconvenience to public traffic. Where work is being done on existing public roads or streets, and no detours are available, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Engineer, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the work area with an absolute minimum of interruption or impedance unless otherwise provided for in writing by the Engineer. The Contractor must make provisions for the safe passage of pedestrians around the area of work at all times.

Residents affected by construction must be provided passage and access through the work area to the maximum extent possible. Where existing driveways occur on the job site, the Contractor must make provisions for trench crossings either by means of backfill or by temporary bridges acceptable to the Engineer, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the beginning and end of each work day, and no driveway or property access may be closed for more than four (4) hours during the work day. Contractor must maintain convenient access to driveways and buildings in the vicinity of work unless otherwise approved by the City in advance. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Engineer.

Contractor must furnish written advance notices describing the work to be done and distribute these notices to all affected property owners and tenants prior to beginning the first phase of the construction operations. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until after such notices are distributed.

The Contractor shall obtain written permission from property owners before entering private property.

Except as otherwise provided by the Engineer, the stockpiling or storing of material in City streets or right of ways shall be prohibited. Where the Contractor has received Engineer's approval, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays, and holidays.

Non-potable water shall be applied as directed by the Engineer for the prevention of dust nuisance in connection with public convenience. No additional payment will be made for applying non-potable water for the prevention of dust.

The Contractor shall be responsible for keeping all emergency services, including the South San Francisco police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of the Contractor's operations.

The Contractor must comply with the current edition of the CA MUTCD for warning signs, lights, and devices for use and performance of work within the job site.

No work shall begin before 7:00 a.m. nor continue after 5:00 p.m. Monday through Friday, nor shall any work be done on weekends or holidays observed by the City of South San Francisco unless approved in advance by the Engineer. Attention is directed to "Work Hours" of the Special Conditions for specific work hour restrictions.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of Contractor's responsibility of maintaining traffic through the job site and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets and driveways within the job site open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in public convenience as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefor.

13. Public Safety. The Contractor shall comply with the requirements of Section 7-1.04, "Public Safety" of the State Standard Specifications. The Contractor shall furnish, erect, and maintain such fences, barriers, lights, signs and watchmen as are necessary to give adequate warning to the public at all times that the Work is under construction and of any dangerous conditions to be encountered as a result thereof. At any and all points along the Work where the nature of construction operations in progress and the Contractor's equipment and machinery in use is of such character as to endanger passing traffic, the Contractor shall provide such lights and signs and station such guards as may appear necessary to prevent accidents and avoid damage or injury to passing traffic, including bicycles and motorcycles.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all

equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in public safety as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefor. Should the Contractor fail to provide public safety as specified, or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Engineer.

14. Services During an Emergency. The Contractor shall be obligated to assist the City in the event of a declared emergency event, as determined by the City, in accordance with the requirements of this section.

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

The Contractor shall be compensated for such assistance in accordance with Section 13 of Article IX of the General Conditions, titled, "Extra Work".

15. Preservation of Property. Roadside trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good or better than as when the Contractor entered upon the Work, or as good or better than as required by the specifications accompanying the contract, if any such objects are a part of the Work being performed under the contract.

The Contractor shall examine all bridges, culverts and other structures on or near the Work, over which he will move the Contractor's materials and equipment, and before using them, the Contractor shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by reason of the Contractor's operations.

The fact that any such pipe or other underground facility is not shown upon the plans shall not relieve the Contractor of the Contractor's responsibility under this article. It shall be the Contractors' responsibility to ascertain the existence of any underground improvements or facilities, which may be subject to damage by reason of the Contractor's

operations, and if it is necessary to lower such underground facility or encase it to protect it from damage, it shall be done at the Contractor's expense.

16. Responsibility for Damage. The City of South San Francisco, the City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the Work or any part thereof; or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the Work or at any time before final acceptance.

17. Contractor's Indemnities.

A. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work ("Claims").

B. The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Engineer and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

C. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.

D. In accordance with the provisions of Labor Code section 3700, every contractor will be required to secure the payment of compensation to its employees.

E. Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this provision. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees.

F. The Contractor will indemnify, hold harmless and defend with legal counsel reasonably acceptable to the City and its officials, officers, employees, agents and volunteers from and against any and all Claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.

G. The Contractor will indemnify, hold harmless and defend with legal counsel reasonably acceptable to the City and its officials, officers, employees, agents and volunteers from and against any and all Claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the State of California's National Pollution Discharge Elimination System General Permit, or to implement a project-specific (storm) Water Pollution Control Plan (WPCP) in accordance with the provisions of the technical specifications. The City may withhold from amounts due or that may become due the Contractor under this Contract amounts that equal or are estimated to equal the amount of Claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the WPCP in accordance with the provisions in the technical specifications.

H. In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by City. In accordance with California Civil Code Section 2782(b), nothing in the Contract will be construed to impose on the Contractor or to relieve the City from liability for the City's active negligence. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

18. Contractor's Responsibility for Work. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above caused

before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are directly and proximately caused by acts of the public enemy.

In case of suspension of work for any cause whatever, the Contractor shall be responsible for the work as above specified and he shall also be responsible for all materials delivered to the Work including materials for which he has received partial payment.

19. Portion of the Work which may be Placed in Service. If desired by the City of South San Francisco, the Work, as completed, may be placed in service. The Contractor shall give proper access to the Work for this purpose but such use and operations shall not constitute an acceptance of the Work, and the Contractor shall remain liable for defects due to faulty construction, material and/or workmanship.

20. No Personal Liability. Neither the Engineer nor the City Council, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

21. No Abrogation of Codes, Standards, Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the plans or specifications is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

22. Guaranty. Unless specified otherwise, the Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) calendar days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the Contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's guaranty bond for the cost of making good such defects and

for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Contractor shall file with City a guaranty bond in the sum of one hundred percent (100%) of the final contract price (including all change orders for extra work securing this guaranty to City, and said bond shall be filed at the time final acceptance of this Work is requested. Should Contractor within a reasonable time after demand is made fail to make any and all such repairs or replacements, City may undertake said repairs and replacements with its own forces or through a separate contract, and Contractor shall reimburse City for any and all costs of said repairs or replacements, even if said cost exceed the principal sum of the guaranty bond which is security for the performance of this guaranty. Contractor and the Contractor's surety may provide the foregoing guaranty in the original performance bond.

23. General Safety Requirements.

A. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees that with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

B. Review and inspection by the City, the Engineer, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the work site is maintained and the Work is performed in a safe manner.

C. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

D. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

E. Hazardous Materials

i. The Contractor shall neither waste nor deposit on this project any hazardous materials, including but not limited to gasoline or diesel fuels, motor oils, or transmission fluids, antifreeze, hydraulic fluids, lubricants, starting fluids and filters and/or containers for these products. Hazardous material spills that occur as a result of either equipment failures or vandalism, including all adjacent contaminated soils, shall be removed and transported to an environmentally approved disposal site. All removal and transportation costs shall be the responsibility of the Contractor.

ii. The Contractor shall furnish the City Engineer the following as applicable:

- a. List of substances to be used, and copies of Material Safety Data Sheets (MSDS) for each listed item.
- b. Description of where, when, and how the material will be used on site.
- c. Description of methods and equipment to be employed to safeguard the public and City and Contractor's employees.
- d. Specific contacts for questions on MSDS.
- e. Evidence of safety training for Contractor's employees.

iii. The Contractor shall keep on job site at all times the following:

- a. Emergency telephone numbers.
- b. Log of project accidents.
- c. MSDS for all the hazardous materials at the construction site.

iv. Job site shall be kept orderly, clean and free of dust and debris. Silt and any other pollutants shall be prevented from entering the

storm drains, and other public drainage facilities. All waste shall be properly collected and disposed.

v. The Contractor shall comply with all applicable safety laws and regulations including but not limited to the following:

- a. Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work hours and Safety Standard Act, as set forth in Title 29, CFR. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, N.W., Washington, D.C. 20013.
- b. The amended Federal Occupational Safety and Health Act.

24. Fair Employment Provision. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this fair employment practices section.

25. Employment of Apprentices. Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.8 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5, as amended, required the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the job site and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five (1:5) except:

A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) calendar days prior to the request for certificate, or

B. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5), or

C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

D. When the Contractor provides evidence that he employs registered apprentices on all of the Contractor's contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

SECTION VIII

PROSECUTION AND PROGRESS

1. Subcontracting. No subcontractor will be recognized as such, and all persons engaged in the Work or construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall give the Contractor's personal attention to the fulfillment of the contract and shall keep the Work under the Contractor's control.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations website.

Comply with the requirements in Section 5-1.13, "Subcontracting", of the State Standard Specifications, and the Special Provisions.

Perform work equaling at least 50% of the value of the original total bid with your own employees and with equipment you own or rent, with or without operators. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

The Contractor shall be responsible for the Contractor's own and subcontractors' compliance with Section 1777.5 of the Labor Code regarding apprenticeable occupations as in said section provided. Any Contractor willfully failing to comply with this section shall be denied the right to bid on a public works contract for a period of six (6) months from the date the determination is made.

Where a portion of the Work, which has been subcontracted by the Contractor, has not been prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the Work.

2. Assignment. The performance of the contract may not be assigned except upon the written consent of the City. Consent will not be given to any proposed assignment, which would relieve the original, Contractor or the Contractor's surety of their responsibilities under the contract nor will the City consent to any assignment of a part of the Work under the contract.

3. Time of Completion and Statement of Working Days. The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Provisions.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Engineer.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working

days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section VIII-6, "Temporary Suspension of Work" of these General Conditions.

The Contractor will be allowed 15 calendar days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer; otherwise, the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

4. Progress of the Work and Time of Completion. The Contractor shall diligently prosecute the work until completion.

Attention is directed to "Beginning of Work and Time of Completion" section of Special Conditions.

5. Character of Workers. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the direction of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the Work.

6. Temporary Suspension of Work. The Engineer shall have the authority to suspend the Work wholly or in part, for such period as he may seem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable prosecution of the Work, or for such time as he may seem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Engineer to suspend work wholly or in part. The Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.

7. No Contractor Damages for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all work within the Time for Completion, including reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

8. Impact of Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the Work is to be prosecuted, and

unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring.

Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 100% of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station in South San Francisco, California or that closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/climate-summaries/>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed 0.1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located in San Mateo, California or that closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Engineer to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

Normal number of rain days for which rainfall has exceeded 0.1 inches in South San Francisco CA is as follows:

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
7	7	6	3	1	0	0	0	0	2	4	6

Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation,

Contractor shall notify Engineer and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Engineer or Contractor.

Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Engineer's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Engineer conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Engineer may require. Commencement of Work constitutes acceptance of surface.

9. Additional Time for Performance – Procurement of Materials. If, because of war or other declared national emergency, the Federal or State government restricts, regulates or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulation or controls, Contractor is, through no fault of Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for said delay or suspension.

To qualify for such extension of time, Contractor, within ten (10) calendar days of Contractor's discovering such inability to perform, shall notify the Engineer in writing thereof and give specific reason therefore; Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in Work in accordance with other provisions of this agreement. Substituted materials, or changes in the Work, or both, shall be ordered in writing by the Engineer and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the Engineer shall be defrayed by Contractor; or

B. If such necessary materials or labor cannot be procured through legitimate channels within sixty (60) calendar days after the filing of the aforesaid notice, either party may, upon thirty (30) calendar days written notice to the other, terminate this agreement. In such event, the Contractor shall be compensated for

all work executed upon a unit or upon a cost-plus ten percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided that Contractor shall take all steps possible to minimize this obligation; or

C. City Council, by resolution, may suspend this agreement until the cause of inability is removed, but for a period not to exceed thirty (30) days. If this agreement is not cancelled and the inability of Contractor to perform continues, without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council, by resolution, and Contractor shall be notified in writing thereof within five (5) working days after the adoption. In such event, the Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed; or

D. City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor and this agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination in this subparagraph (D), none of the covenants, conditions or provisions hereof shall apply to the work not performed and City shall be liable to Contractor only for the proportionate compensation last herein mentioned.

10. No Contractor Damages for Contractor Caused Delay. Contractor will not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

11. No Contractor Damages for Delay Not Caused by the City. Delay Contemplated by the Parties, or other Reasonable Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

A. Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent

jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Contract.

B. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

12. Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion and/or the project schedule for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute a change order proposal. The City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing and/or changes in the Time for Completion and/or the project schedule are in anticipation of impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts or to award a change in the Time for Completion and/or the project schedule in accordance with the Contract and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated impacts. Notwithstanding anything to the contrary, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

13. Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) calendar days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

14. Contractor Coordination of the Work. The City reserves the right to do other work in connection with or in the vicinity of the work site by contract or otherwise, and Contractor must at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the work site.

If any part of the Work depends on proper execution or results upon the Work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's work as fit and proper.

The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade will be part of the Work except where stated otherwise.

15. Liquidated Damages. The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified.

It is agreed by the parties of the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in the Special Conditions, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum prescribed in the Special Conditions per working day for each and every working day's delay beyond the time prescribed to complete the Work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decided to extend the time for completion of the contract, it shall further have the right to charge to the Contractor, the Contractor's heirs, assigns, or sureties, and to deduct from the final payment for the Work, all or any part as it may seem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering, inspection, superintendence and other overhead expenses during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) calendar days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and the Engineer's finding of facts thereon shall be final and conclusive.

If the Contractor is delayed by any act of the Engineer or of the City, not contemplated by the contract, the time of completion shall be extended proportionately and the Contractor shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. The Contractor shall have no claim for any other compensation for any such delay.

16. Communications.

A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Proposal (or at such other office as the Contractor may from time to time designate in writing to the City), or if deposited in the United States mail in a sealed envelope, in each case addressed to such office.

C. All correspondence to the City related to this contract, including request for payment, shall be addressed to the Engineer, City of South San Francisco, P.O. Box 711, South San Francisco, California 94083, and any notice to or demand upon the City shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed envelope, or to other such representatives of the City to such other address as the Agency may subsequently specify in writing to the Contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received per receipt.

17. Audit and Examination of Records. The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other project-related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the work site, and at any other location where such project-related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

18. Project Schedule.

A. Prior to beginning Work, the Contractor shall submit to the Engineer for approval a construction schedule showing the proposed sequence of operations, all links and dependencies and the working days allotted for each segment of the Work. This schedule shall be in CPM format and shall include the following activities.

i. Project characteristics, salient features, or interfaces, including those with outside entities that could affect time of completion.

- ii. Project start date, scheduled completion date, other key milestones and the Critical Path.
- iii. Work performed by the Contractor, subcontractors and suppliers.
- iv. Submittal development, delivery, review and approval.
- v. Procurement, delivery, installation and testing of materials and systems.
- vi. Testing and settlement periods.
- vii. Erection and removal of false work and shoring.
- viii. Major traffic control provisions.
- ix. Finishing punchlist items and final cleanup.
- x. Record Drawings and other Final Documentation.
- xi. Project-owned float as the predecessor activity to the scheduled completion date.

B. Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor must submit an updated schedule on a monthly basis or as otherwise specified by the City until completion of the Work. The updated schedule must show the progress of work as of the date specified in the updated schedule and its relation to milestone dates.

City may request a recovery schedule should Contractor fall 15 or more Working Days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If City requests, Contractor shall also:

- 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery schedule.
- 2. Submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

C. Float. The schedule must show early and late completion dates for each task. The number of days between these dates will be designated as "Float". The Float will be designated to the Project and will be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.

D. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this section, or submits a schedule to which the City has taken uncorrected exceptions, the City may withhold an additional 5% of the monthly payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.

E. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City

may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the City's review of the schedule will not create scheduling obligations of the City.

F. Contractor shall provide City with two-week lookahead schedules, showing in detail the locations, activities and resources scheduled for the following two week period and the current week completed. The Lookahead schedule shall be submitted on the last working day of every week.

SECTION IX

MEASUREMENT AND PAYMENT

1. Measurement of Quantities. All work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with Section 9-1.02, "Measurement" of the State Standard Specifications. When required by the Engineer, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the Engineer at the point of delivery of the material. All loads in vehicles hauled over streets and highways shall be legal loads and no payment will be made for the loads in excess of the legal load limits.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the plans or established by the Engineer, or material remaining on hand after completion of the work; will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

2. Progress Payments. On or before the tenth day of each and every month during the progress of the Work following the Notice to Proceed, Contractor shall submit to the City Engineer a complete itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract sum applicable thereto. On approval in writing of said statement by the Engineer, the payment request shall be submitted to the City Council for approval and within ten (10) calendar days after approval thereof by the City Council, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the improvement under the contract during the month covered by said statement.

In accordance with the schedule agreed upon at the pre-construction conference, Contractor shall submit each month a signed Certification of Payment to Subcontractors and Suppliers form and lien release forms from subcontractors and suppliers. A conditional lien release is required for the amount being covered under the payment request, and an unconditional lien release is required for work already paid for. Request blank Certification of Payment and lien release forms from Engineer.

Progress payments will not be processed without certification of prompt payment to subcontractors, with no retainage.

Pursuant to Section 22300 of the Public Contract Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a State or Federally Chartered Bank as the escrow agent, who shall release such securities to Contractor following the expiration of thirty (30) calendar days from the date of filing of a Notice of Completion of the Work

by City, unless such securities are to be withheld by City to correct defective work or otherwise complete the contract or are subject to withholding by City to satisfy stop notices or other claims and costs associated therewith.

The request for substitution of securities to be deposited with the City, or with a State or Federally Chartered Bank as escrow agent, shall be submitted on the form entitled "Escrow Agreement for Security Deposits in Lieu of Retention", Attachment A of the Agreement for Public Improvements, which, when executed by the Contractor and the City, shall constitute a Supplemental Agreement forming a part of the Contract. The City shall have thirty (30) calendar days from receipt of any written request, properly completed and signed by the Contractor and, if applicable, accompanied by an escrow agreement in a form acceptable to City, to approve said request and effect the substitution. City shall not unreasonably withhold approval of said request. City shall determine the value of any security so deposited. Such Supplemental Agreement, and any escrow agreement shall provide for the release of the securities to Contractor as set forth herein and shall also set forth the manner in which City may convert the securities or portions thereof to cash and apply the proceeds to the accomplishment of any purposes for which moneys may be withheld and utilized as described in this Contract, including but not limited to the completion of the contract, correction of defective work and the answering of any stop notice claims and litigation cost thereof.

Securities eligible for investment under this Section shall be those listed in California Government Code Section 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. For any monies earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

3. Scope of Payment. Scope of payment shall be in accordance with section 9-1.03, "Payment Scope," of the State Standard Specifications. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary for the completion of the contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, except as hereinbefore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the City and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in the consequence of the suspension or discontinuance of the Work as herein specified; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

It is the intent of the Contract Documents to describe a functionally complete project. All work, materials, or equipment that may be reasonably inferred from the

Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.

Full compensation for work specified in the General Conditions is included in the payment for the bid items unless:

- A. Bid item for the work is shown on the bid list
- B. Work is specified as change order work

4. Stop Notice Withhold. The City may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Sections 9350-9510 et seq. of the Civil Code.

5. Progress Payment Deductions. The Contractor hereby agrees and acknowledges that progress payments are subject to deduction for failure to comply with certain Contract requirements including traffic control, cleanliness/daily clean-up, “buttoning-up,” open trenches, environmental compliance, maintaining services, etc. In the event such non-compliance occurs, the City may cure these deficiencies with its own crews or with other contractors/vendors. The full cost the City incurs to cure these deficiencies will be deducted from the next progress payment. “Full costs” include all labor, materials, and equipment plus applicable “mark-ups,” including overhead, should the City perform the work with its own forces. Should the City elect to have the work performed by a contractor/vendor, the “full cost” will include the invoiced amount plus a 20 % mark-up to cover handling expenses for the City.

6. Acceptance of the Work. Contractor must request that Engineer perform an inspection to determine substantial completion.

Substantial completion of work is defined to include as a minimum:

- A. Completion of the proposed work in accordance with the contract documents;
- B. Maintenance of regular vehicle traffic, bicyclists, and pedestrians throughout construction; and
- C. Restoration of the existing street and off-street facilities to pre-construction or better condition.

If the inspection confirms that substantial completion has been obtained, the City will issue a Notice of Substantial Completion and discontinue counting working days for the project. The City will also issue a deficiency list of any minor work items that must be completed prior to Final Acceptance of the contract.

When deficiency list work has been completed, Contractor must request the Engineer’s final inspection. When the final inspection is completed and it has been determined that the Work is done in accordance with the plans and specifications, the City has issued a Final Acceptance, and following submittal of unconditional lien releases from

all subcontractors and suppliers, the Engineer will accept the Work and 95% of the payment based on the final quantities will be paid to the Contractor.

City will file with the County Recorder's Office a Notice of Completion within ten (10) days after said improvements shall have been completed and Final Acceptance by City. Written proof of said filing of Notice of Completion shall be delivered to the City Clerk.

The remaining five percent (5%), less that amount withheld by City to correct defective work or otherwise complete the contract, shall be paid to Contractor thirty (30) days after recordation of the Notice of Completion of the Work on duly certified voucher therefore, and after Contractor shall have furnished City with the specified guaranty bond and a release of, or bond against, all claims against City, if required by City, arising under and by virtue of this contract, and work done, and materials furnished hereunder. In the event that there are any claims specifically excepted by Contractor, if permitted by City, from the operation of the release, there shall be retained by City stated amounts to be set forth therein and approved by the Engineer. If there be any claims filed against the Work, City shall withhold final payment until the validity of such claims shall have been properly determined and in this regard City is hereby empowered to pay directly to claimant the full amount of any valid claims.

7. Final Payment. Within thirty (30) calendar days after the completion of the Work and its Final Acceptance by the City, the Engineer will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to the Contractor. Within thirty (30) calendar days thereafter the Contractor shall submit to the Engineer the Contractor's written approval of said proposed final quantities or a written statement of all claims which he has for additional compensation due under the contract.

On the Contractor's approval or if he files no claims within said period of thirty (30) calendar days, the Engineer will issue a final written estimate as submitted to the Contractor and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments, all amounts to be kept, and all amounts to be retained under the provisions of the contract.

If the Contractor within said period of thirty (30) calendar days files claims, the Engineer will issue as a semi-final estimate the proposed estimate submitted to the Contractor and the City will within thirty (30) calendar days pay the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract.

The Engineer shall then consider and investigate the Contractor's claims and shall make such revision in the said estimate as he may find to be due, and shall then make and issue the Engineer's final written estimate. The City will pay the amount so found due, after deducting all previous payments and amounts to be retained under the contract.

All prior partial estimate and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both

parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the semi-final estimate will be due within thirty (30) calendar days from the date the same is issued by the Engineer. Payment on the final estimate is due within thirty (30) calendar days from the date the same is issued.

8. Travel and Subsistence Payment. Travel and subsistence payments shall be made to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed in accordance with Section 1773.8.

9. Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim as hereinafter specified.

The Contractor must file a written Notice of Potential Claim with the City before commencing the Disputed Work (as defined in Section IX-10, "Claims" of these General Conditions), or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. City may request additional information from Contractor regarding the Contractor's claim, which shall be provided to City within 10 calendar days of the request.

It is the intention of this section that differences between the parties arising under and by virtue of the contract are brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

10. Claims.

A. General

A "Claim" means a written demand or written assertion by Contractor to adjust, alter, modify, or otherwise change the Contract price, payment on the Contract, or the Contract time (including for relief from damages or penalties for delay as assessed by the City), or all of the above. All claims filed hereunder shall strictly comply with all requirements of the Contract Documents.

In order to qualify as a Claim, the written demand must state that it is a claim submitted according to the terms of the Contract Documents. A letter, voucher, invoice, payment application, or other routine or authorized form of request for payment is not a

Claim under the Contract Documents. If such a request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted effect on the Contract price and the Contract time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract time shall include scheduling data demonstrating the impact of the event on the controlling operation and completion of the Work. Adequate supporting data for a Claim for an adjustment in the Contract price shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Notwithstanding and pending the resolution of any Claim, the Contractor shall diligently prosecute the disputed work to final completion of the Work. Contractor shall impose the Claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to the Contractor all Claims against Contractor and/or the City within the times and containing the documentation required by these provisions. The Claim notice and documentation procedures described in these provisions applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific portion of the Contract.

If additional information or details are required by the Engineer to determine the basis and amount of any Claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Engineer no later than the fifteenth calendar day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday, or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Contractor understands and agrees that failure to submit the information and details to the Engineer within the time specified shall result in Contractor waiving that Claim.

The Contractor and all subcontractors shall keep full and complete records of the costs and additional time incurred for any work for which a Claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer or designated claim investigator to determine the facts or contentions involved in the claim(s). Contractor agrees that failure to permit access to those records waives Contractor's Claims.

The City of South San Francisco, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor's and subcontractors' books, documents and accounting records, including bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for

which additional compensation has been requested or claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies of the City's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the City to determine its actual damages; therefore, Contractor agrees to pay the City, as liquidated damages, the sum of One Thousand Dollars (\$1000.00), which Contractor agrees is reasonable under the circumstances, for each and every working day which Contractor or subcontractor fails or refuses to provide the City access to the materials specified in this section.

B. Disputes.

i. Contract Interpretation Disputes. Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the City. The Contractor shall bear all costs incurred in giving such notice.

All issues regarding the interpretation of the plans or specifications shall be referred to the City for interpretation. The City shall have the right but not the obligation to affirm or disaffirm any interpretation of the plans or specifications, which affirmation or disaffirmance shall be final. If the Contractor should disagree with the City's decision, the Contractor's sole and exclusive remedy is to file a Claim in accordance with these provisions.

ii. Work Disputes. Should any disputes arise under the Contract Documents respecting the true value of any work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Contract Documents, or of compliance with Contract Document procedures, the dispute shall be decided by the City and its decisions shall be final and conclusive. If the Contractor disagrees with the City's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with these provisions.

iii. Delays. As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the Work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not

be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract time.

"Compensable Delay" means any delay of the completion of the Work beyond the expiration date of the Contract time caused by the gross negligence or willful acts of the City, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract time and/or Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

"Unexcusable Delay" means any delay of the completion of the Work beyond the expiration of the Contract time resulting from causes other than those listed above. An Unexcusable Delay shall not entitle the Contractor to an extension of the Contract time or an adjustment of the Contract price.

The Contractor may make a claim for an extension of the Contract time, for an Excusable Delay or a Compensable Delay, subject to the following:

- a. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
- b. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.
- c. If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (ii) exceeds the number of days of the Unexcusable delay.
- d. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract price in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the work site for the supervision of the Work during the period of Compensable Delay. Except as

provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Work past the Contract time.

The parties agree that the City's exercise of its right to order changes in the Work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim or Compensable Delay.

C. Claim Procedures. Should any clarification, determination, action or inaction by the City, or any event, in the opinion of the Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in the Contractor seeking additional compensation in time or money for any reason, (collectively "Disputed Work"), then the Contractor and the City shall make good faith attempts to resolve informally any and all such issues and/or disputes. The Contractor must file a written Notice of Potential Claim with the City in accordance with Section IX-9, "Notice of Potential Claim" of these General Conditions before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written Notice of Potential Claim is not filed within this period, or if the Contractor proceeds with the Disputed Work without first having filed the notice required by these provisions, the Contractor shall waive any rights to further claim on the specific issue.

The City will review the Contractor's timely notice of potential claim and provide a decision. The City may require supplemental information from the Contractor to clarify that contained in the Notice of Potential Claim. If, after receiving the City's decision, the Contractor disagrees with the decision, the Contractor shall so notify the City, in writing, within seven (7) calendar days after receiving the decision, that a formal Claim will be filed. The Contractor shall submit the Claim in the form specified herein and all arguments, justification, costs or estimates, schedule analyses, and detailed documentation supporting the Contractor's position within thirty (30) calendar days after receiving the City's decision on the notice of potential claim. The Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving all rights to the subject Claim.

If Disputed Work persists longer than thirty (30) calendar days after receiving the City's decision on the Notice of Potential Claim, then the Contractor shall, every thirty (30) calendar days until the Disputed Work ceases, submit to the City a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. The Contractor's failure to submit a Claim

Update or to quantify all costs and impacts every thirty (30) days shall result in a waiver of that portion of the Claim for that thirty (30) calendar day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with the requirements of these provisions and shall result in the Contractor waiving such Claim(s) and/or Claim Updates.

All claims must be submitted to Engineer before the issuance of the final estimate. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of issuance of the final estimate.

Upon receipt of the Contractor's formal Claim including all arguments, justification, costs or estimates, schedule analyses, and documentation supporting the Contractor's position as previously stipulated, the City or its designate will review the Claim and render a final determination according to the processing and review procedures listed in Section IX-12, "Claims Processing and Review" of these General Conditions.

No costs arising out of or in connection with the performance of Claims of any nature, other than those specifically listed herein may be recovered by the Contractor. Except where provided by law, or elsewhere in these Contract Documents (if applicable), the City shall not be liable for special or consequential damages, and Claims shall not include special or consequential damages.

D. Claim Format. The Contractor shall submit the Claim justification in the following format:

- i. Cover letter and certification of the accuracy of the contents of the Claim;
- ii. Summary of Claim including underlying facts, entitlement, quantum calculations, and Contract Document provision supporting relief;
- iii. List of documents relating to the Claim, including plans, specifications, clarifications/requests for information, schedules and others;
- iv. Chronology of events and correspondence;
- v. Analysis of Claim merit;
- vi. Analysis of Claim costs;
- vii. Attached supporting documents referenced in item (3) above.

E. Exclusive Remedy. The Contractor's performance of its duties and obligations specified in these provisions and submission of a Claim as provided in these provisions is the Contractor's sole and exclusive remedy for the payment of money, extension of time, adjustment or interpretation of Contract Documents' terms, or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere

throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the City, its representatives, consultants or agents, or the transfer of the Work or the Project to the City for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the Claim submission requirements. Compliance with the notice and Claim submission procedures described in these provisions is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No Claim or issues not raised in a timely protest and timely Claim submitted under these provisions may be asserted in any Government Code Claim, subsequent litigation, or legal action. The City shall not have deemed to waive any provision under this section, if at the City's sole discretion, a Claim is accepted in a manner not in accord with this section.

F. Mediation. All Claims not subject to the Claim resolution procedures set forth in these provisions shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitrator Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

11. False Claims Affidavit. California Penal Code Section 72 provides that any person, who presents for payment with intent to defraud any City, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000) and/or imprisonment in the state prison.

Government Code Sections 12650 et seq. (California False Claims Act), pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any official or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code Section 12650 et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs. Contractor agrees that any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

All Claims by Contractor shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY

REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

SIGNATURE LINES WILL BE ADDED HERE

12. Claims Processing and Review.

A. STATUTORY CLAIMS UNDER PUBLIC CONTRACT CODE SECTION 9204

Prior to submitting a Statutory Claim under Public Contract Code Section 9204, the Contractor shall fully comply with specified notice or protest requirements of these General Conditions, and shall comply fully with the requirements of "Notice of Potential Claim" under Section IX-9 with respect to each and every Statutory Claim.

For the purposes of this Section, Statutory Claim means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; (2) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (3) Payment of an amount that is disputed by the public entity.

The terms "Contractor", "Public Entity", "Public Works Project," and "Subcontractor" shall have the meanings as set forth in Public Contract Code section 9204(c)(2) through (5).

Upon receipt of a Statutory Claim, the City shall conduct a reasonable review of the Statutory Claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the Statutory Claim is disputed and what portion is undisputed. Upon receipt of a Statutory Claim, City and a contractor may, by mutual agreement, extend the time period provided for the City's response. The claimant shall furnish reasonable documentation to support the Statutory Claim.

If the City needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Statutory Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Statutory Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or

extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Statutory Claim shall be processed and made within 60 days after the City issues its written statement. Failure by the City to respond to a Statutory Claim from a contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Statutory Claim being deemed rejected in its entirety. A Statutory Claim that is denied by reason of the City's failure to have responded, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the Statutory Claim or the responsibility or qualifications of the claimant.

If the claimant disputes the City's written response, or if the City fails to respond to a Statutory Claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the Statutory Claim or any portion of the Statutory Claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the Statutory Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Statutory Claim shall be processed and made within 60 days after the City issues its written statement.

Any disputed portion of the Statutory Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Statutory Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Statutory Claim remaining in dispute shall be subject to applicable procedures outside this Section.

For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this Section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section. Nothing in this Section shall relieve the Contractor from its obligations with respect to claims under Section IX-7, "Final Payment."

Prior to commencing litigation, if a claim, Statutory Claim, or any portion of a claim or Statutory Claim remains in dispute, the Contractor shall file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedures in the Standard Specifications and the previous dispositions above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the Contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

The Contractor hereby agrees that it shall have no right to additional compensation, and/or additional contract time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim was filed and received by the City within the time limit specified in the Standard Specifications.

B. CLAIMS RESOLUTION UNDER PUBLIC CONTRACT CODE SECTION 20104

The provision of Public Contract Code §20104 set seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and are *italicized* for ease of use. Documentation that is necessary to substantiate

claims submitted pursuant to Public Contract Code section 20104 must comply with the requirements for claims under Section IX-7, "Final Payment."

Claims for \$375,000 or below, as provided by Public Contract Code - §20104 (a)-(d), Application of article; provisions included in plans and specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public work contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Claims for \$375,000 or below, as provided by Public Contract Code - §20104.2 (a)-(f), Claims, requirements, tort claims excluded:

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Claims for \$375,000 or below, as provided by Public Contract Code - § 20140.4(a)-(c), pertaining to Civil action procedures; mediation and arbitration; trial de novo; witnesses:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Claims for \$375,000 or below, as provided by Public Contract Code - §20140.6 (a)-(b), Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

13. Extra Work. New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such items.

The Contractor shall do such extra work and furnish such materials and equipment therefore, as may be required in writing by the Engineer, but he shall not do extra work except upon written order from the Engineer, and in the absence of such written order he shall not be entitled to payment for such extra work. All bills for extra work done shall be filed in writing with the Engineer. For such extra work the Contractor shall receive compensation at the prices previously agreed upon in writing, or upon a failure to agree upon prices, he shall be paid on force account, as provided in Section IX-14, "Force Account Work" of these General Conditions.

All extra work shall be adjusted daily upon report sheets furnished to the Engineer by the Contractor and signed by both parties which daily reports shall thereafter be considered the true record of extra work done.

14. Force Account Work. Where payment is to be made on a force account basis, the Contractor shall be paid on a time and material basis in accordance with Section IV-8(B), "Change Order Pricing", provided, however, that the City reserves the right to furnish such materials required as it seems expedient, and the Contractor shall have no claim for payment or profit on the cost of such materials.

When work is performed by force account, in addition to the actual cost of labor as set forth in Section IV-8(B), "Change Order Pricing", the City will reimburse the Contractor for compensation insurance payments; contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; and for taxes paid to the Federal Government as required by the Social Securities Act approved August 14, 1935, as amended. The applicable mark up as set forth in Section IV-8(B), "Change Order Pricing" in addition to the actual cost of all material, labor, and rented equipment, as provided, shall include full allowance to the Contractor for overhead and profit on the force account work and full compensation to the Contractor for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry; and for additional premiums paid on faithful performance and payment bonds required by reason of the increases in the amount of work to be performed over and above that called for in the original contract.

All force account work shall be adjusted daily upon report sheets, furnished to the Engineer by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

If force account work is done on the contract the Contractor shall furnish to the Engineer three (3) copies of a certificate from the insurance company showing the compensation insurance rates to be charged on the various classes of work to assist in verification of the Contractor's charges for extra work and force account.

[END OF GENERAL CONDITIONS]

CITY OF SOUTH SAN FRANCISCO

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2210; BID NO. 2697



NOTICE INVITING BIDS

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PROPOSAL FORMS

PART II – GENERAL CONDITIONS

PART III – SPECIAL PROVISIONS

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

PART IV – PROJECT PLANS

SPECIAL CONDITIONS

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2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2210; BID NO. 2697

SPECIAL CONDITIONS

1) **Location**

- a) The improvements are located within various street segments within the City of South San Francisco, CA, including along Westborough Blvd. from Galway Blvd. to W. Orange Ave., along W. Orange Ave. from Westborough Blvd. to Fairway Dr., and along N. Canal St. from W. Orange Ave. to South San Francisco Public Works.

2) **Order of Work**

- a) Stage 1: Limited Notice To Proceed (LNTP)

Stage 1 work and order of work shall be limited to and be performed in the following order: site investigation and material submittal packages for City review and approval.

Completion of Stage 1 includes completion of all items listed in Stage 1 work above.

When Stage 1 is completed, written notice shall be given to the Contractor by the City of South San Francisco suspending the working day count from Stage 1 toward total Time of Completion and initiates start of Stage 2 – Procurement Suspension.

- b) Stage 2: Procurement Suspension

Stage 2 – Procurement Suspension shall not begin until City has accepted Stage 1 in writing.

No site work shall be performed during Stage 2 with exception of any required minor administrative tasks.

Article 6 of Section VIII, “Prosecution and Progress,” does not apply to Stage 2 – Procurement Suspension.

City will end Stage 2 – Procurement Suspension at completion of 100 working days from completion of Stage 1, receipt of all project materials, or by May 2, 2025 whichever comes first.

Procurement Suspension days will not be counted toward Time of Completion.

- c) Stage 3: Notice to Proceed (NTP)

Stage 3 work and order of work shall be performed in the following order: administrative tasks, mobilization; traffic regulation and construction area signs; installation of conduit via trenching; installation of utility pull boxes and splice vaults within sidewalks, roadway and roadway shoulders; inspection of conduits and utility boxes; concrete, pavement, striping and landscaping restoration; installation of fiber optic cable; installation of splice enclosures; installation of fiber termination panels; fiber splicing and terminations; testing and acceptance of fiber optic network; demobilization;

3) **Beginning of Work and Time of Completion**

- #### 4) Liquidated Damages

- 5) **Programming of Work/Special Staged Work Requirements**

- Public Works: Angel Torres, P.E., (650) 829-6660

- Conformed - 09/17/2024

- d) Contractor shall be responsible to provide an area to place all materials, equipment, etc. during the course of construction. The Contractor shall hold the City harmless should any claims or thefts occur during the duration of construction.

6) **Submittals**

- a) Make project submittals under Section V-8 of the General Conditions.
- b) Submit traffic control system plans at pre-construction conference.
- c) Submit construction baseline schedule at the pre-construction conference.

Contractors of all tiers shall be required to submit the following documents to the City. Compliance forms and reporting schedule will be provided during the pre-construction meeting.

- d) List of Awarded Subcontractors
- e) Certification of Understanding and Authorization for the payroll officer
- f) DAS 140 and 142 with proof of transmittal for each trade to be utilized on Project Fringe Benefit Statement
- g) Weekly Certified Payroll Records with Statement of Compliance
- h) Statements of Non-Performance
- i) Monthly Training Funds Report with proof of payment or Monthly Trust Funds confirmation letter for each trade
- j) Final Certificate – Labor Compliance

7) **Working Hours**

- a) Regular working hours are 8:00 A.M. to 5:00 P.M. and regular working days are Monday to Friday. Work is not permitted on weekends or designated holidays unless specifically specified otherwise.
- b) Contractor's attention is directed to "Bid Item 2: TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS" for additional traffic control restrictions.
- c) Should the Contractor need to work outside the regular working hours or the regular working days, the Contractor shall submit a request to the Engineer in writing 1 week prior to the start of the work outside of the regular working hours. The Contractor shall allow the Engineer 2 work days from the end of the day submitted for review and respond to each separate request.
- d) Contractor must obtain prior written approval by the Engineer or his representative in order to work outside the designated working hours and work days. This includes any extended daytime work hours, night time work hours, weekend work or work on designated holidays.

8) **Contractor's Safety Program, Public Safety and Convenience**

- a) The Contractor shall comply with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications and the following special provisions.
- b) Safety Plan - The Contractor shall submit a copy of the Contractor's Safety Plan within 10 working days from the Notice of Award.

9) **Existing Facilities**

- a) Comply with Sections 5-1.36, "Property and Facility Preservation," of the State Standard Specifications and the following special provisions.
- b) Contractor shall make any necessary notifications and arrangements with affected utility companies/owners, property owners involved for protection to adjacent structures during any operations.
- c) Attention is directed to Section VII-15, "Preservation of Property" of the General Conditions.
- d) Bidders are instructed to apply to companies and City departments concerned for any information which may be needed concerning utilities.
- e) At least forty-eight (48) hours prior to trenching or installing signage, the Contractor shall contact Underground Service Alert (1-800-227-2600) as required by Government Code Sections 4216 and 4217.
- f) The Contractor is instructed to apply in writing to the City and utility companies notifying these agencies of Contractor's intended date to begin construction. The measures will not relieve the Contractor of the ultimate responsibility to locate all underground facilities and use due caution during all phases of the work to avoid damaging any underground utilities.
- g) Contractor shall notify affected utility companies at least fifteen working days in advance of work to be performed within 2 feet or closer to high-risk facilities. High risk facilities are defined as any facilities conducting the following materials, whether encased or not:

Petroleum products

- i. Natural gas pipelines greater than 6 inches in diameter, or with normal operating pressures greater than 60 psig
 - ii. Petroleum pipelines
 - iii. Pressurized sanitary sewer pipelines
 - iv. High-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV
 - v. Hazardous materials pipelines that are potentially harmful to workers or the public if damaged
- h) The Contractor shall notify the following agencies of the schedule and nature of the work at least 10 working days prior to beginning work.

Agency	Address	Contact Person	Telephone
Westborough Water District	2263 Westborough Blvd., South San Francisco, CA 94080	John Kennedy Patricia Mairena	650-438-5741 650-303-1151
California Water Service Company	341 N. Delaware Street, San Mateo, CA 94401	James Douglas Leighton Low	650-537-8934 650-343-1808
AT&T	3475-B N. First	Evan McKean	925-683-4186

	Street, Room 600 San Jose, CA 95134	Arthur Page Nestor Mauricio	408-493-7237 650-872-6066
Astound Corporation	215 Mason Circle, Concord CA 94520	David Lawler Tim Melgaard David Womack	925-459-4563 925-459-1038 925-575-4243
Comcast	7 South Linden Ave, South San Francisco, CA 94080	Jeff Castaneda Harold Johnson	415-377-1921 650-270-6860
PG&E (Gas)		Rico Cordini Roy Barrun	415-740-4055 650-598-7214
PG&E (Electric)		Mike Viveros	650-339-3427
SFPUC	Water System Improvement Program	Greg Dowd Daniel Jaimes	415-487-5211 415-551-4675
Samtrans (Bus Route Impacts)	301 North Access Road, South San Francisco, CA 94083-2727	Adrian Gutierrez Pamela Broussard Karen Darby- Moore	650-868-9919 650-868-9922 650-622-7833
South San Francisco Scavenger Company, Inc.	500 E. Jamie Court, South San Francisco, CA 94080	Paul Formosa	650-589-4020 x107 650-589-7385 (Fax)
Sonic Telecom	2260 Apollo Way, Santa Rosa, CA, 95407	Jasper Carter	707.799.7793
U.S. Postal Service	USPS Office 322 Linden Ave South San Francisco	Postmaster	800-275-8777
Bay Area Air Quality Management District (BAAQMD)	375 Beale Street, Ste. 600 San Francisco, CA 94105	Lina Patel	415-749-5117 LPatel@baaqmd.gov
San Mateo County	Department of Public Works 555 County Center, 5th Floor Redwood City, CA 94063	Adolfo Orellana Encroachment Permits	(650) 599-1489

Caltrans	111 Grand Ave Oakland, CA 94623	District 4 Encroachment Permits	
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- i) Add between the 2nd and 3rd paragraph of the RSS for section 5-1.36C(3) of the State Standard Specifications:

Adjustment of the utilities or facility shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

- (a) Verified by a representative of the utility or agency
- (b) Allowing at least the time shown for the utility owner to complete its work

Utility	Location	Work Days (Advance Notice / Perform Work)

10) **Storage Area & Contractor's Field Office**

- a) The City does not provide area for Contractor's use.

11) **Use of Water**

- a) Potable and non-potable water used in the prosecution of the work shall be at Contractor's expense. For potable water, Contractor shall apply and pay for a fire hydrant fee from the South San Francisco Fire Department located at 480 North Canal Street, South San Francisco, CA 94080 prior to starting work.

The said fee in the amount of \$351.00 shall be included in the price bid for mobilization and no additional compensation will be paid to the Contractor for this said permit fee.

Contractor shall coordinate with CalWater to receive a construction hydrant meter and pay any and all fees to obtain the meter.

12) **Public Notification**

- a) Contractor shall notify the public and all residences within 200-foot radius of the project limits as defined by the City by hand delivered notice 7 working days prior to any operations that may directly affect them (i.e., road closures or water outage). Notice and distribution limits are to be submitted to the Engineer for approval one week prior to its distribution. Associated costs shall be included in price bid for mobilization.

13) **Preconstruction Conference**

- a) A pre-construction conference shall be held as soon as possible after award of contract and at least five (5) working days before the start of the Work. The

Contractor's superintendent and knowledgeable representatives of all subcontractors shall attend the conference. Refer to the Technical Specifications for submittals required to be made prior to, or at this conference.

14) **Contractor's Use of Site**

- a) Confine operations at job site to areas permitted by contract documents, permits, ordinances, and laws. Obtain right of entry before entering private property. Submit a copy of the right of entry to the Engineer upon request.

15) **Pre-Construction Video and Construction Photographs**

- a) The Contractor shall take a pre-construction video and construction photographs during construction. Contractor may use such video or photographs as evidence to prove existing conditions within the project limits if there is any dispute whether the existing facility was damaged by the construction operation. If such evidence cannot be provided, the Contractor shall repair the damage at no additional cost to City whether or not the damage was caused by the Contractor. Full compensation for all work and materials specified under this section shall be included in the payment for various items of work, and no additional payment will be made, therefore.

16) **Maintaining Traffic**

- a) Attention is directed to Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the General Conditions and Section 12, "Temporary Traffic Control," of the State Standard Specifications.
- b) Nothing in these special conditions shall be construed as relieving the Contractor from his responsibility as provided in said Section VII-13, "Public Safety," of the General Conditions.
- c) Contractor's attention is directed to "Bid Item 2: TRAFFIC REGULATION AND CONSTRUCTION AREA SIGNS" for additional traffic control restrictions.

17) **Buy America**

- a) Comply with Section 6-1.04, "Buy America" of the State Standard Specifications.

18) **Construction & Demolition Waste Management Plan**

- a) Submit to the Engineer for approval a solid waste management plan (WMP) identifying how at least 65% of non-inert project waste materials and 100% inert materials will be diverted from the landfill through recycling, reuse and/or salvage in accordance with the City's Construction and Demolition Waste Management Plan (Appendix A).
- b) Adhere to the guidelines and reporting requirements of the approved WMP and shall post a separate surety bond in the amount of \$10,000.00.
- c) The said surety bond (this bond is in addition to the Payment Bond, and the Performance Bond) shall guaranty the Contractor to strictly follow the City's Construction and Demolition Waste Management Plan.

- d) Failure by the Contractor to perform the required work of the approved WMP shall be deemed as non-compliance and subject to the forfeiture of surety bond in the amount of \$10,000.00.
- e) Full compensation for complying with this Section is considered to be included in the various bid items on the bid proposal, and no separate payment shall be made thereof.

19) **Additional Applicable State Specification Sections**

- a) Section 1-1.01 of the State Standard Specifications applies to this contract.
- b) Applicable state specification sections for each bid item are shown in the technical specifications.

20) **Mobilization**

- a) Mobilization must comply with section 9, "Payment," of the State Standard Specifications

21) **Equipment Staging**

- a) Comply with regulations and standards specifications for public improvements and Title 10, Streets and Highways, of the South San Francisco code of ordinances.
- b) Following the completion of any portion of the work, promptly remove your equipment, temporary structures, and surplus material, except as otherwise provided, and dispose of all refuse resulting from the work, leaving the premises in a neat and clean condition.
- c) Jobsite must be clean at the end of each working day. Remove all dirt, debris, material etc. which might be an inconvenience or hazard to vehicular or pedestrian traffic. Perform cleanup operations to the satisfaction of the Engineer. Final cleanup must not lag behind the completion of the construction operation by more than three working days.
- d) Equipment and materials, while not actively engaged in construction activities, must be removed from the public street right away and must be stored on property you own or lease, or on other property for which you have been granted written permission to store such equipment and materials
- e) Staging area must be located on an existing, non-pervious surface. Staging will not be permitted on undeveloped property (pervious surfaces).
- f) Staging area must not be located in an environmentally or culturally sensitive area nor impact water resources (rivers, streams, bays, inlets, lakes, or drainage sloughs.)
- g) The staging area shall not affect access to properties or driveways.

APPENDIX A

Construction and Demolition Waste Management Plan

City of South San Francisco

Construction and Demolition Waste Management Plan

Information for the Applicants

General

The City of South San Francisco is mandated by the State of California to divert sixty-five percent (65%) of all solid waste from landfills either by reusing or recycling. To help meet this goal, a city ordinance requires completion of a Waste Management Plan (“WMP”) for covered building projects identifying how at least sixty-five percent (65%) of non-inert project waste materials and one hundred percent (100%) of inert materials (“65/100”) will be diverted from the landfill through recycling and salvage. A covered project is defined as:

- A residential or commercial remodeling or new construction project valued at \$50,000 or more,
- A residential or commercial remodeling or new construction project equal to or greater than 2,000 square feet or more, and
- All residential and commercial demolition and roofing projects which exceed \$5,000.

Separate WMPs must be completed for demolition and construction at the same site, if separate permits are required.

C&D Management Options

There are several management options to choose from that will aid in recycling or salvaging 65/100 percent of material generated at a jobsite.

1. Deconstruct all or part of a demolition and reuse the materials (see list of salvaging services and facilities attached).
2. Use one bin for all materials and take it to a mixed waste facility that diverts 65/100 percent or more of mixed Construction and Demolition (“C&D”) loads (see list of mixed C&D sorting facilities attached).
3. Put each type of material in a separate bin and take it to a facility that diverts each material (see list of facilities for other C&D materials and inert reuse and recycling facilities attached).

Disposal, which does not provide any diversion credit and may be the same cost as the diversion alternatives listed. Many facilities that process mixed waste are also disposal facilities, so be sure to tell them you want it diverted. Often the price is the same. If you choose to use a debris box company to haul your material, you will have to tell the debris box company where you want the material taken or they may take it for disposal. Be sure to get receipts for all materials diverted and

disposed. They are needed for the final report that is required for your deposit to be refunded.

Procedure

Before issuance of a building, grading, or demolition permit for a covered project, a WMP must be approved by the city.

1. The applicant must complete, sign, and submit to the City the attached WMP application.
2. A deposit must be submitted with the WMP. The amount of the deposit is calculated as \$50 per estimated ton of debris but not less than \$100, nor more than \$50,000 per permit.
3. The City's staff will review the submitted WMP. If the City official determines that the WMP is complete and indicates that at least 65/100 percent of the C&D debris will be diverted, the WMP will be approved, and a copy returned to the applicant.
4. Prior to the final building inspection for the project, a Diversion Assessment Form must be filled out and submitted to the building department. The report must include the approved WMP for the project, actual receipts, and weight tags (summaries or invoices are not acceptable) from all disposal and recycling facilities and/or vendors that received each type of material showing whether the material was landfilled or diverted. Receipts should contain the date, job address, or permit number, material type, disposition of material (reused, recycled, or landfilled), and the weight of the material.
5. A City official will review the Diversion Assessment Form and determine whether the applicant has complied with the diversion requirement. If it is determined that the applicant has complied with the diversion requirement, the deposit will be returned in full to the applicant without interest. If it is determined that the applicant has not complied with the diversion requirement, a portion of the deposit that is proportional to the diversion that was properly completed will be returned.



City of South San Francisco Construction and Demolition Waste Management Plan Application

South San Francisco's Construction and Demolition Debris Ordinance requires at least 65/100% of jobsite waste materials be diverted from the landfill. Please complete the first two pages and submit them to the Building Department. Keep the summary report form (page 3) to complete at the end of the project.

Project Information

Applicant Name: _____ Phone: _____

Applicant Affiliation: ☐ Owner ☐ Architect ☐ Builder ☐ Other

Applicant's Address: _____

Project Type: ☐ New Construction ☐ Remodel ☐ Demolition ☐ Roofing

Project Location: _____ Parcel No. _____

Hauling or Debris Box Co. Name: _____

Total Estimated Project Waste: _____ Tons

Amount of Deposit Required (\$50/ton or \$100 min./\$50,000 max.): \$ _____

FOR STAFF USE ONLY

☐ Approved

Building Permit No. _____

☐ Denied

☐ More Information Needed

Notes: _____

Deposit Posted \$ _____

Account# _____

Staff _____ Date _____

Diversion Information

1. Use the following to estimate total generated C&D debris expected from this project:

<u>Type of Project</u>	<u>Approximate Waste Generated</u>
New Construction	4 Pounds per square foot
Remodeling	40 Pounds per square foot
Demolition, excl. Foundation	70 Pounds per square foot
Demolition, incl. Foundation	100 Pounds per square foot
Roofing (Composition Shingles)	3 Pounds per square foot
Roofing (Wood/Shake Shingles)	2 Pounds per square foot
Roofing (Concrete/Clay Tiles)	10 Pounds per square foot

Total Estimated C&D Debris: _____ Tons (2,000 lbs. per ton)

2. The table below lists debris materials that are routinely generated at construction or demolition jobsites. Identify the materials that you estimate will be recycled, reused, or landfilled from your project site and the handling procedure, hauler and/or destination of each material type. The amount of material is not necessary in this section.

Material Type	Identify Materials (X)			Final Destination of Material
	Recycle	Reuse	Landfill	
<i>Example – Concrete</i>	<i>X</i>			<i>ABC Recycling</i>
Asphalt				
Brick				
Building Materials (doors, windows, fixtures, cabinets, etc.)				
Cardboard				
Concrete				
Dirt/Clean Fill				
Drywall				
Carpet Padding/Foam				
Glass				
Masonry				
Metals (steel, brass, aluminum, copper, etc.)				
Rock/Stone				
Roofing Material				
Tile				
Vegetative Debris (clearing/grubbing)				
Wood/Lumber				
Other				
Garbage				

Please sign and date attesting that the above information is true and correct to the best of your knowledge, that you acknowledge that all or a portion of your deposit may be forfeited to the City for failure to divert your waste, and that you are responsible for the actions of your contractors or other agents with regard to complying with the diversion requirement.

Signature: _____

Date: _____

Print Name: _____

Final Waste Management Plan Approval Diversion Assessment Form

Complete the Diversion Assessment Form below by marking what was actually done with all the C&D project materials and quantities (by weight) that were recycled, reused, or landfilled. All C&D materials must be accounted for, whether diverted or landfilled. You must attach receipts and weight tags from all recyclers and landfill locations that identify the date, jobsite address or permit number, material type, whether materials were recycled, salvaged, or landfilled, and weight of the loads.

Material Type	Actual Weight			Final Destination of Material
	Recycle	Reuse	Landfill	
<i>Example – Concrete</i>	<i>0.5 tons</i>			<i>ABC Recycling /Joe's Landfill</i>
Mixed C&D				
Asphalt				
Brick				
Building Materials (doors, windows, fixtures, cabinets, etc.)				
Cardboard				
Concrete				
Dirt/Clean Fill				
Drywall				
Carpet Padding/Foam				
Glass				
Masonry				
Metals (steel, brass, aluminum, copper, etc.)				
Rock/Stone				
Roofing Material				
Tile				
Vegetative Debris (clearing/grubbing)				
Wood/Lumber				
Other				
Garbage				

Please sign and date attesting that the above information is true and correct to the best of your knowledge, that you acknowledge that all of your deposit may be forfeited to the City for failure to divert any of your waste (and partially withheld if you do not meet the 65/100 percent diversion requirement).

Signature: _____ Date: _____

Print Name: _____

Construction and Demolition Debris (C&D) Recycling and Salvage Information

Salvage Services and Facilities

Rebuilding Together	650-366-6597	Accepts bathroom and electrical fixtures for reuse
TNT Demolition	650-341-9423	Soft demo contractor (deconstructs buildings to save materials for reuse)
Whole House Building Supply	650-328-8731	Retail warehouse, salvage sales at individual homes

Inert Reuse and Recycling Facilities (drop off location for clean loads in San Mateo County). Use of these facilities for all sorted debris will satisfy the ordinance requirements.

Blue Line Transfer Station 500 East Jamie Court, SSF	650-589-5511	(brick, concrete, rock, dirt, sand)
Brisbane Recycling Co. 5 Beatty Road, Brisbane	415-468-8822	(asphalt, concrete)
Granite Rock 195 Seaport, Redwood City	650-482-3840	(asphalt, concrete)
Harbor Sand and Gravel* 775 Seaport, Redwood City	650-367-7124	(asphalt, concrete, rock, dirt, sand)
Ox Mountain Landfill* 12310 San Mateo Road, Half Moon Bay	650-726-1819	(asphalt, brick, concrete, soil, dirt)
Ryan Engineering 8 Beatty Road, Brisbane	650-877-8088	(dirt, sand)
San Carlos Transfer Station 225 Shoreway Road, San Carlos	650-592-0255	(brick, concrete, dirt, sand)
SRDC* 199 Seaport, Redwood City	650-367-7324	(all inerts)

* **Mixed inert materials can be taken to these facilities for diversion. Call for details. Additional fees will apply.**

Mixed C&D Sorting Facilities (Certified facilities) These facilities will accept mixed loads of C&D and will sort them for diversion. Use of these facilities for all unsorted debris will satisfy the ordinance requirements.

Blue Line Transfer Station*	650-589-5511	500 East Jamie Court, South San Francisco
Coastside/Seacoast (Miramar to Pacifica)*	650-355-8400	1046 Palmetto Avenue, Pacifica (no inerts)
Green Waste Recovery*	408-283-4819	Call first. San Jose.
Guadalupe Landfill*	408-268-1670	15999 Guadalupe Mines Road, San Jose
Newby Island*	408-262-1401	1601 Dixon Landing Road, Milpitas
San Carlos Transfer Station*	650-592-2411	225 Shoreway Road, San Carlos
Zanker Material Processing Facility	408-263-2384	675 Esteros Road, San Jose

* **These facilities also accept waste for disposal. Please make sure your receipt indicates the material is destined for their C&D sorting line.**

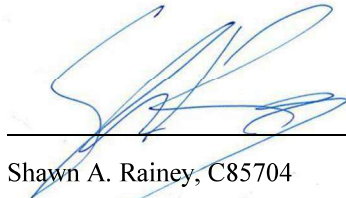
Facilities for Other C&D (Loads must contain only one material type [e.g. debris box that contains only wood] unless facility is also a Mixed C&D Sorting Facility mentioned above)

Blue Line Transfer Station 500 East Jamie Court, South San Francisco	650-589-5511	(wood, metals, roofing, drywall)
Coastside/Seacoast (Miramar to Pacifica) 1046 Palmetto Avenue, Pacifica	650-355-8400	(wood, metals)
Ox Mountain Landfill 12310 San Mateo Road, Half Moon Bay	650-726-1819	(wood, metals, inerts)
Pescadero Transfer Station Bean Hollow Road at Artichoke, Pescadero	650-879-0729	(wood, metals)
San Carlos Transfer Station 225 Shoreway Road, San Carlos	650-592-0255	(carpet, wood, metal, roofing)
Simsmetal 699 Seaport Place, Redwood City	650-369-4161	(ferrous metals)

Debris Box Companies

In the City of South San Francisco debris box services are provided solely by South San Francisco Scavenger Company.
South San Francisco Scavenger 650-589-4020
2703986.1

The special provisions contained herein for the SOUTH SAN FRANCISCO 2024 BROADBAND FIBER-OPTIC NETWORK PROJECT have been prepared by or under the direction of the following Registered Persons.


Shawn A. Rainey, C85704
Registered Civil Engineer

9/17/24





Elbert Kuan-Ti Chang, C61548
Registered Civil Engineer

9/17/24



SOUTH SAN FRANCISCO
2024 FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2201, BID NO. 2688
TECHNICAL SPECIFICATIONS
BID ITEMS

Item	Description
1	Mobilization and Demobilization
2	Traffic Regulation and Construction Area Signs
3	Furnish and Install 2-2" Conduit (Intercept Duct Bank)
4	Furnish and Install 3" Conduit
5	Furnish and Install 3/4" Indoor conduit
6	Furnish and Install 288-strand SMFO Cable
7	Furnish and Install 48-strand SMFO Cable (Plenum-rated)
8	Furnish and Install 12-strand SMFO Cable
9	Furnish and Install 12-strand SMFO Cable (Plenum-rated)
10	Furnish and Install No. 6E Pullbox
11	Furnish and Install Fiber Optic Splice Vault
12	Furnish and Install Manhole
13	Furnish and Install Splice Closure
14	Furnish and Install 12-Port Fiber Termination Panel
15	Furnish and Install 48-Port Fiber Termination Panel
16	Make and Test Fiber Splices and Terminations
17	Furnish and Install Fiber Optic Conduit Intercept Manhole (Revokable)
18	HMA Grind and Overlay
19	Minor Concrete (Sidewalk)
20	Minor Concrete (Curb and Gutter)
21	Restore Striping
22	Permit Fees (Allowance)

GENERAL NOTES

CONTROL OF WORK

Control of work shall conform to 2023 Caltrans Standard Specification Section 5-1.36C and the following:

Contractor shall physically verify all locations of existing utilities, and certify, in writing, that there are no conflicts with planned improvements. If there are conflicts, Contractor shall indicate in writing, the specific conflict and allow the Engineer 30 working days to provide a response. Contractor shall include a schedule activity for potholing (Contractor responsibility), and notification to the Engineer in the base line schedule. The 30 working day for Engineer review shall be identified as an owner activity in the project baseline schedule. If there are no conflicts identified, this activity will then be shown as owner float.

Maintain minimum clearances required by utility owner, or minimum of 10 feet if no requirement from utility owner exists, when working near existing underground and overhead facilities. Contractor shall maintain minimum

clearance from energized overhead line conductors as required by OSHA regulations when operating equipment in the vicinity.

Notify the Engineer at least 2 business days before performing work within 10 feet of all existing utilities.

Full compensation for complying with the requirements herein shall be considered included in other bid items of work and no additional compensation will be paid therefor.

CONTROL OF MATERIALS

Control of materials shall conform to 2023 Caltrans Standard Specification Section 6-2.03 and the following:

The Contractor shall procure the following materials from City:

- No items furnished by City.

TECHNICAL SPECS

BID ITEM 1: MOBILIZATION AND DEMOBILIZATION

A. DESCRIPTION

The Contractor shall furnish all labor, materials, and equipment necessary for equipment and labor mobilization and demobilization for the duration of the construction period. The Contractor shall limit this bid item amount to the following items:

1. Moving to and from the various sites all equipment required for the project.
2. Providing construction water supply. Contractor shall apply for a permit from the South San Francisco Fire Department, located at 480 North Canal Street, South San Francisco, CA, to obtain water from fire hydrants within the City, and to obtain the required meters and permits from the water purveyors within the City of South San Francisco.
3. Providing on-site sanitary facilities and potable water facilities as required.
4. Arranging for temporary work and storage yard. It is the Contractor's responsibility to survey and find the work and storage area suitable to the construction operations.
5. Developing and updating of the construction schedule as required by these specifications.
6. Coordination with utility agencies, public transportation, and public services.
7. Obtaining all required licenses, permits and fees (regarding reimbursement of fees see Permit Fees (Allowance) Bid Item).
8. Contractor and Sub-Contractor bonds and insurance as required by these specifications.
9. All incidentals for mobilization and demobilization scope of the work.
10. To comply and adhere to the reporting requirements of the City's Construction Waste Management Plan (WMP) – See appendix for procedures and reporting requirements and reporting forms required.
11. Site clean-up and equipment demobilization.
12. Covid-19 requirements as specified in the Special Conditions.

B. MEASUREMENT AND PAYMENT

“MOBILIZATION AND DEMOBILIZATION” is a **LUMP SUM** pay item and will not be measured separately.

Payment for “Mobilization and Demobilization” will be based on City acceptance of required submittals and will be made as a LUMP SUM as described below. The contract lump sum price paid for this item shall include full compensation for providing all labor, materials, tools, equipment, incidentals, complying with Covid-19 requirements as stated in the Special Conditions, and for doing all the work included and required to satisfactorily complete the work for Bid Item “Mobilization and Demobilization,” complete in place, including construction layout as shown on the plans, specified in the Caltrans 2023 Standard Specifications (Standard Specifications) and these Special Provisions, and as directed by the Engineer. Partial payments for “Mobilization and Demobilization” will be made in accordance with Public Contract Code § 10264.

Partial payment for the Bid Item “Mobilization and Demobilization” will be made as follows:

- a) When 5 percent (5%) of the original contract amount is earned, 50 percent (50%) of the amount bid for mobilization and demobilization, or 5 percent (5%) of the original contract amount, whichever is lesser, may be paid.
- b) When 10 percent (10%) of the original contract amount is earned, 75 percent (75%) of the amount bid for mobilization and demobilization or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, may be paid.
- c) When 20 percent (20%) of the original contract amount is earned, 95 percent of the amount bid for mobilization and demobilization, or 9.5 percent (9.5%) of the original contract amount, whichever is lesser, may be paid.
- d) When 50 percent (50%) of the original contract amount is earned, 100 percent (100%) of the amount bid for mobilization and demobilization, or 10 percent (10%) of the original contract amount, whichever is lesser, may be paid.
- e) Upon completion of all work on the project, payment of any amount bid for mobilization and demobilization in excess of 10 percent (10%) of the original contract amount will be paid.

BID ITEM 2: TRAFFIC REGULATION AND CONSTRUCTION AREA SIGNS

A. DESCRIPTION AND CONSTRUCTION

Traffic control shall protect vehicle, bicycle, and pedestrian traffic in the work area from construction equipment. Attention is directed to Section VII “Legal Relations and Responsibility” of the General Conditions. The Contractor shall submit a copy of the Traffic Control Plan/Detour Plans to the Engineer/Construction Inspector for approval seven (7) days prior to the pre-construction conference. Traffic Control Plan/Detour Plans shall conform with applicable permit conditions by other agencies.

Traffic control shall also comply with the California Manual on Uniform Traffic Control Devices (CA MUTCD) Part 6 – Temporary Traffic Control. Attention is directed to Item No. 2 “Order of Work”; Item No. 5 “Programming of Work/Special Staged Work Requirements”; Item No. 16 “Maintaining Traffic”; and Item No. 7 “Working Hours” of the Special Conditions. The traffic control manual may be obtained online at:

<https://dot.ca.gov/programs/safety-programs/camutcd>

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, “Temporary Traffic Control”, of the 2023 Standard Specifications and these specifications.

A minimum of two flagmen shall be used at all times and be able to communicate clearly by definition stated in the 2-flagmen method as defined by the California MUTCD. When construction occurs at an intersection, a minimum of two flagmen shall be required.

The Contractor shall prepare and submit a Traffic Control Plan and Detour Plan for each separate construction operation. No work shall be allowed to commence unless the traffic control and detour plans are approved by the Engineer and/or Construction Inspector. The Traffic Control Plan shall comply with all dimensions, signing, restrictions, signalization, and detours for all phases of construction. Approved traffic control and detour plans shall be in-place and approved by the Engineer prior to starting daily construction operations.

Contractor shall take into consideration the parking requirements and situations during the performance of the work and shall prepare a construction schedule to reflect a construction phasing plan to ensure residents and businesses will have adequate parking at nearby streets, minimizing the inconvenience of finding parking several blocks away during the work.

Once the Traffic Control Plans/Detour Plans have been approved, the Contractor shall adhere to the plan at all times or shall give the City written notice if modifications are required, subject to approval of the Engineer/Construction Inspector. Contractor shall not be allowed to start work until the revised Traffic Control Plan is approved and in place.

The selection and placement of traffic regulation measures, placing, moving and removing of signs and temporary striping, and the like, required to control traffic, pedestrians and bicyclists during construction, shall consider that the project shall be constructed in phases.

The order of work for this project shall be expected to be the following: mobilization and demobilization of construction equipment; traffic regulation and construction area signs; installation of conduit via trenching, installation of utility pull boxes and splice vaults within sidewalks and roadway shoulders; installation of fiber-optic cable in conduit, installation of splice closures, installation of fiber termination panels, and testing of fiber splices and terminations.

Contractor shall maintain a safe path of travel for pedestrians, bicycles and vehicular access through the work area at all times during permitted work hours and workdays while conducting temporary lane closures and work operations. Contractor shall also make provisions to be able to allow access for emergency services and buses through the work zones at all times. It shall be the Contractor's responsibility to coordinate their work with the residents, schools and businesses to minimize local traffic through the work area. Attention is directed to Sections 7 and 12 of the Special Conditions and these specifications.

Work shall be performed within regular work hours and regular workdays and as further stated on the these specifications.

Temporary lane closures will only be permitted per the hours listed in "Temporary Lane Closure Hours/Temporary Street Closure Hours" table during regular work hours and workdays.

Temporary full street segment closure will only be permitted per the hours listed in "Temporary Lane Closure Hours/Temporary Street Closure Hours" table during regular work hours and workdays. Otherwise, temporary full road closures are not permitted.

Table - Temporary Lane Closure Hours/Temporary Street Closure Hours

Street Name	Limits	Day Time Lane Closure Hours	Day Time Street Closure Hours
Westborough Blvd	Galway Dr to Orange Ave/Camaritas Ave	9AM to 3PM	N/A
West Orange Ave	Westborough Blvd to N Fairway Dr	9AM to 3PM	N/A
North Canal St	Orange Ave to 550 N. Canal St	8AM to 5PM	N/A

Contractor shall bid the project to be completed within the daytime work hours and daytime lane closure hours. Night-Time Lane Closure Hours (NTLCH) will only be permitted upon a written request to be submitted and approved by the City on a case-by-case basis. The written request for (NTLCH) shall include a noise abatement plan for the proposed night-time work. If the nighttime work is disruptive to the public due to noise and complaints received, the nighttime work shall cease and the project shall be completed during the day time hours.

Contractor shall carefully program the work for each workday and coordinate with nearby schools regarding any additional specific work hour restrictions due to special events or early dismissal times. All construction activities near school areas shall not be permitted during peak drop-off and pick-up times of 8:00-8:30 A.M. and 2:30-3:00 P.M.

SCHOOLS NEARBY WORK AREA			
SCHOOL NAME	PHONE	POSITION	E-MAIL
Westborough Middle School	P 650-877-8848 F 650-871-5356	Loraine Rossi de Campos, Principal	mison@ssfusd.org
South San Francisco Unified School District	P 650-877-8751 C 650-438-6085	Wazi Chowdhury,	wchowdhury@ssfusd.org

		Director of Facilities / Safety	
Los Cerritos Elementary School	P 650-877-8841 F 650-589-8093	Robin K. Pang- Maganaris, Interim Principal	rpang@ssfusd.org
South San Francisco High School	P 650-877-8754	Kevin R. Asbra, Principal	kasbra@ssfusd.org

It is the Contractor's responsibility to provide the required traffic control personnel, traffic control equipment and materials (e.g., barricades, cones, any other approved traffic control measures), and traffic control plan to ensure adequate protection of the traveling public and newly installed features during construction and after hours.

No construction equipment, project offices or storage yards shall be parked or located within the public right-of-way unless prior written approval is secured from the Engineer. No construction equipment shall be parked within 40 feet of a City fire hydrant.

All open excavations shall be covered at the end of each day per City Trench Plate Details R-14A and R-14B and when work has progressed beyond the immediate area to allow traffic access to the full width of the roadway.

B. MEASUREMENT AND PAYMENT

Attention is directed to all bidders that this bid item for traffic control shall only include the necessary cost to provide traffic control per these specifications and Special Provisions.

"TRAFFIC REGULATION AND CONSTRUCTION AREA SIGNS" is a **LUMP SUM** pay item and will not be measured separately.

Payment for "Traffic Regulation and Construction Area Signs," including, but not limited to providing Traffic Control Plans and Detour Plans for construction, all flagging costs, temporary lane closure and detour signs, construction work zone signs, barricades, traffic cones, required road closure personnel, providing temporary access for pedestrians during and after construction work hours, and all incidentals will be made on a LUMP SUM basis at the contract unit price.

Payment shall include full compensation for all labor, materials, equipment and incidentals for doing all work as specified in the Special Provisions, the Bid Item for "Traffic Regulation and Construction Area Signs," and as specified in the General Conditions for Public Convenience and Public Safety and no additional compensation shall be allowed therefor.

BID ITEM 3: FURNISH AND INSTALL 2-2" CONDUIT (INTERCEPT DUCT BANK)

BID ITEM 4: FURNISH AND INSTALL 3" CONDUIT

BID ITEM 5: FURNISH AND INSTALL 3/4" INDOOR CONDUIT

A. DESCRIPTION

The work described herein includes all the work related to furnishing and installing conduit. The purpose of conduit is to provide space for fiber optic cables as shown on the Plans.

B. MATERIALS AND EQUIPMENT

Conduit shall conform with 2023 Caltrans Standard Specification Section 86-1.02B. Conduit and conduit fittings must comply with the requirements shown in the following table:

Metal	Must be hot-dip galvanized rigid steel complying with UL 6 and ANSI C80.1. The zinc coating must comply with copper sulfate test requirements in UL 6. Fittings must be electrogalvanized and certified under UL 514B.
Non-metal	Must be Type A, extruded, rigid PVC conduit complying with UL 651 or must be HDPE conduit complying with UL 651A. Both must be Schedule 80.

All conduit must contain pull tape in accordance with 2023 Caltrans Standard Specification Section 86-1.02D(2).

Conduit must be non-metal unless otherwise shown on the Plans.

For all new conduit, the Contractor shall furnish and install fabric conduit dividers to allow the fiber-optic cable to be installed. Conduit dividers shall have a minimum of two cells and be installed according to the manufacturer's recommendations. The conduit divider shall be installed and the fiber-optic cable installed in one of the cells. Conduit dividers shall be MaxCell by TVC Communications, or approved equal. Rigid or semi-rigid innerduct is not allowed. Furnishing and installation of conduit dividers in new conduit shall be considered incidental to the installation of the conduit.

C. EXECUTION

Indoor conduit shall be Intermediate Metallic Conduit and attached securely to structure. Submit proposed path and attachments to City Building Inspector for review and approval.

Where applicable, Contractor shall intercept existing City conduits in existing duct bank and connect new conduits for connections to proposed pull boxes and manholes. The duct bank consists of the following conduits (min):

- 2-2" HDPE conduit (City)
- 2-3" HDPE conduit (MCI)
- 3-1.25" HDPE conduit (IIG)

Existing conduits labelled 2-2 HDPE (CITY) are assumed to have pull rope in them.

Underground conduit installation shall conform to 2023 Caltrans Standard Specification Section 87-1.03B(3).

Conduit installed underground must be type 3. The conduit in a foundation and between a foundation and the nearest pull box must be type 1.

If type 3 conduit is placed in a trench, not in the pavement or under concrete sidewalk, after the bedding material is placed and the conduit is installed, backfill the trench to not less than 4 inches above the conduit with minor concrete under section 90-2, except the concrete must contain not less than 421 pounds of cementitious material per cubic yard. Backfill the remaining trench to finished grade with backfill material.

After conductors have been installed, the ends of the conduits terminating in pull boxes, service equipment enclosures, and controller cabinets must be sealed with an authorized type of sealing compound. At those locations where conduit is required to be installed under pavement and underground facilities designated as high priority subsurface installation under govt code § 4216 et seq. Exist, conduit must be placed by the trenching in pavement method under section 87-1.03B(3)(b). At other locations where conduit is required to be installed under pavement and if a delay to vehicles will not exceed 5 minutes, conduit may be installed by the trenching in pavement method.

C.1 Horizontal directional Drilling Method

Horizontal directional Drilling Method shall conform to 2023 Caltrans Standard Specification Section 87-1.03B(3)(c) and the following:

Install conduit by the directional boring method, with approval of the Engineer, as shown or as specified in these special provisions.

Contractor shall pothole to locate all utilities and provide profiles showing minimum clearances prior to beginning any conduit installation by directional drilling method.

Include the location and the equipment to be used in the advance notice to the Engineer.

Prior to starting work, provide a layout and a profile plot to the Engineer showing the location of the bore to a resolution of 6 inches. Layout and profile plot shall include all utility crossed by the bored conduit.

Notify the Engineer 2 working days before starting directional boring operations.

Perform directional boring operations in the presence of the Engineer unless otherwise notified by the Engineer.

Install conduit to a minimum depth of 3 ft below finished grade.

The diameter of the boring tool must be 1.5 times the outside diameter of the conduit. Use only mineral slurry or wetting solution to lubricate the boring tool and to stabilize the soil surrounding the boring path. Mineral slurry or wetting solution must be water based and environmentally safe.

The directional boring equipment must have directional control of the boring tool and must have an electronic tool location detection system. During operation, the directional bore equipment must be able to determine the location of the tool both horizontally and vertically.

The directional boring equipment must be equipped with a tension measuring device that indicates the amount of tension exerted on conduit during conduit pulling operations.

You must have direct charge and control of the directional bore operation at all times.

Reform schedule 40 conduit with a mandrel after installation in the presence of the Engineer or Engineer-designated representative.

C.2 Trenching-In-Pavement Method

Trenching-In-Pavement Method shall conform to 2023 Caltrans Standard Specification Section 87-1.03B(3)(b)(iii) and the following:

Temporary trench backfill shall be temporary hot mix asphalt.

The concrete backfill for the installation of fiber optic conduits in trench shall be a medium to dark, red color to clearly distinguish the concrete backfill from other concrete and soil. The concrete shall be pigmented by the addition of commercial quality cement pigment to the concrete mix. The red concrete pigment shall be LM Scofield Company; Orange Chromix Colorant; Davis Colors; or equal. The concrete shall conform to the provisions in said Section 90-2, "Minor Concrete."

For trenches in pavement areas, only the top 4 inch of concrete backfill will be required to be pigmented concrete. At the option of the Contractor, the full depth may have the pigment.

Add 3rd paragraph in section 87-1.03C(1):

In a ground or sidewalk area, embed the bottom of a pull box in crushed rock.

Contractor shall restore pavement in trenched areas in conformance with City Standards R-10A through R-10E.

D. MEASUREMENT AND PAYMENT

“FURNISH AND INSTALL 2-2” CONDUIT (INTERCEPT DUCT BANK), “FURNISH AND INSTALL 3” CONDUIT” and “FURNISH AND INSTALL ¾” INDOOR CONDUIT” are LINEAR FOOT (LF) pay items.

Payment for **“FURNISH AND INSTALL 2-2” CONDUIT (INTERCEPT DUCT BANK)**, **“FURNISH AND INSTALL 3” CONDUIT** and **“FURNISH AND INSTALL ¾” INDOOR CONDUIT** include, but not limited include full compensation for providing all labor, materials, tools, equipment and incidentals to complete the work to install 2-2”, 2-3” and 3” conduit and ¾” indoor conduit including furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, but not limited to, potholing, installing conduit by trenching, intercepting existing conduit duct bank, connecting to existing conduits, installation of fabric innerduct in conduit, jacking, and boring methods, any temporary HMA patching, restoration of pavement section (at depth specified on plans) and T-cut, sidewalk, and landscaping within the conduit excavated area to City Standards, pavement restoration to City standards, entry into existing buildings, internal building routing investigation and approval, installation of structural attachments, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor.

BID ITEM 6: FURNISH AND INSTALL 288-STRAND SMFO CABLE

BID ITEM 7: FURNISH AND INSTALL 48-STRAND SMFO CABLE (PLENUM-RATED)

BID ITEM 8: FURNISH AND INSTALL 12-STRAND SMFO CABLE

BID ITEM 9: FURNISH AND INSTALL 12-STRAND SMFO CABLE (PLENUM-RATED)

A. DESCRIPTION

This section includes specifications and additional information on the furnishing and installation of SMFO cable. SMFO Cables identified on the plans should be installed at the location shown on the plan. The Fiber Optic Glossary within this project shall include the 2023 Caltrans Standard Specification Section 87-19.01B and the following:

Active Component Link Loss Budget -- The active component link loss budget is the difference between the average transmitter launch power (in dBm) and the receiver maximum sensitivity (in dBm).

Backbone -- Fiber cable that provides connections between the TMC and hubs, as well as between equipment rooms or buildings, and between hubs. The term is used interchangeably with "trunk" cable.

Breakout -- The cable "breakout" is produced by (1) removing the jacket just beyond the last tie-wrap point, (2) exposing 3 to 6 feet of the cable buffers, aramid strength yarn and central fiberglass strength member, and (3) cutting aramid yarn, central strength member and the buffer tubes to expose the individual glass fibers for splicing or connection to the appropriate device.

Connector -- A mechanical device used to align and join two fibers together to provide a means for attaching to and decoupling from a transmitter, receiver, or another fiber (i.e., patch panel).

Connectorized -- A term that describes the termination point of a fiber after connectors have been affixed.

Conduit Divider -- A rigid or fabric innerduct that is installed in new or existing conduit for fiber optic installations.

Connector Module Housing (CMH) -- A patch panel used in the FDU to terminate single mode fibers with most common connector types. It may include a jumper storage shelf and a hinged door.

Couplers -- Couplers are devices which mate two fiber optic connectors to facilitate the transition of optical light signals from one connector into another. Couplers may also be referred to as: adapters, feed-throughs, and barrels. They are normally located within FDUs mounted in panels. They may also be used unmounted, to join two simplex fiber runs.

Distribution Cable -- Fiber cable that provides connections between hubs. Drop cables are typically spliced into a distribution cable.

End-to-End Loss -- The maximum permissible end-to-end system attenuation is the total loss in a given link. This loss could be the actual measured loss, or calculated using typical (or specified) values. A designer should use typical values to calculate the end-to-end loss for a proposed link. This number will determine the amount of optical power (in dB) needed to meet the System Performance Margin.

Fan Out Termination -- Permits the branching of fibers contained in an optical cable into individual cables and can be done at field locations; thus, allowing the cables to be connectorized or terminated per system

requirements. A kit provides pull-out protection for individual bare fibers to support termination. It provides three layers of protection consisting of a Teflon inner tube, a dielectric strength member, and an outer protective PVC jacket.

FBC -- Fiber Backbone Cable.

Fiber Distribution Unit (FDU) -- A rack mountable enclosure containing both a Connector Module Housing (CMH) and a Splice Module Housing (SMH).

Fiber Storage Enclosure (FSE) -- Designed for holding excess cable slack for protection. The FSE allows the user flexibility in equipment location and the ability to pull cable back for resplicing.

F/O -- Fiber optic.

FOIP -- Fiber optic inside plant cable.

FOOP -- Fiber optic outside plant cable.

FOTP -- Fiber optic test procedure(s) as defined by TIA/EIA standards.

FPC -- Fiber Pigtail Cable

FTC -- Fiber Trunkline Cable

Light Source -- A portable fiber optic test equipment that, in conjunction with a power meter, is used to perform end-to-end attenuation testing. It contains a stabilized light source operating at the designed wavelength of the system under test. It also couples light from the source into the fiber to be received at the far end by the receiver.

Link -- A passive section of the system, the ends of which are connectorized. A link may include splices and couplers. For example, a video data link may be from video F/O transmitter to video F/O receiver.

Link Loss Budget -- A calculation of the overall permissible attenuation from the fiber optic transmitter (source) to the fiber optic receiver (detector).

Loose Tube Cable -- Type of cable construction in which fibers are placed in buffer tubes to isolate them from outside forces (stress). A flooding compound or material is applied to the interstitial cable core to prevent water migration and penetration. This type of cable is primarily for outdoor applications.

Mid-span Access Method -- Description of a procedure in which fibers from a single buffer tube are accessed and spliced to an adjoining cable without cutting the unused fibers in the buffer tube, or disturbing the remaining buffer tubes in the cable.

MMFO -- Multimode Fiber Optic Cable.

Optical Time Domain Reflectometer (OTDR) -- Fiber optic test equipment similar in appearance to an oscilloscope that is used to measure the total amount of power loss in a F/O cable between two points. It provides a visual and printed display of the losses associated with system components such as fiber, splices and connectors.

Optical Attenuator -- An optical element that reduces the intensity of a signal passing through it.

Patch Cord -- A short jumper used to join two Connector Module Housing (CMH) couplers, and or a CMH and an active optical electronic device.

Pigtail -- Relatively short length of fiber optic cable that is connectorized on only one end. All pigtails shall be tight buffer cable.

Power Meter -- A portable fiber optic test equipment that, when coupled with a light source, is used to perform end-to-end attenuation testing. It contains a detector that is sensitive to light at the designed wavelength of the system under test. Its display indicates the amount of power injected by the light source that arrives at the receiving end of the link. Segment - A section of F/O cable that is not connected to any active device and may or may not have splices per the design.

Segment -- A section of fiber optic cable that is not connected to any active device and may or may not have splices per the design.

SMFO -- Single mode Fiber Optic Cable.

Splice -- The permanent joining of two fiber ends using a fusion splicer.

Splice Closure -- A environmentally sealed container used to organize and protect splice trays. The container allows splitting or routing of fiber cables from multiple locations. Normally installed in a splice vault.

Splice Module Housing (SMH) -- A unit that stores splice trays as well as pigtails and short cable lengths. The unit allows splitting or routing of fiber cables from and to multiple locations.

Splice Tray -- A container used to organize and protect spliced fibers.

Splice Vault -- An underground container used to house excess cable and splice closures.

System Performance Margin -- A calculation of the overall "End to End" permissible attenuation from the fiber optic transmitter (source) to the fiber optic receiver (detector). The system performance margin should be at least 6 dB. This includes the difference between the active component link loss budget, the passive cable attenuation (total fiber loss) and the total connector/splice loss.

Tight Buffer Cable -- Type of non-breakout cable construction where each glass fiber is tightly buffered (directly coated) with a protective thermoplastic coating to 900 µm with the exception of the protective thermoplastic coating. The tight buffer cable shall meet all the characteristics of the fiber in the fiber optic outside plant cable specified elsewhere in these specifications.

B. MATERIALS AND EQUIPMENT

All Fiber Optic Cables shall conform to 2023 Caltrans Standard Specification Section 87-19.02C and the following:

General

Each fiber optic outside plant cable (FOOP) for this project shall be all dielectric, gel filled or water-blocking material, duct type, with loose buffer tube construction with a maximum outside diameter of 0.72 inch and shall conform to these special provisions. Cables shall contain single mode (SM) dual-window (1310 nm and 1550 nm) fibers with the numbers described below and as shown on the plans:

Cable Sizes

Cable Size	Number and Type of Fibers
288 SMFO	288 SM Fibers
48 SMFO	48 SM Fibers
12 SMFO	12 SM Fibers

All fiber-optic cables installed more than 50 feet from building entry point shall be plenum-rated.

Packaging and Shipping Requirements

Documentation of compliance to the required specifications shall be provided to the Engineer prior to ordering the material.

Fiber Optic Testing shall comply with State Standard Specifications (Section 87-19.01D).

The completed cable shall be packaged for shipment on reels. The cable shall be wrapped in a weather and temperature resistant covering. Both ends of the cable shall be sealed to prevent the ingress of moisture.

Each end of the cable shall be securely fastened to the reel to prevent the cable from coming loose during transit. Two meters of cable length on each end of the cable shall be accessible for testing.

Each cable reel shall have a durable weatherproof label or tag showing the manufacturer's name, the cable type, the actual length of cable on the reel, the Contractor's name, the contract number, and the reel number. A shipping record shall be provided to the Engineer in a weatherproof envelope showing the above information and also include the date of manufacture, cable characteristics (size, attenuation, bandwidth, etc.), factory test results, cable identification number and any other pertinent information

The minimum hub diameter of the reel shall be at least thirty times the diameter of the cable. The F/O cable shall be in one continuous length per reel with no factory splices in the fiber. Each reel shall be marked to indicate the direction the reel should be rolled to prevent loosening of the cable.

Installation procedures and technical support information shall be furnished at the time of delivery.

C. EXECUTION

Quality Control shall conform to 2023 Caltrans Standard Specification Section 87-19.01D(2), Section 87-19.03A, and the following:

Testing shall be performed on all fiber optic locations on all strands utilized by project, including splices between new cables and splices between new and existing cables.

Testing shall be performed in the presence of Engineer or Engineer-designated representative.

Installation of Fiber Optic shall conform to 2023 Caltrans Standard Specifications Section 87-19.03C and the following:

Fiber optic cable shall be installed in conduit system as show on the plans.

Fiber optic conduit system shall consist of conduits, fiber optic pull boxes and fiber optic splice vaults or cabinets.

There shall be no re-use fiber optic cable for the installation.

Existing conduit system identified for usage in the plans must be investigated to be free and clear of debris, breakages or blockages that will inhibit fiber optic cable installation or damage the fiber optic cable during its installation and operations.

As directed by the Engineer, existing conduits may need to be located. Excavate exploratory holes for locating existing conduit. Excavate and backfill exploratory holes to a maximum size of 2-1/2 feet in width, 5 feet in depth, and 5 feet on each side of the marker or directed. If the conduit is not found and if ordered, increase the size of the exploratory holes beyond the dimensions specified. The additional excavation and backfill is change order work.

Existing conduit system investigation methods must use industry accepted methods to positively determine whether there is a continuous and unobstructed path in each existing empty conduit between any two consecutive boxes. The Contractor must use standard industry methods such as mandrel or cylindrical wire brush, and blow-out with compressed air. Submit the findings in an organized report to the Engineer.

Installation procedures shall be in conformance with the procedures specified by the cable manufacturer for the specific cable being installed. The Contractor shall submit to the engineer the manufacturer's recommended procedures for pulling fiber optic cable at least 20 working days prior to installing cable. Mechanical aids may be used, provided that a tension measuring device is placed in tension to the end of the cable. The tension applied shall not exceed 500 lb-force or the manufacturers recommended pulling tension, whichever is less.

The F/O cable shall be installed using a cable pulling lubricant recommended by the cable manufacture and a non-abrasive pull tape conforming to the provisions described under "Conduit" elsewhere in these special provisions. Contractor's personnel shall be stationed at each pull box, vault and cabinet through which the cable is pulled to lubricate and prevent kinking or other damage.

During cable installation, the bend radius shall be maintained at not less than twenty times the outside diameter of the cable. The cable grips for installing the fiber optic cable shall have a ball bearing swivel to prevent the cable from twisting during installation. At the Contractor's option, the fiber cable may be installed using the air blown method. Where integral innerduct is used, the duct splice points or any temporary splices of innerduct used for installation must withstand a static air pressure of 110 psi.

The fiber installation equipment must incorporate a mechanical drive unit or pusher, which feeds cable into the pressurized innerduct to provide a sufficient push force on the cable, which is coupled with the drag force created by the high-speed airflow. The unit must be equipped with controls to regulate the flow rate of compressed air entering the duct and any hydraulic or pneumatic pressure applied to the cable. It must accommodate longitudinally ribbed or smooth wall ducts from nominal 0.625-inch to 2-inch inner diameter. Mid assist or cascading of equipment must be for the installation of long cable runs. The equipment must incorporate safety shutoff valves to disable the system in the event of sudden changes in pneumatic or hydraulic pressure.

The equipment must not require the use of a piston or any other air capturing device to impose a pulling force at the front end of the cable, which also significantly restricts the free flow of air through the inner duct. It must incorporate the use of a counting device to determine the speed of the cable during installation and the length of the cable installed. The cable shall be installed without splices except where specifically allowed on the plans or described in these special provisions. Minimum slack of the cable as shown on the plans shall be provided at each cable access location without a cable splice.

When installing fiber optic cable in existing conduit, the Contractor shall furnish and install fabric conduit dividers to allow the fiber-optic cable to be installed over any existing cables or conductors. Conduit dividers shall have a minimum of two cells and be installed according to the manufacturer's recommendations. The conduit divider shall be installed on top of existing cables or conductors (if present), and the fiber-optic cable installed in one of the cells. Conduit dividers shall be MaxCell by TVC Communications, or approved equal. Rigid or semi-rigid innerduct is not allowed. Conduit dividers are not required for empty conduits. Furnishing and installation of conduit dividers shall be considered incidental to the installation of fiber optic cable. In locations where there are parallel conduits, the fabric conduit dividers will only be installed in the conduit the fiber optic cable is being installed in.

D. MEASUREMENT AND PAYMENT

“FURNISH AND INSTALL 288-STRAND SMFO CABLE”, “FURNISH AND INSTALL 48-STRAND SMFO CABLE (PLENUM-RATED)”, “FURNISH AND INSTALL 12-STRAND SMFO CABLE”, and “FURNISH AND INSTALL 12-STRAND SMFO CABLE (PLENUM RATED)” are LINEAR FOOT (LF) pay items.

Payment for **“FURNISH AND INSTALL 288-STRAND SMFO CABLE”, “FURNISH AND INSTALL 48-STRAND SMFO CABLE (PLENUM-RATED)”, “FURNISH AND INSTALL 12-STRAND SMFO CABLE”, and “FURNISH AND INSTALL 12-STRAND SMFO CABLE (PLENUM-RATED)”** include, but not limited to full compensation for furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, furnishing and installing fiber optic cables, installing fabric Conduit dividers, and all other work required to install the cables complete in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor.

BID ITEM 10 FURNISH AND INSTALL No. 6E PULL BOX

BID ITEM 11 FURNISH AND INSTALL FIBER OPTIC SPLICE VAULT

BID ITEM 12 FURNISH AND INSTALL MANHOLE

A. DESCRIPTION

The work described herein includes all the work related to furnishing and installing of No. 6E pull box, Fiber Optic Splice Vault, and manhole. No. 6E pull box, Fiber Optic Splice Vaults, and manhole identified on the plans should be installed at the location shown on the plan.

B. MATERIALS AND EQUIPMENT

Pull box shall conform to 2023 Caltrans Standard Specifications Section 86-1.02C and the following:

Pull box cover and extensions may be constructed of reinforced portland cement concrete or of non-PCC material with concrete gray color. Conduits must not protrude more than 2 inches inside the pull box and shall enter the pull box at about 20 degrees in both the vertical and horizontal directions. Watertight sealing plugs as specified elsewhere in these special provisions are required around all conduits.

Splice Vaults shall conform to 2023 Caltrans Standard Specifications Section 87-19.02B.

Manholes shall be per the detail shown in the plan documents.

Covers labels for pull boxes, splice vaults, and manholes shall be per the details shown in the plan documents.

Conduit connection between pull box, splice vault and manholes to existing conduit shall match existing conduit size and type.

C. EXECUTION

Installation shall conform to 2023 Caltrans Standard Specifications Section 87-19.03B and the following:
Install pull boxes no more than 600 feet apart.

Traffic signal system shutdowns are limited to periods between the hours of 11 a.m. and 2 p.m.

Where a pull box is adjacent to a post or standard, place the box within 5 feet and on the opposite side of standard handhole if practical.

Where a pull box is in the vicinity of curb, place the box adjacent to the back of the curb if practical.

If you damage existing pull boxes while working, you must remove and replace unless otherwise approved by the Public Works Inspector.

Grout around conduits that are installed through the sides of the pull box. Cure grout by keeping the surface damp for 3 days by applying water to keep the mortar continuously wet after the mortar is placed. You may use cotton mats, rugs, carpets, or earth or sand blankets as a curing medium to retain the moisture during the curing period.

Manholes on Westborough Blvd shall be centered on existing lane lines. Manholes shall be placed adjacent to (and not over) existing fiber conduit.

D. MEASUREMENT AND PAYMENT

“FURNISH AND INSTALL No. 6E PULLBOX”, “FURNISH AND INSTALL FIBER OPTIC SPLICE VAULT”, and “FURNISH AND INSTALL MANHOLE” are EACH (EA) pay items.

Payment for **“FURNISH AND INSTALL No. 6E PULLBOX”, “FURNISH AND INSTALL FIBER OPTIC SPLICE VAULT”, and “FURNISH AND INSTALL MANHOLE”** include, but not limited to full compensation for furnishing all labor, materials, tools, equipment and incidentals for all the work involved in excavating, removing existing pull boxes or frames, cover, and installing No. 6 pull box with extension and cover, or and installing Fiber Optic Splice Vault and cover, or installing manhole, installation of a ground rod, intercepting existing conduit duct bank, connecting pull box, splice vaults, and manholes to existing conduits (same size and type), restoration of existing pavement section, any temporary HMA patching, and as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor.

BID ITEM 13: FURNISH AND INSTALL SPLICE CLOSURE

A. DESCRIPTION

The work described herein includes all the work related to the furnishing and installation of splice closures. Splice closures identified on the plans should be installed at the location shown on the plan.

B. MATERIALS AND EQUIPMENT

Splice closure shall conform to 2023 Caltrans Standard Specifications Section 87-19.02D.

Splice closure shall accommodate 48 fiber splices or as indicated on the plan.

C. EXECUTION

Installation shall conform to 2023 Caltrans Standard Specifications Section 87-19.03E.

D. MEASUREMENT AND PAYMENT

“FURNISH AND INSTALL SPLICE CLOSURE” is EACH (EA) pay items.

Payment for **“FURNISH AND INSTALL SPLICE CLOSURE”** includes, but not limited include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all the work involved in, but not limited to furnish and installing Splice Vault as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor.

BID ITEM 14: FURNISH AND INSTALL 12-PORT FIBER TERMINATION PANEL

BID ITEM 15: FURNISH AND INSTALL 48-PORT FIBER TERMINATION PANEL

A. DESCRIPTION

The work described herein includes all the work related to furnishing and installing Fiber Termination Panel. Fiber termination panels identified on the plans should be installed at the location shown on the plan. Patch cords will be furnished and installed by others.

B. MATERIALS AND EQUIPMENT

Fiber Termination Panel shall conform to 2023 Caltrans Standard Specifications Section 87-19.02E.

C. EXECUTION

Installation shall conform to 2023 Caltrans Standard Specifications Section 87-19.03F.

D. MEASUREMENT AND PAYMENT

“FURNISH AND INSTALL 12-PORT FIBER TERMINATION PANEL” AND “FURNISH AND INSTALL 48-PORT FIBER TERMINATION PANEL” are EACH (EA) pay items.

Payment for **“FURNISH AND INSTALL 12-PORT FIBER TERMINATION PANEL” AND “FURNISH AND INSTALL 48-PORT FIBER TERMINATION PANEL”** includes, but not limited to full compensation for furnishing all labor, materials, tools, equipment and incidentals for all the work involved in installing the fiber termination panel per manufacturers specifications, all adapter plates, rack mounting hardware, splice cartridges, and connectors, complete in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor.

BID ITEM 16: MAKE AND TEST FIBER SPLICINGS AND TERMINATIONS

A. DESCRIPTION

The Contractor shall make and test all fibers splices and termination shown on the plans. Fiber-optic cable splicing and testing shall conform to 2023 Caltrans Standard Specifications.

B. EXECUTION

The splicing of conductors and installation of connectors and terminals must be in accordance with 2023 Caltrans Standard Specifications Section 87-1.03H, 87-1.03I, 87-19.01D(2), AND 87-19.03D.

Testing shall be performed on all fiber optic locations on all strands utilized by project, including splices between new cables and splices between new and existing cables.

Testing shall be performed in the presence of Engineer or Engineer-designated representative.

C. MEASUREMENT AND PAYMENT

“MAKE AND TEST FIBER SPLICINGS AND TERMINATIONS” is **EACH (EA)** pay items.

Payment for **“MAKE AND TEST FIBER SPLICINGS AND TERMINATIONS”** includes, but not limited include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all the work involved in making and testing fiber splicing and terminations per manufacturers specifications, and shall include, but not be limited to, all adapter plates, rack mounting hardware, splice cartridges, and connectors, complete in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor.

BID ITEM 17: FURNISH AND INSTALL FIBER OPTIC MANHOLE (REVOKABLE)

A. DESCRIPTION

The work described herein includes all the work related to installing additional Fiber-Optic manholes along existing conduit routes. This includes intercepting existing conduit runs with new conduit to and from a new manhole in addition to those noted on the project plans and running new Fiber Optic cable through these manholes.

B. MATERIALS AND EQUIPMENT

Conduit shall conform to the 2023 Caltrans Standard Specifications Sections outlined under Bid Items 3,4 and 5 above. Fiber optic cable shall conform to the 2023 Caltrans Standard Specifications Sections outlined under Bid Items 6, 7, 8, and 9 above. Manholes shall conform to the details in the plans outlined under Bid Item 12 above.

C. EXECUTION

Intercept manholes are provided as a revokable bid item; as such, if the contractor needs to install a manhole at any location not indicated on the project plans, it will be subject to City and Engineer approval. Installation of conduits shall conform to the requirements outlined under Bid Items 3, 4, and 5 above. Installation of fiber optic cable shall conform to the requirements outlined under Bid Items 6, 7, 8, and 9 above. Installation of manholes, shall conform to the requirements outlined under Bid Items 12 above.

D. MEASUREMENT AND PAYMENT

“FURNISH AND INSTALL FIBER OPTIC MANHOLE (REVOKABLE) is an **EACH (EA)** pay item.

Payment for **“FURNISH AND INSTALL FIBER OPTIC MANHOLE (REVOKABLE)** includes, but not limited include full compensation for furnishing all labor, materials, tools, equipment and incidentals to install, including furnishing all labor, materials, tools, equipment and incidentals for all the work involved in, but not limited to, potholing,; intercepting existing conduit duct bank and connecting manholes to existing conduits (same size and type), restoration of pavement section, any HMA patching; furnishing, and installing additional fiber optic cable for manhole, and all other work required to install the cables complete in place; excavating, and installing Fiber Optic manhole and cover, installation of a ground rod, as specified in these Special Provisions, and as directed by the Engineer and no additional allowance will be made therefor. The Contractor shall restore all concrete and paved areas, landscaped areas, and all other improvements disturbed or damaged by their operations. Payment for the restoration of damaged areas shall be included in the prices paid for various items of work and no additional allowance will be made therefor. Since this pay item is revokable, payment will only be rendered for this item if additional Fiber Optic Manholes are installed for the project beyond what is shown on the project plans and will be subject to City and Engineer approval.

BID ITEM 18: HOT MIX ASPHALT (HMA) GRIND AND OVERLAY

A. DESCRIPTION

The work described herein includes all the work related to Hot Mix Asphalt (HMA) Grind and Overlay as required by the City for pavement restoration in standard details U-1A, U-10A, U-10B, U-10C, and U-10E.

B. MATERIALS AND EQUIPMENT

HMA shall be 1/2-inch Type A aggregate conforming to Section 39, “Asphalt Concrete,” of the State Standard Specifications for a single lift which follows City of South San Francisco Standard Details U-1A (utility trenching), U-10A, U-10B, U-10C, and U-10E (pavement restoration). The Contractor shall submit to the Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certificate of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications and a mix design for the HMA. The mix design shall be performed in accordance with Section 39-2.02 ‘Type A Hot Mix Asphalt,’ of the State Standard Specifications. The Certificate of Compliance shall be signed by the material supplier or his representative. The Contractor shall be responsible for all costs associated with the required mix design.

Asphalt binder shall be steam refined paving asphalt conforming to Performance Grade (PG) System PG 64-16.

Asphaltic Emulsion for the application of the "Tack Coat" shall be paving asphalt Grade 120-150, Type SSI, as conforming to the provisions in Section 92, “Asphalt Binders,” and Section 94, “Asphaltic Emulsions,” of the State Standard Specifications.

C. EXECUTION

The Contractor shall install hot mix asphalt (HMA) to the 2” depth (min) required by City of South San Francisco Standard Details.

HMA shall be produced and constructed in accordance with Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications as modified by these Technical Specifications.

The surfaces upon which HMA is to be placed shall be thoroughly cleaned of all dirt, vegetation, and debris. Prior to application of tack coat, the street shall be cleaned with a vacuum street sweeper and be clean of all dust.

Existing paved surfaces shall be given a tack coat by spraying with penetration type emulsified asphalt (Type SSI) at the rate of 0.05 to 0.10 gallon per square yard as directed by the Engineer.

The HMA shall be placed and compacted in the excavation, after compaction of subgrade to 95% to the grade of existing road pavement. The HMA shall be placed per City of South San Francisco Standard Details U-1A (utility trenching), U-10A, U-10B, U-10C, and U-10E (pavement restoration). Conform sections shall be squared off and hand raked to a neat straight line. Edges at curb shall be hand raked and rolled with a small roller or tamper when larger roller cannot be used.

HMA shall be compacted to 95% of maximum relative compaction as determined by standard test method ASTM D 6938 (replaces test D 2922); nuclear density device may be used.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities.

Any ridges, indentations or other objectionable marks left in the surface of the HMA shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the HMA shall be discontinued and other acceptable equipment shall be furnished by the Contractor.

The surface of the mixture after compression shall be smooth and true to the established crown and grade. Any mixture which becomes loose or broken, mixed with dirt, or in any way defective, shall be removed and replaced with fresh hot mixture and shall be immediately compacted to conform to the surrounding area.

Prior to commencing work, the Contractor shall submit certification from the supplier that the material he is furnishing has been properly tested within the last 6 weeks and designed so as to meet the aforementioned specifications. Cost of any such testing shall be the responsibility of the Contractor and/or supplier.

During the work, the City may periodically sample and test the furnished material to ensure quality control in accordance with the City's Quality Assurance Program. The City will assume the cost of the testing; however, the Contractor will be required to pay for all failing tests.

Once a supplier's material has been found acceptable, the Contractor shall furnish material from no other source without the prior approval of the Engineer in writing.

The Contractor shall submit asphalt concrete Weighmaster's Certificates as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the Certificates at the end of each day when asphalt concrete is installed, a temporary stop work order may be issued on the paving operation with no associated cost incurred by the City. The paving operation may resume with the Engineer's written approval upon receiving and reviewing the Certificates.

D. MEASUREMENT AND PAYMENT

"HOT MIX ASPHALT (HMA) GRIND AND OVERLAY" is a **SQUARE FOOT (SF)** pay item.

Payment for **"HOT MIX ASPHALT (HMA) GRIND AND OVERLAY"** includes, but is not limited to include, full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Hot Mix Asphalt Grind and Overlay including doing all the work involved in installation of HMA complete in place, including tack coat, cleaning surface, and all incidental work, all as specified in the State Standard Specifications, these Technical Specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Section 9-1.07C, "Payment Adjustments," of the State Standard Specifications shall not apply. No adjustments in payment will be made for fluctuations in the cost of asphaltic materials.

BID ITEM 19: MINOR CONCRETE (SIDEWALK)

BID ITEM 20: MINOR CONCRETE (CURB AND GUTTER)

A. DESCRIPTION

The Contractor shall install Minor Concrete and any other materials necessary in the replacement of Sidewalks, Curbs, and Gutters as part of this project. These work includes furnishing and installing aggregate base under sidewalks, curbs, and gutters, as well as furnishing and installing dowels between existing and new sidewalk, curb, or gutter panels, as required by City of South San Francisco standard details R-1 (street improvement specifications), R-2A (curb and gutter), R-3A (monolithic sidewalk), R-3B (separated sidewalks), and R-9 (sidewalk restoration).

B. MATERIALS AND EQUIPMENT

Concrete curbs, gutters, sidewalks, curb ramps, and driveways shall be constructed in accordance with Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications and the provisions of the City of South San Francisco Standard Details. Concrete shall be minor concrete in accordance with Section 90-2, "Minor Concrete," of the State Standard Specifications. Contractor to confirm concrete color admixtures with City prior to submitting concrete mix for City review and approval.

Aggregate base shall be placed under all minor concrete, as specified below and as shown on the plans. Aggregate base shall be Class 2 and shall conform to the grading and quality requirements for $\frac{3}{4}$ " maximum as specified in Section 26-1.02B, "Class 2 Aggregate Base," of the State Standard Specifications. Aggregate base material shall be compacted to 95% of maximum relative compaction as determined by standard test method ASTM D 6938 (replaces test D 2922); nuclear density device may be used.

The Contractor shall install aggregate base rock from one source to ensure compaction testing results are reliable and consistent for the duration of the project.

C. EXECUTION

Concrete Sidewalk installed shall conform to City of South San Francisco standard details R-3A or R-3B, as applicable, and shall be installed according to standard detail R-9. The contractor shall backfill voids left by form boards with native soil and grade accordingly.

Curb and gutter installed shall conform to City of South San Francisco standard detail R-2A, and the curb type should match the existing condition between curb Types "A", "B", and "C" of existing adjacent panels. City standard detail R-2D (curb and gutter transitions) shall be adhered to where applicable. Exposed corners shall be rounded with a steel tool with a $\frac{1}{2}$ inch radius. All other exposed surfaces shall have a medium broom finish. Curb and gutter shall be broomed parallel to the direction of the curb. Sidewalk shall be broomed perpendicular to the direction of the curb. No separate measurement will be made for medium broom finish.

Subgrade shall be compacted to 95% of maximum relative compaction as determined by standard test method ASTM D 6938 (replaces test D 2922); nuclear density device may be used. All soft or spongy subgrade material within sidewalk areas shall be removed and replaced with suitable material as required by the Engineer.

The Engineer shall be notified 24 hours prior to concrete pour. The Contractor shall provide string lines and forms delineating the proposed concrete surface for Engineer observation a minimum of 4 (four) hours prior to concrete pour. No concrete shall be poured until Engineer has approved the forms.

All oil, paint, tire, graffiti and other marks shall be removed from all minor concrete construction by sandblasting or complete replacement prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting or complete replacement.

All grade differentials adjacent to new concrete over 1" shall be backfilled with native soil at a 4:1 maximum slope and compacted to 90% relative compaction. No separate payment will be made for backfilling and compaction of native soil.

D. MEASUREMENT AND PAYMENT

"MINOR CONCRETE (SIDEWALK)" is a **SQUARE FOOT (SF)** pay item and **"MINOR CONCRETE (CURB AND GUTTER)"** is a **LINEAR FOOT (LF)** pay item (measured at the face of curb).

Payment for **"MINOR CONCRETE (SIDEWALK)"** includes, but is not limited to include, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installation of sidewalk, including subgrade preparation and furnishing, placing, and compacting aggregate base rock, complete in place, all as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Payment for **"MINOR CONCRETE (CURB AND GUTTER)"** includes, but is not limited to include, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installation of new curb and gutter, including subgrade preparation and furnishing, placing, and compacting aggregate base rock, complete in place, all as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

BID ITEM 21: RESTORE STRIPING

A. DESCRIPTION

The work described herein includes all work related to the restoration of roadway striping impacted by conduit installation or hot mix asphalt grind and overlay.

B. MATERIALS AND EQUIPMENT

Per City of South San Francisco Standard Detail R-1 (Street Improvement Specifications), all traffic striping and pavement markings shall be hot-applied thermoplastic paint with glass beading. Preformed thermoplastic shall only be allowed for striping restoration for trench restorations.

Thermoplastic traffic stripes and pavement markings such as lane markings, arrows, crosswalks, parking stalls, etc., shall be in accordance with Section 84, "Markings", of the State Standard Specifications.

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

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

C. EXECUTION

Contractor to replace existing pavement markings and striping in kind with approval of City Engineer

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

Per the pavement restoration guidelines in City of South San Francisco standard details R-10A, R-10B, and R-10C, all striping shall be restored within 2-7 days of HMA Grind and Overlay treatment. Asphalt shall be allowed to cure for a minimum of 2 days prior to striping.

D. MEASUREMENT AND PAYMENT

“RESTORE STRIPING” is a LUMP SUM (LS) pay item.

Payment for “RESTORE STRIPING” includes, but is not limited to, full compensation for furnishing all labor, materials, tools, equipment and incidentals for all the work involved in replacing striping and pavement markings removed within the extents where pavement restoration as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

BID ITEM 22: PERMIT FEES (ALLOWANCE)

A. DESCRIPTION

The Contractor shall obtain all permits (including traffic, encroachment, building, etc) and pay all fees required to perform project work in, adjacent to, or impacting the following agencies:

Agency	Applicable Sheet
Caltrans	FO-03, FO-04
San Mateo County (SMC)	FO-04, FO-05, FO-06, FO-07, FO-08
SFPUC	FO-8, FO-10, FO-11
Westborough Water District	FO-01, FO-02, FO-03

B. MATERIALS AND EQUIPMENT

The Contractor shall furnish all materials and equipment required to submit permit applications. No materials or equipment shall be provided by the City.

C. EXECUTION

The Contractor shall complete and submit initial permit applications, pay all application fees, provide necessary supporting application information and address all agency comments necessary to obtain agency permit as directed by the Engineer.

D. MEASUREMENT AND PAYMENT

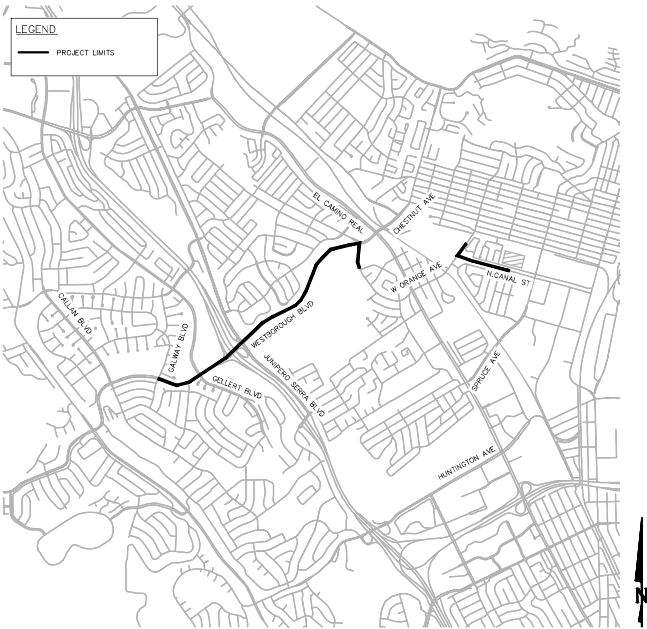
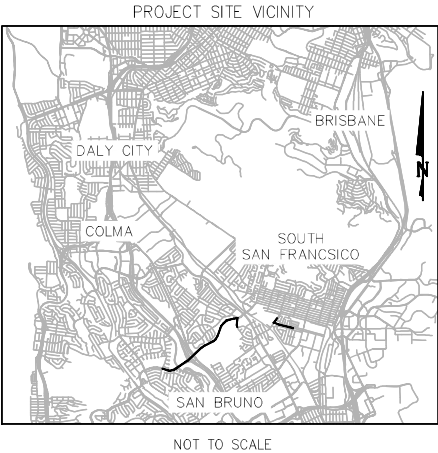
“PERMIT FEES (ALLOWANCE) is an ALLOWANCE (AL) pay item.

The Contractor shall submit approved permits and payment receipt to the City for reimbursement of permit fees. No mark-up on permit fees shall be allowed. All other costs related to obtaining permits, including completing forms, submitting forms, preparing any required supporting application information (including but not limited to: traffic control plans, potholing plans, etc) shall be considered as included in various bid items of work and no additional payments will be made therefor.

CITY OF SOUTH SAN FRANCISCO
2024 BROADBAND FIBER-OPTIC NETWORK PROJECT
PROJECT NO. PF2210, BID NO. 2697

SHEET INDEX

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16-18	SC-01-SC-03	SPLICE DIAGRAMS
19-23	DT-01-DT-05	DETAILS



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

RECOMMENDED BY:

By: *Angel Torres*
Angel Torres, Project Manager

By: *Matthew Ruble*
Matthew Ruble, Principal Engineer

APPROVED BY:

By: *Eunjoon Kim*
Eunjoon Kim, City Engineer
Date: 09/17/2024

NO.	BY	DATE	REVISIONS DESCRIPTION	NO.	BY	DATE	REVISIONS DESCRIPTION
1	AI			1	AI		
2	AI			2	AI		
3	AI			3	AI		

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DRAWN BY: CL, AH
DESIGNED BY: SAR
CHECKED BY: EKC
APPROVED BY: EKC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT

COVER SHEET

JOB NO.
DATE: SEPTEMBER 2022
SCALE: AS NOTED
SHEET 1 OF 23 SHEETS
SHEET NO. CV-01

GENERAL NOTES:

1. INSPECT AND VERIFY ALL FIELD CONDITIONS BEFORE START OF WORK.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES AND AFFECTED AGENCIES FOR VERIFICATION OF LOCATION AND DEPTHS OF EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600, TWO (2) WORKING DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO COMMENCING ANY EXCAVATION.
3. CONTRACTOR SHALL COOPERATE AND COORDINATE WITH OTHER CONTRACTORS AND CITY INSPECTORS WORKING WITHIN OR ADJACENT TO THE LIMITS OF WORK TO AVOID ANY DELAY AND CONFLICT.
4. FOR ALL TRAFFIC SIGNAL, CABINET AND CONDUIT INSTALLATION OPERATIONS, THE CONTRACTOR SHALL POT-HOLE TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES AT THE DISCRETION OF THE ENGINEER. THE CONTRACTOR SHALL NOTE THAT UTILITY INFORMATION IS SHOWN IN AREAS OF PROJECT (GROUND DISTURBANCE AND NOT ALL UTILITIES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL POT-HOLE ALL USA WARNINGS, WHICH MAY NOT NECESSARILY BE SHOWN ON THE PLANS. CONTRACTOR SHALL DOCUMENT RESULTS OF POT-HOLE WORK AND SUBMIT A PROFILE OF ALIGNMENT AND DEPTH OF ALL EXISTING UTILITIES.
5. THE CONTRACTOR SHALL CONTACT THE CITY OF SOUTH SAN FRANCISCO FIVE (5) WORKING DAYS BEFORE ANY SIGNAL AND/OR COMMUNICATION SHUTDOWNS REQUIRED FOR THE INSTALLATION OF EQUIPMENT OR CABLEING AS PART OF THIS PROJECT. SEE THE SPECIFICATIONS FOR MORE DETAILS.
6. ALL NEW CONDUIT WITH 120 V (OR HIGHER) CIRCUITS SHALL CONTAIN ONE (1) NO. 8 AWG SOLID COPPER BONDING WIRE. ALL NEW CONDUIT WITH NO METALLIC CONDUCTORS SHALL HAVE A NO. 10 AWG THIN LOCATING WIRE. THE WIRE INSULATING JACKET SHALL BE COLOR-CODED GREEN.
7. PROPOSED CONDUIT ALIGNMENTS, PULL BOX, SPlice VAULT, AND MANHOLE LOCATIONS SHALL BE MARKED IN THE FIELD BY THE CONTRACTOR FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK ON THAT ITEM. PULL BOXES AND SPlice VAULTS SHALL BE LOCATED AWAY FROM DRIVEWAYS AND CURB RAMPS.
8. ALL WORK, MATERIAL, AND EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, DATED 2023, AND SPECIFICATIONS, DATED 2023, AND THE LATEST CITY OF SOUTH SAN FRANCISCO STANDARDS FOR PARK IMPROVEMENTS.
9. THE CONTRACTOR SHALL REPAIR/REPLACE ALL LANDSCAPING, IRRIGATION, CONCRETE CURB, GUTTER SERVICES, SIDEWALK, RAMPS, DRIVEWAYS, WALKWAYS AND ASPHALT PAVEMENT, PAVEMENT, THERMOPLASTIC STRIPING, MARKINGS, OR PAVEMENT MARKERS, ETC. DAMAGED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE PROJECT.
10. CONTRACTOR SHALL REPLACE ALL PAVERS IN KIND WHERE INSTALLATION OF INFRASTRUCTURE REQUIRES REMOVAL AND REPLACEMENT OF EXISTING PAVERS.
11. CONTRACTOR SHALL REPAIR ANY PARK INFRASTRUCTURE THAT IS DAMAGED DURING THE COURSE OF INSTALLATION.
12. CONTRACTOR TO CUT, CAP, CONNECT, ADJUST, ABANDON, REPLACE, REPAIR, RELOCATE, AND/OR SALVAGE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE NEW IMPROVEMENTS.
13. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING CITY OF SOUTH SAN FRANCISCO SURVEY MONUMENTS AND BENCHMARKS.
14. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING IN-PAVEMENT VEHICLE DETECTION LOOPS. IF LOOPS ARE DAMAGED DURING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL REPLACE IN-KIND AND ENSURE FUNCTIONALITY WITHOUT COST TO CITY.
15. NEW PULL BOXES SHALL BE LOCKDOWN TYPE. LOCKDOWN BOLTS SHALL HAVE STANDARD HEX-HEAD BOLTS. NEW PULL BOXES SHALL BE NO. 6X UNLESS OTHERWISE NOTED.
16. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR WORKING CONDITIONS ON THE JOB SITE WITHIN THE LIMITS OF WORK, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. DURING PERFORMANCE OF WORK, WORK SHALL NOT BEGIN UNTIL ADEQUATE TEMPORARY BARRICADES, BARRIERS, WARNING AND CONTROL DEVICES ARE IN PLACE AS REQUIRED BY THE CONTRACT. CONTRACTOR IS RESPONSIBLE TO CLEAN AND CLEAR AREA OF CONSTRUCTION EACH DAY AND REMOVE ANY HAZARD TO THE SAFETY OF RESIDENTS AND PUBLIC.
17. TRAFFIC CONTROL MUST BE PERFORMED IN ACCORDANCE WITH THE CURRENT VERSION OF THE CALIFORNIA MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AND THESE PLANS.
18. CONTRACTOR SHALL REPLACE IN KIND AND LOCATION, ALL STRIPING AND PAVEMENT MARKINGS DAMAGED WHEN INSTALLING CONDUIT AS PART OF EACH PAY ITEM OF WORK. ALL NEW STRIPING SHALL BE THERMOPLASTIC.
19. CONDUIT INSTALLATION MAY BE BY EITHER HORIZONTAL DIRECTIONAL DRILLING OR TRENCHING INSTALLATION METHODS. HORIZONTAL DIRECTIONAL DRILLING IS THE CITY'S PREFERRED INSTALLATION METHOD.
20. EXISTING TRAFFIC SIGNAL SHALL REMAIN IN OPERATION AT ALL TIMES DURING CONSTRUCTION.
21. CONTRACTOR SHALL COIL FIBER OPTIC CABLE SLACK AS FOLLOWS: 50 FEET OF TRUNK CABLE SLACK AND 50 FEET OF BRANCH CABLE SLACK ON EACH SIDE OF NEW SPlice CLOSURES, UNLESS OTHERWISE NOTED; 10 FEET OF BRANCH CABLE IN HOME RUN PULL BOXES; 20 FEET OF BRANCH CABLE SLACK IN BASE OF CONTROLLER CABINETS; AND 10 FEET SLACK FOR ALL CABLES IN PASS-THROUGH PULL BOXES.
22. ALL NEW PULL BOXES SHALL BE INSTALLED A MINIMUM OF 5' AWAY FROM EXISTING FIRE HYDRANTS AND EXISTING WATER METERS. NEW PULL BOXES SHALL BE 5' AWAY FROM EXISTING UNDERGROUND ELECTRICAL FACILITIES UNLESS OTHERWISE NOTED ON PLANS.

GENERAL CONSTRUCTION NOTES:

1. ACCESSIBLE PEDESTRIAN PATH OF TRAVEL SHALL BE MAINTAINED DURING CONSTRUCTION AT ALL TIMES.
2. ALL EXCAVATION SPILLS SHALL BE LOADED DIRECTLY INTO TRUCKS AND DISPOSED OF AT AN APPROVED DUMP SITE.
3. STORAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT WILL NOT BE ALLOWED IN OR UPON THE PUBLIC RIGHT-OF-WAY. ALL MATERIALS INTENDED FOR USE ON ANY PROJECT SHALL BE OFF LOADED DIRECTLY FROM DELIVERY VEHICLES AND PLACED AS REQUIRED DURING THE COURSE OF CONSTRUCTION. SHOULD THE CONTRACTORS WISH TO STOCKPILE MATERIALS NEAR THE WORK SITE, THEY SHALL MAKE ARRANGEMENTS IN ADVANCE FOR STORAGE. ALL STORAGE SITES SHALL BE SECURE, INACCESSIBLE TO THE GENERAL PUBLIC AND KEPT FREE OF CONSTRUCTION SPILLS, DEBRIS AND TRASH AT ALL TIMES STORAGE SITES SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION SITES SHALL BE KEPT CLEAN AT ALL TIMES. AT NO TIME SHALL THE CONTRACTOR BE ALLOWED TO LEAVE THE SITE PRIOR TO THOROUGHLY CLEANING SIDEWALKS, CURBS, GUTTERS, AND STREET SURFACES. CLEANING SHALL BE ACCOMPLISHED BY EITHER HAND OR MACHINE SWEEPING AS REQUIRED. IN NO EVENT SHALL THE CONTRACTOR BE ALLOWED TO FLUSH THE STREETS WITH WATER UNTIL SUCH TIME AS THE AREA HAS BEEN COMPLETELY AND THOROUGHLY SWEEP AND ALL CURBS PROBED UP AND PROPERLY DISPOSED OF.
5. LAYOUT INSPECTION IS REQUIRED BY CITY INSPECTOR AND/OR ENGINEERING PRIOR TO COMMENCEMENT OF EXCAVATION. ALL EXCAVATIONS SHALL BE BACKFILLED AND COMPACTED AT DAYS END OR COVERED WITH A TRENCH PLATE. IF TEMPORARY BACKFILL IS USED, A MINIMUM OF TWO INCHES OF TEMPORARY PAVING SHALL BE INSTALLED AND COMPACTED BY MECHANICAL MEANS TO PRODUCE A SMOOTH SURFACE FOR PEDESTRIAN AND VEHICULAR TRAFFIC. IF TRENCH PLATES ARE USED, TRENCH PLATES SHALL CONFORM WITH CITY OF SOUTH SAN FRANCISCO STANDARDS (SFP-16A AND SFP-16B). CONTRACTOR SHALL SUBMIT PROPOSED LOCATIONS AND EXPECTED DURATION OF PLATE INSTALLATION FOR CITY APPROVAL. ADEQUATE BARRICADES WITH OPERABLE FLASHERS SHALL BE INSTALLED AROUND THE EQUIPMENT AND REMAIN IN WORKING ORDER AT ALL TIMES.
6. IN THE EVENT OF NON-COMPLIANCE WITH PROJECT CONDITIONS AND/OR CITY STANDARDS FOR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY, THE CITY WILL EXERCISE ITS RIGHT TO HALT WORK IN PROGRESS UNTIL SUCH TIME AS THE CONTRACTOR IS IN COMPLIANCE. SHOULD THE CITY HAVE TO OBTAIN OUTSIDE SERVICES FOR CLEANING EQUIPMENT, TRANSPORT SERVICES, TOWING, CONTRACT PERSONNEL OR UTILIZE CITY FORCES FOR CLEANUP, THE CITY WILL BILL FOR ITS SERVICES AND EXPENSES INCLUDING ALL INCIDENTALS AND ADMINISTRATIVE OVERHEAD COSTS.
7. AIR QUALITY DUST CONTROL: ALL CONSTRUCTION PROJECTS ARE REQUIRED TO COMPLY WITH THE BAY AREA AIR QUALITY MANAGEMENT DISTRICTS (BAQMD) DUST CONTROL MEASURES. THESE MEASURES ARE LEVIED BY THE ENGINEERING DIVISION AS A CONDITION OF BUILDING PERMIT ISSUANCE AND ARE MONITORED FOR COMPLIANCE BY STAFF AND/OR SPECIAL CITY ENGINEERING AND/OR PLANNING INSPECTORS. THE MEASURES INCLUDE:
- A) SWEEP DAILY (WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITES.
- B) SWEEP STREETS DAILY (WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.
- C) INSTALL SANDBARS OR OTHER EROSION-CONTROL MEASURES TO PREVENT SILT RUNOFF TO PUBLIC ROADWAYS.
- D) REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.
- E) WATERING SHOULD BE USED TO CONTROL DUST GENERATION DURING THE BREAK-UP OF PAVEMENT.
- F) COVER ALL TRUCKS HAULING DREDGEMENT DEBRIS FROM THE SITE.
- G) ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED AND PROPERLY TUNED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED BY A CERTIFIED MECHANIC AND DETERMINED TO BE IN PROPER RUNNING ORDER PRIOR TO OPERATION.
- H) DIESEL POWERED EQUIPMENT SHALL NOT BE LEFT INACTIVE AND IDLING FOR MORE THAN FIVE MINUTES, AND SHALL COMPLY WITH APPLICABLE BAAQMD RULES.
- I) USE ALTERNATIVE FUELED CONSTRUCTION EQUIPMENT, IF POSSIBLE.
- J) POST A VISIBLE SIGN WITH THE TELEPHONE NUMBER AND PERSON TO CONTACT AT THE LEAD AGENCY REGARDING DUST COMPLAINTS. THIS PERSON SHALL RESPOND AND TAKE CORRECTIVE ACTION WITHIN 24 HOURS. THE AIR DISTRICT PHONE NUMBER SHALL ALSO BE VISIBLE TO ENSURE COMPLIANCE WITH APPLICABLE REGULATIONS.

EXISTING PAVEMENT SECTIONS

LIMITS	PAVEMENT SECTION *
WESTBOROUGH BLVD NEAR GAIWAY PL	7.5" AC OVER 8.0" PCC (WESTBOUND) 7.5" AC OVER 8.0" AB (EASTBOUND)
WESTBOROUGH BLVD AT I-280 OFF-RAMPS	5.0" AC OVER 5.1" PCC (WESTBOUND) 8" AC OVER 7.0" CBI (EASTBOUND)
WESTBOROUGH BLVD FROM JUNIPERO SERENA BLVD TO CAMARITAS AVE/WEST ORANGE AVE	8" AC OVER PCC
WEST ORANGE AVE AT ORANGE LIBRARY BLDG	6" AC OVER AB
ORANGE AVE NEAR NORTH CANAL ST	6.6" AC OVER 5.0" AB (WESTBOUND) 5" AC OVER 15.1" AB (EASTBOUND)

* PAVEMENT SECTIONS PROVIDED ARE BASED ON LIMITED POT-HOLING IN FIELD. CONTRACTOR TO CONFIRM EXISTING PAVEMENT DEPTHS IN FIELD AND NOTIFY ENGINEER OF ANY DISCREPANCIES



ENGINEERING DIVISION

(CONSULTANT)

APPROVED FOR CONSTRUCTION

By: *E. Kim*
Eunju Kim, City Engineer

Date: 09/17/2024

REVISIONS		REVISIONS	
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Kinley Horn
1300 Clay Street, Suite 325 Tel. No. (510) 625-0712
Oakland, California 94612 Fax No. (916) 608-0885

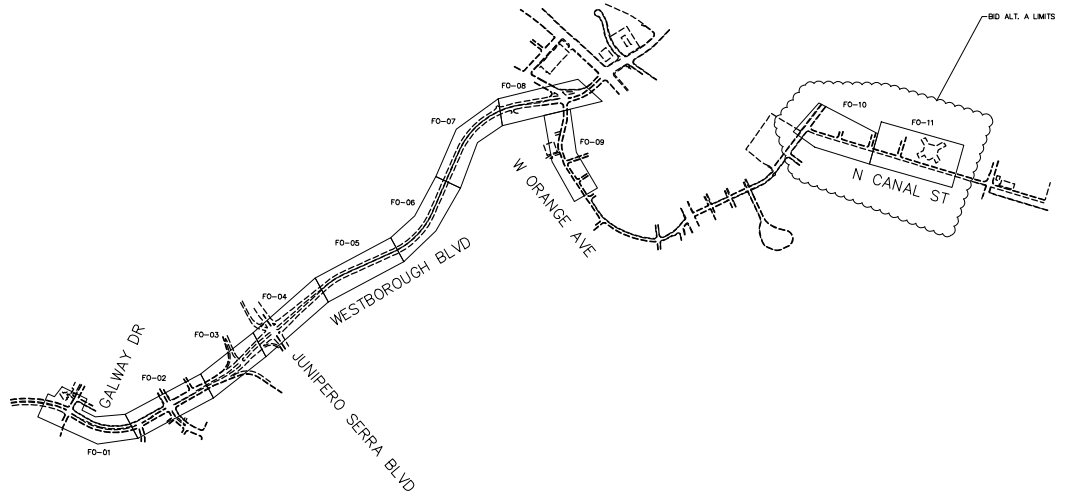


DRAWN BY: CL AH
DESIGNED BY: SAR
CHECKED BY: EKC
APPROVED BY: EKC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT

GENERAL NOTES

JOB NO.
09 SEPTEMBER 2024
SHEET 2 OF 23 SHEETS
SHEET NO.
09-01



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

By: E. Kim
Eunjune Kim, City Engineer

Date: 09/17/2024

REVISIONS				REVISIONS			
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Kimley»Horn

DRAWN BY: CL AH

DESIGNED BY: SAR

CHECKED BY: EXC

APPROVED BY: EKC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT

KEY MAP

OB NO.	
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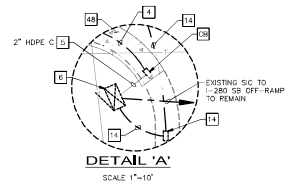
DATE SEPTEMBER 2024

DATE AS NOTED

SHEET NO.

KM-01





1	FURNISH AND INSTALL 288-STRAND SMFO TRUNK CABLE IN EXISTING CITY CONDUIT.
2	FURNISH AND INSTALL 3" CONDUIT AND 12-STRAND SMFO BRANCH CABLE.
3	FURNISH AND INSTALL 12-STRAND SMFO BRANCH CABLE IN EXISTING CITY CONDUIT IN PLACE.
4	FURNISH AND INSTALL FIBER TERMINATION PANEL IN CABINET. COIL 20' OF 12-STRAND SMFO BRANCH CABLE IN CABINET. FURNISH AND INSTALL NECESSARY CONNECTIONS TO CITY INSTALLED FIBER OPTIC STRAND.
5	FURNISH AND INSTALL FIBER FUSE CLOSURE IN EXISTING SPACE. PROVIDE REQUIRED SPACES PER SPACE DIAGRAM (SHEET SC-01 TO SC-03).
6	EXISTING SIGN STRUCTURE TO REMAIN.
7	REPLACE MINOR CONDUITS (SIDEWALK) AND MINOR CONDUITS (CUBS AND GUYS), QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS A-2A, A-2B, A-2C, A-2D, AND A-3 FOR DETAILS.
8	INSTALL CONDUIT INTO EXISTING PLUG.

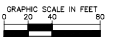
HARD SURFACE RESTORATION			
LEGEND	PAVEMENT TYPE	UNITS	QTY
	MINOR CONCRETE: SIDEWALK (SF)	SF	360
	CURB AND GUTTER (LF)	LF	54



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

By: 
Eunjeune Kim, City Engineer

Date: 09/17/2024



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Kimley-Horn
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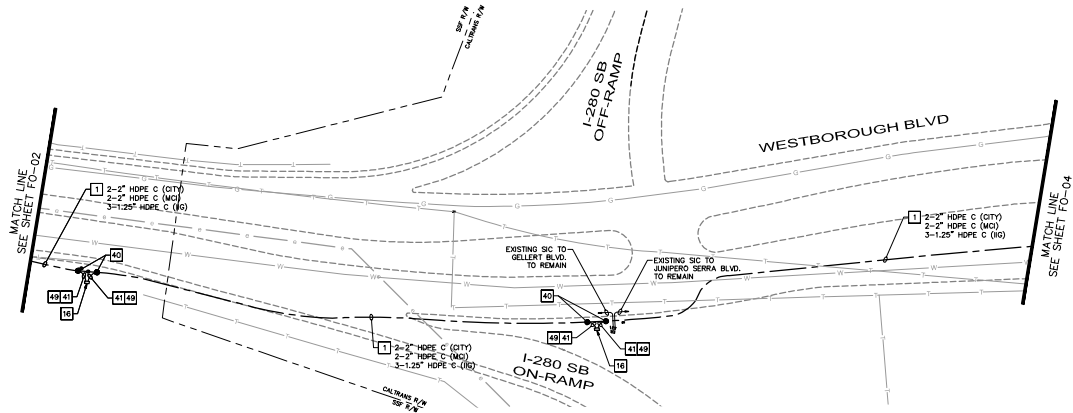


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DESIGNED BY:	SAR
CHECKED BY:	EKC
APPROVED BY:	EKC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT

COMMUNICATIONS AND ELECTRICAL

DATE SEPTEMBER 2024
SCALE AS NOTED
SHEET 5 of 23 SHEETS
SHEET NO.
FO-02



CONSTRUCTION NOTES:

1. FURNISH AND INSTALL 288-STRAND SMFO TRUNK CABLE IN EXISTING CITY CONDUIT.
16. FURNISH AND INSTALL RE PULL BOX FOR CITY FIBER.
40. EXISTING CONDUIT TRENCH WITH 2-2" HDPE CONDUIT (CITY), 2-2" HDPE CONDUIT (MO), AND 3-1.25" HDPE CONDUIT (IG). INTERCEPT 2-2" HDPE CONDUIT (CITY) WITH PROPOSED 2-2" CONDUIT.
41. FURNISH AND INSTALL 2-2" CONDUIT AND INSTALL 1 288-STRAND SMFO TRUNK CABLE IN ONE.
42. RESTORE EXISTING LANDSCAPING IN KIND.



ENGINEERING DIVISION
CONTRACTORS
APPROVED FOR CONSTRUCTION

By: *E. Kim*
Eunjeune Kim, City Engineer
Date: 09/17/2024

GRAPHIC SCALE IN FEET
0 20 40 60

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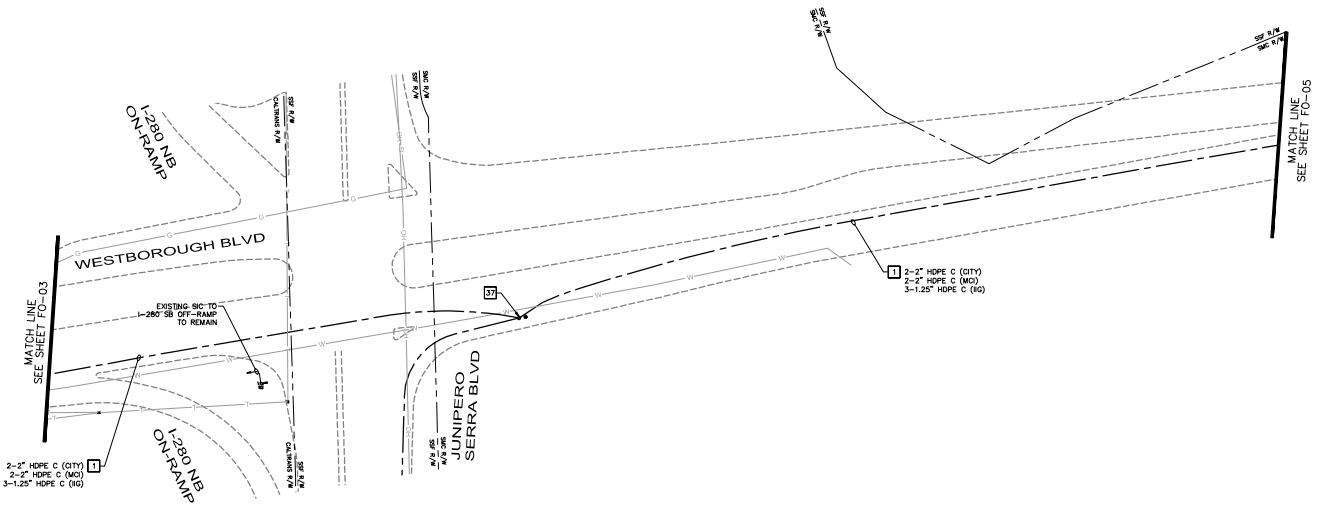
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Oakland, California 94612 Fax No. (916)608-0885



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DESIGNED BY: SAR
CHECKED BY: EKC
APPROVED BY: EKC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT
COMMUNICATIONS AND ELECTRICAL

JOB NO.
DATE SEPTEMBER 2024
SHEET AS NOTED
SHEET 6 OF 23 SHEETS
SHEET NO.
FD-03

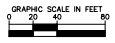


- CONSTRUCTION NOTES:**
- 1 TURNOVER AND INSTALL 288-STRAND SMFO TRUNK CABLE IN EXISTING CITY CONDUIT.
 - 57 COIL 50' OF TRUNK CABLE IN RG MANHOLE.

ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

By: *E. Kim*
Eunjeune Kim, City Engineer

Date: 09/17/2024



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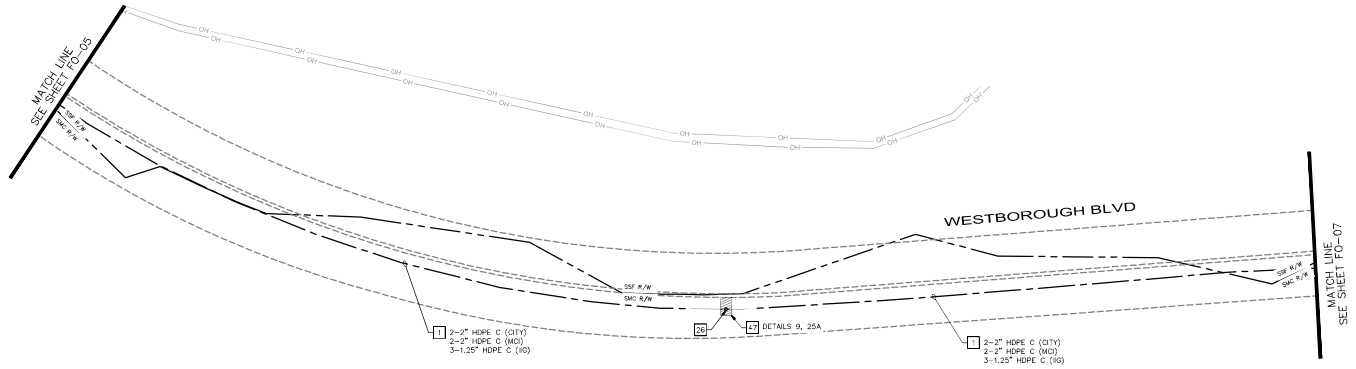
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2024 BROADBAND FIBER-OPTIC NETWORK PROJECT

COMMUNICATIONS AND ELECTRICAL

JOB NO. 2024 SEPTEMBER 2024
SHEET 23 OF 23
SHEET NO. 23
SHEET NO. 23
FD-04





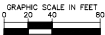
CONSTRUCTION NOTES:

- 1 FURNISH AND INSTALL 288-STRAND SMO TRUNK CABLE IN EXISTING CITY CONDUIT.
- 24 FURNISH AND INSTALL NEW MANHOLE FOR CITY FIBER PER DETAIL ON SHEET DT-05. INTERCEPT 2-2" HDPE CONDUIT (CTY) IN EACH DIRECTION. MANHOLE SHALL BE SET ADJACENT TO AND NOT OVER EXISTING CONDUIT. MANHOLE SHALL BE CENTERED ON STRIPING BETWEEN VEHICLE LANES. COIL 100' OF FIBER TRUNK CABLE IN MANHOLE.
- 47 GRIND AND OVERLAY 2" OF ASPHALT PAVEMENT. QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS D-1A, R-10A, R-10B, P-10C AND R-10D FOR EXTENTS. RESTORE EXISTING STRIPING IN KIND. EXISTING STRIPING AND MARKING NOTES PROVIDED ON PLAN FOR REFERENCE ONLY (DETAIL NUMBERED FROM CALTRANS STANDARD PLANS). CONTRACTOR TO CONFIRM REQUIRED STRIPING AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

HARD SURFACE RESTORATION			
LEGEND	PAVEMENT TYPE	UNITS	QTY
	HMA GRIND AND OVERLAY	SF	100



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eugene Kim, City Engineer
Date: 09/17/2024



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1300 Clay Street, Suite 325 Tel. No. (510)625-0712
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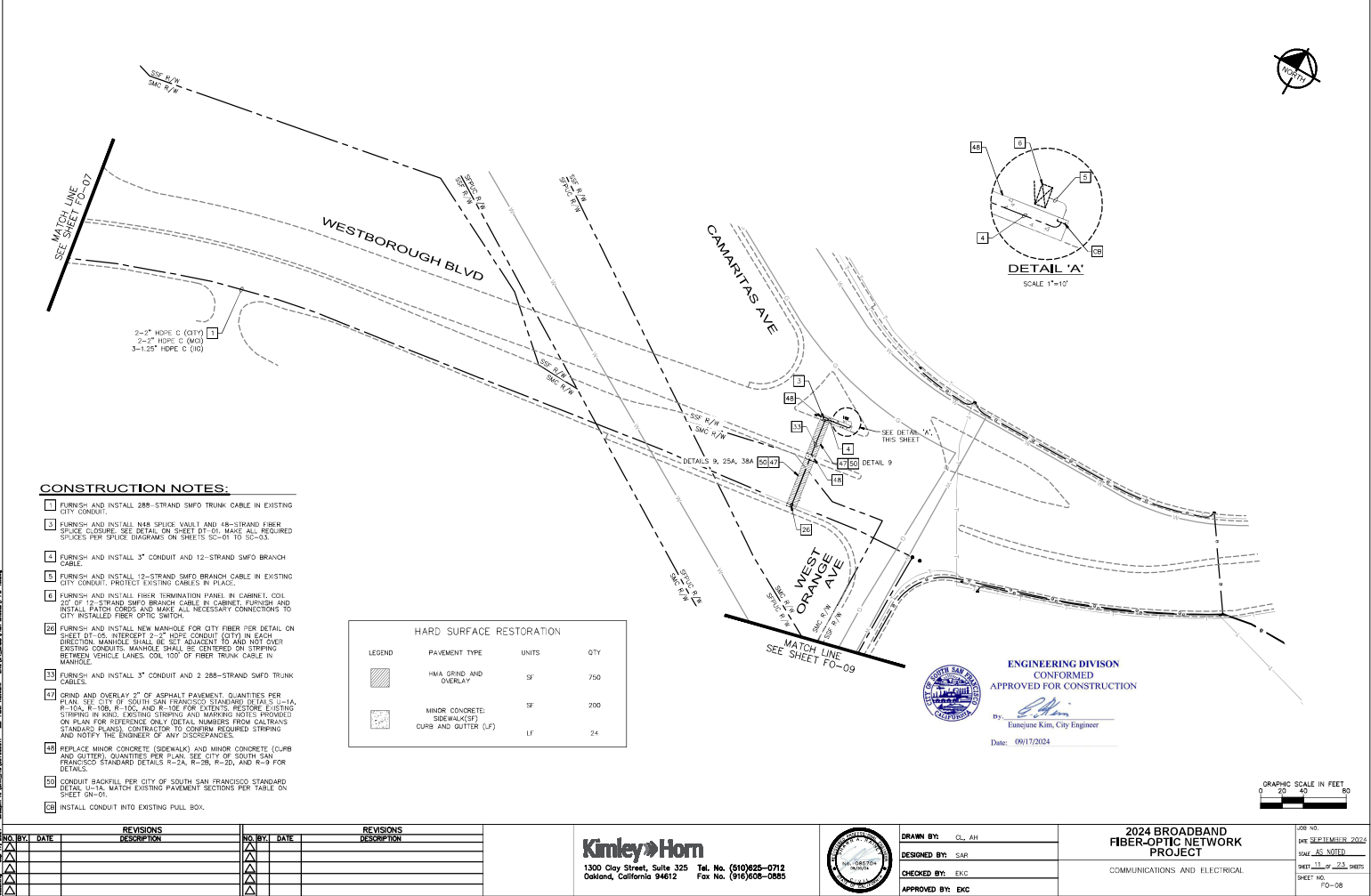


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2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT
COMMUNICATIONS AND ELECTRICAL

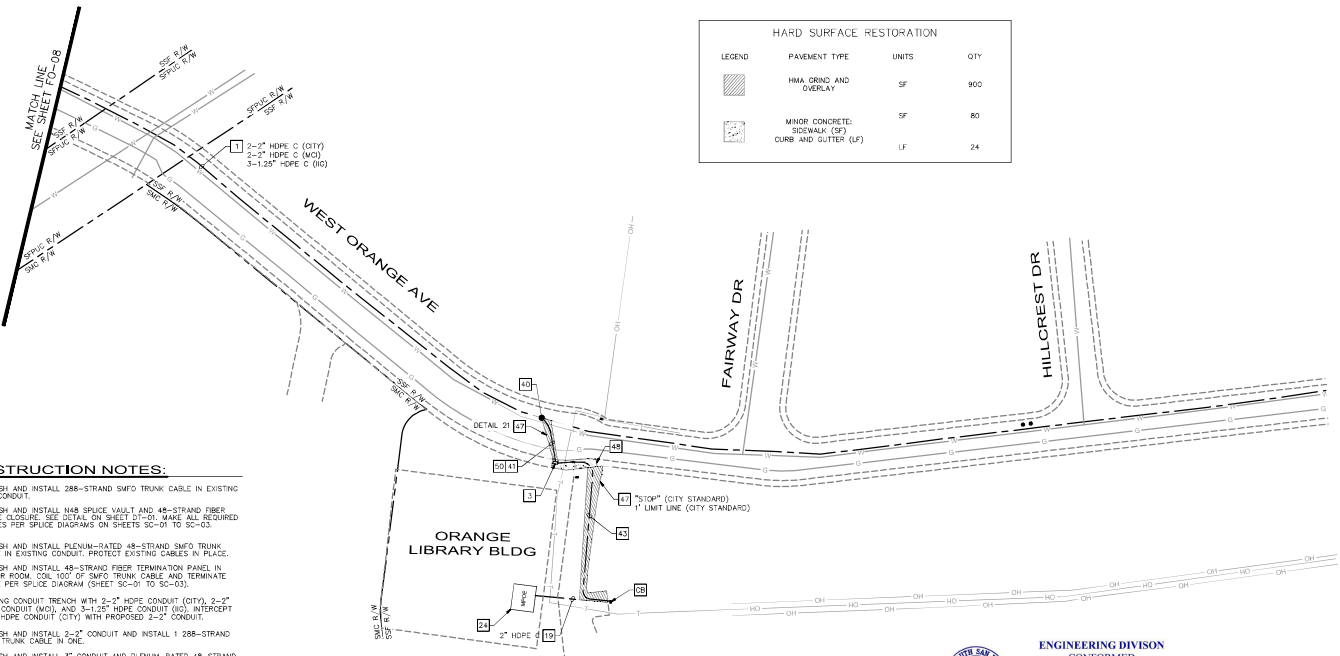
JOB NO.	044 527-1000-0001
DATE	09/17/2024
SHEET NO.	23
SHEET TOTAL	23







HARD SURFACE RESTORATION			
LEGEND	PAVEMENT TYPE	UNITS	QTY
	HMA GRIND AND OVERLAY	SF	900
	MINOR CONCRETE: SIDEWALK (SF) CURB AND GUTTER (LF)	SF LF	80 24

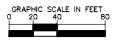


CONSTRUCTION NOTES:

- FURNISH AND INSTALL 288-STRAND SMO TRUNK CABLE IN EXISTING CITY CONDUIT.
- FURNISH AND INSTALL 148 SPLICER VAULT AND 48-STRAND FIBER SPLICER CLOSURE. SEE DETAIL ON SHEET 10-01. MAKE ALL REQUIRED SPLICES PER SPLICE DIAGRAMS ON SHEETS 10-01 TO 10-03.
- FURNISH AND INSTALL PLENUM-RATED 48-STRAND SMO TRUNK CABLE IN EXISTING CONDUIT. PROTECT EXISTING CABLES IN PLACE.
- FURNISH AND INSTALL 48-STRAND FIBER TERMINATION PANEL IN SERVER ROOM. COIL 100' OF SMO TRUNK CABLE AND TERMINATE CABLE PER SPLICE DIAGRAM (SHEET 10-01 TO 10-03).
- EXISTING CONDUIT TRENCH WITH 2-2" HDPE CONDUIT (CITY), 2-2" HDPE CONDUIT (MO), AND 3-1.25" HDPE CONDUIT (MO). INTERCEPT 2-2" HDPE CONDUIT (CITY) WITH PROPOSED 2-2" CONDUIT.
- FURNISH AND INSTALL 2-2" CONDUIT AND INSTALL 1 288-STRAND SMO TRUNK CABLE IN ONE.
- FURNISH AND INSTALL 3" CONDUIT AND PLENUM-RATED 48-STRAND SMO BRANCH CABLE.
- GRIND AND OVERLAY 3" OF ASPHALT PAVEMENT. QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS R-1A, R-10A, R-10B, R-10C, AND R-10E FOR EXTENTS. RESTORE EXISTING STRIPING IN KIND, EXISTING STRIPING AND MARKING NOTED PREVIOUSLY ON PLAN FOR REFERENCE ONLY (DETAIL NUMBERS FROM CALTRANS STANDARD PLANS). CONTRACTOR TO CONFIRM ASSIGNED STRIPING AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- REPLACE MINOR CONCRETE (SIDEWALK) AND MINOR CONCRETE (CURB AND GUTTER). QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS R-24, R-25, R-26, AND R-9 FOR DETAILS.
- CONDUIT BACKFILL PER CITY OF SOUTH SAN FRANCISCO STANDARD DETAIL U-1A. MATCH EXISTING PAVEMENT SECTIONS FOR TABLE ON SHEET 10-01.
- INSTALL CONDUIT INTO EXISTING PULL BOX.



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eugene Kim, City Engineer
Date: 09/17/2024



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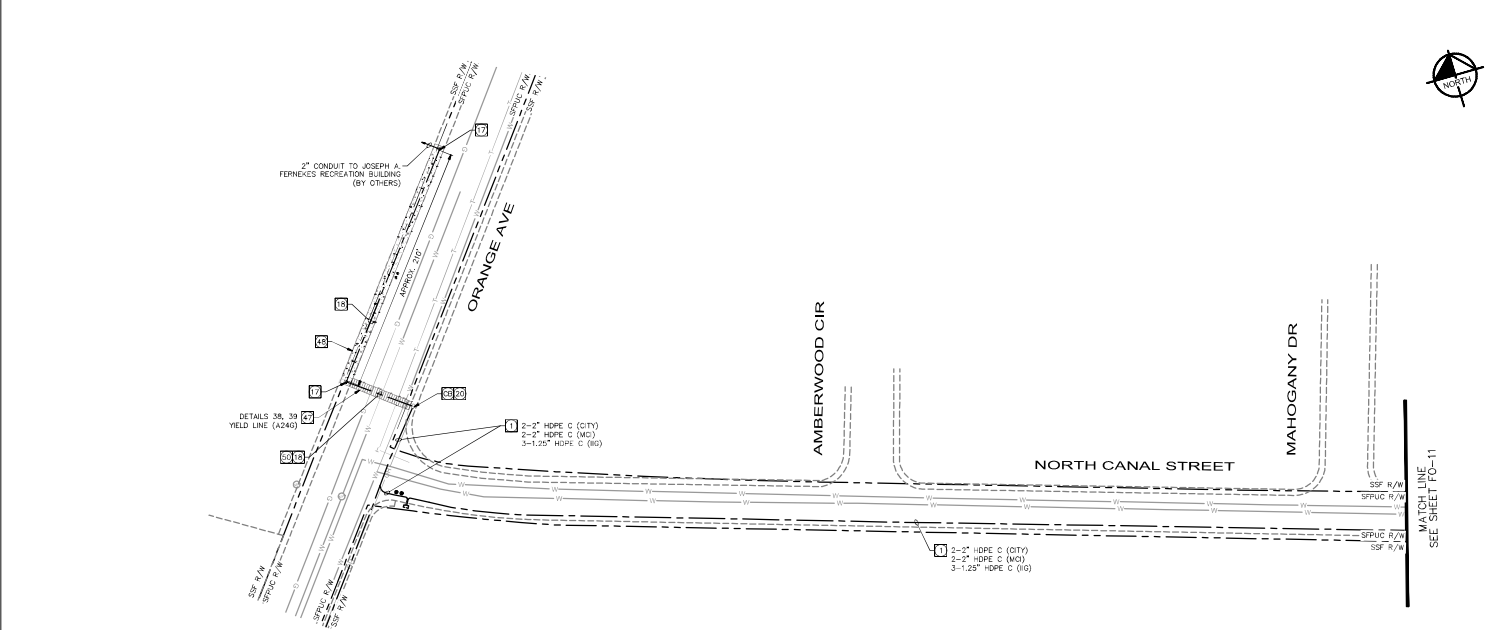
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1300 Clay Street, Suite 325 Tel. No. (510) 625-0712
Oakland, California 94612 Fax No. (916) 808-0855



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DESIGNED BY:	SAR
CHECKED BY:	EXC
APPROVED BY:	EXC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT
COMMUNICATIONS AND ELECTRICAL

JOB NO.	09-12-FIBER-2024
DATE	AS NOTED
SHEET	12 OF 23 SHEETS
SHEET NO.	10-09



CONSTRUCTION NOTES:

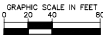
- 17 FURNISH AND INSTALL 288-STRAND SMFO TRUNK CABLE IN EXISTING CITY CONDUIT.
- 18 FURNISH AND INSTALL GE PULL BOX FOR FUTURE COMMUNITY USE.
- 19 FURNISH AND INSTALL 3" CONDUIT WITH PULL ROPE FOR FUTURE CITY USE.
- 20 COIL 100' OF 288-STRAND SMFO TRUNK CABLE FOR FUTURE USE.
- 47 GRIND AND OVERLAY 2" OF ASPHALT PAVEMENT. QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS S-H-1A, R-10A, R-10B, R-10C, AND R-10E FOR DETAILS. RESTORE EXISTING STRIPING IN ARIID. EXISTING STRIPING AND MARKING NOTES PROVIDED ON PLAN FOR REFERENCE ONLY (DETAIL NUMBERS FROM CALTRANS STANDARD PLANS). CONTRACTOR TO CONFIRM REQUIRED STRIPING AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- 48 REPLACE MINOR CONCRETE (SIDEWALK) AND MINOR CONCRETE (CURB AND GUTTER). QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS R-23A, R-25, R-26, AND R-9 FOR DETAILS.
- 50 CONDUIT BACKFILL PER CITY OF SOUTH SAN FRANCISCO STANDARD DETAIL U-1A. MATCH EXISTING PAVEMENT SECTIONS PER TABLE ON SHEET GN-01.
- 51 INSTALL CONDUIT INTO EXISTING PULL BOX.

☑ INDICATES WORK INCLUDED IN BID ALTERNATE A

HARD SURFACE RESTORATION			
LEGEND	PAVEMENT TYPE	UNITS	QTY
	HMA GRIND AND OVERLAY	SF	510
	MINOR CONCRETE: SIDEWALK (ST) CURB AND GUTTER (LG)	SF	1320
		LF	220



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eugene Kim, City Engineer
Date: 09/17/2024



REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE
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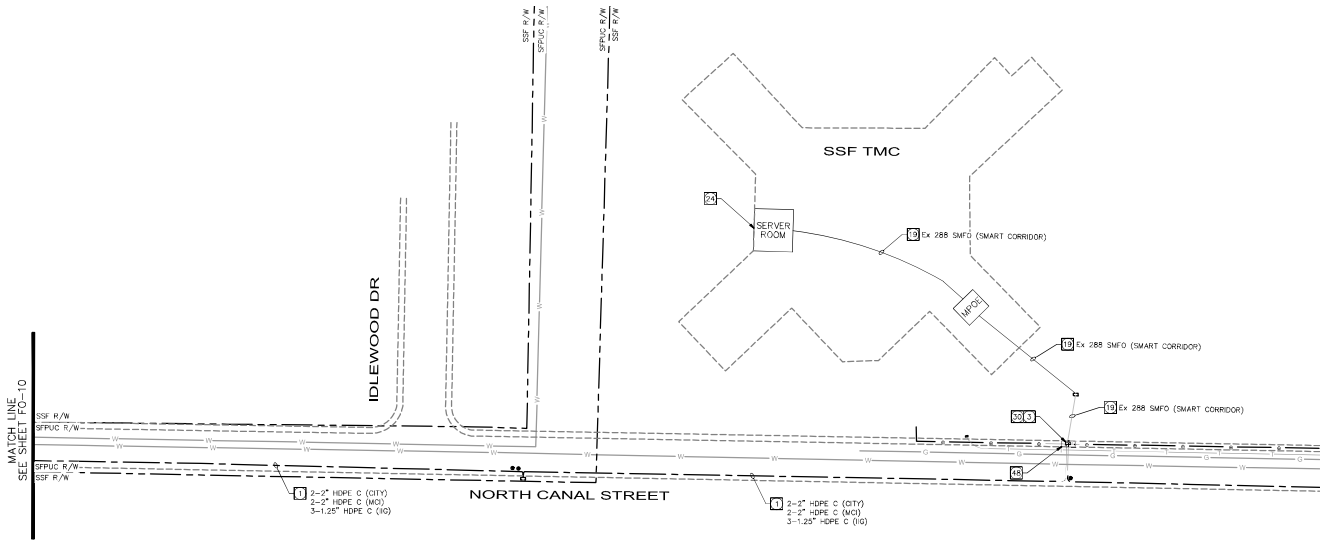
Kimley-Horn
1300 Clay Street, Suite 325 Tel. No. (510)625-0712
Oakland, California 94612 Fax No. (916)608-0885



DRAWN BY: CL, AH	
DESIGNED BY: SAR	
CHECKED BY: EKC	
APPROVED BY: EKC	

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT
COMMUNICATIONS AND ELECTRICAL

JOB NO.	044 022 FEMR 2022
DATE	AS NOTED
SHEET	23 OF 23 SHEETS
SHEET NO.	CD-10



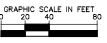
CONSTRUCTION NOTES:

- 1. FURNISH AND INSTALL 288-STRAND SMFO TRUNK CABLE IN EXISTING CITY CONDUIT.
- 2. FURNISH AND INSTALL NAR SPURC VAULT AND 48-STRAND FIBER SPURC CLOSURE. SEE DETAIL ON SHEET 07-05. MAKE ALL REQUIRED SPLICES PER SPLICE DIAGRAMS ON SHEETS SC-01 TO SC-03.
- 3. FURNISH AND INSTALL PLENUM-RATED 48-STRAND SMFO TRUNK CABLE IN EXISTING CONDUIT. PROTECT EXISTING CABLES IN PLACE.
- 4. FURNISH AND INSTALL 48-STRAND FIBER TERMINATION PANEL IN SERVER ROOM. COIL 100' OF SMFO TRUNK CABLE AND TERMINATE CABLE PER SPLICE DIAGRAM (SHEET SC-01 TO SC-03).
- 5. REMOVE EXISTING PULL BOX.
- 6. REPLACE MINOR CONCRETE (SIDEWALK) AND MINOR CONCRETE (CURB AND GUTTER). QUANTITIES PER PLAN. SEE CITY OF SOUTH SAN FRANCISCO STANDARD DETAILS R-24, R-25, R-20, AND R-9 FOR DETAILS.

HARD SURFACE RESTORATION			
LEGEND	PAVEMENT TYPE	UNITS	QTY
	MINOR CONCRETE: SIDEWALK (SF)	SF	80
	CURB AND GUTTER (LF)	LF	12



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eugene Kim, City Engineer
Date: 09/17/2024



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CHECKED BY: EKC	APPROVED BY: EKC

2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT
COMMUNICATIONS AND ELECTRICAL

JOB NO.
DATE: SEPTEMBER 2022
SHEET NO. 23 OF 23
SHEET NO. 23 OF 23
SHEET NO. 23 OF 23

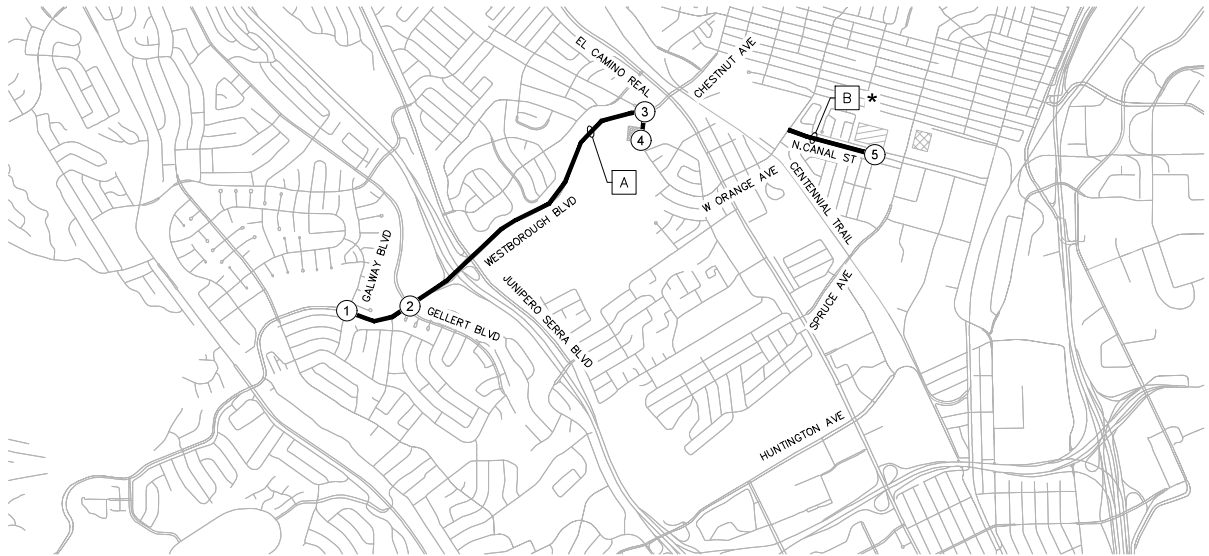


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2024 BROADBAND FIBER-OPTIC NETWORK PROJECT

JOB NO. _____
 DATE SEPTEMBER 2024
 SCALE AS NOTED
 SHEET 15 OF 23 SHEETS
 SHEET NO. _____
 SY-01



LEGEND:

- # SPICE LOCATION
- SF TMC
- ORANGE LIBRARY BLDG.
- CABLE A

CABLE	TYPE	CONDITION	LOCATION	SHEETS
A	288 STRAND TRUNK	NEW	WESTBOROUGH BLVD AT GALWAY BLVD TO WEST ORANGE AVE/ORANGE LIBRARY BLDG	SC-02 - SC-03
B	288 STRAND TRUNK	NEW	ORANGE AVE/NORTH CANAL ST TO SF TMC/PUBLIC WORKS	SC-03

★ SEE SHEET SC-03 FOR EXTENT OF BID ALTERNATE FIBER CABLING AND SPICE WORK



ENGINEERING DIVISION
CONFORMS
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eunjune Kim, City Engineer
Date: 09/17/2024

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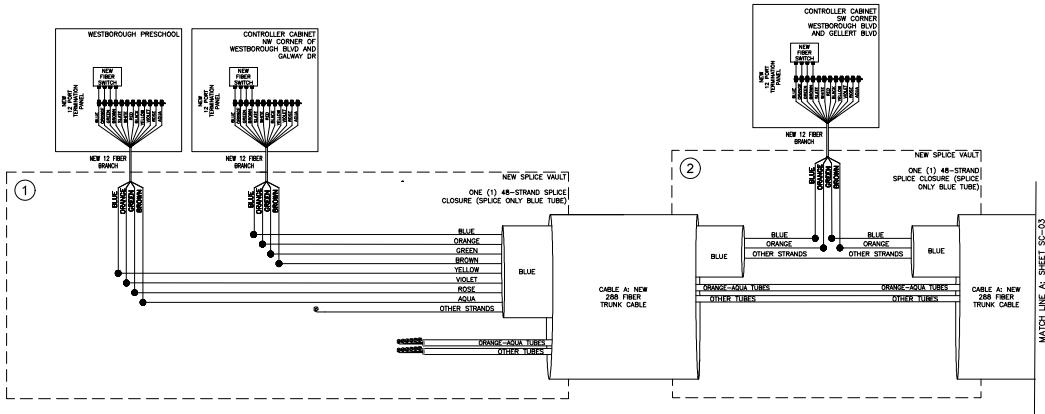


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**2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT**

SPICE DIAGRAM KEY MAP

JOB NO.
04 SEPTEMBER 2024
SHEET 15 OF 23 SHEETS
SHEET NO.
SC-01



LEGEND:

- PROPOSED SPLICE
- # SPLICE LOCATION
- ⊞ COILED FIBER STRAND

GENERAL NOTES (THIS SHEET ONLY):

1. FIBER SWITCHES AND PATCH CORDS FURNISHED AND INSTALLED BY OTHERS (TYP. SC-02 THROUGH SC-05)

ENGINEERING DIVISION
CONFORMANTS
APPROVED FOR CONSTRUCTION

By: *E. Kim*
Eunju Kim, City Engineer
Date: 09/17/2024

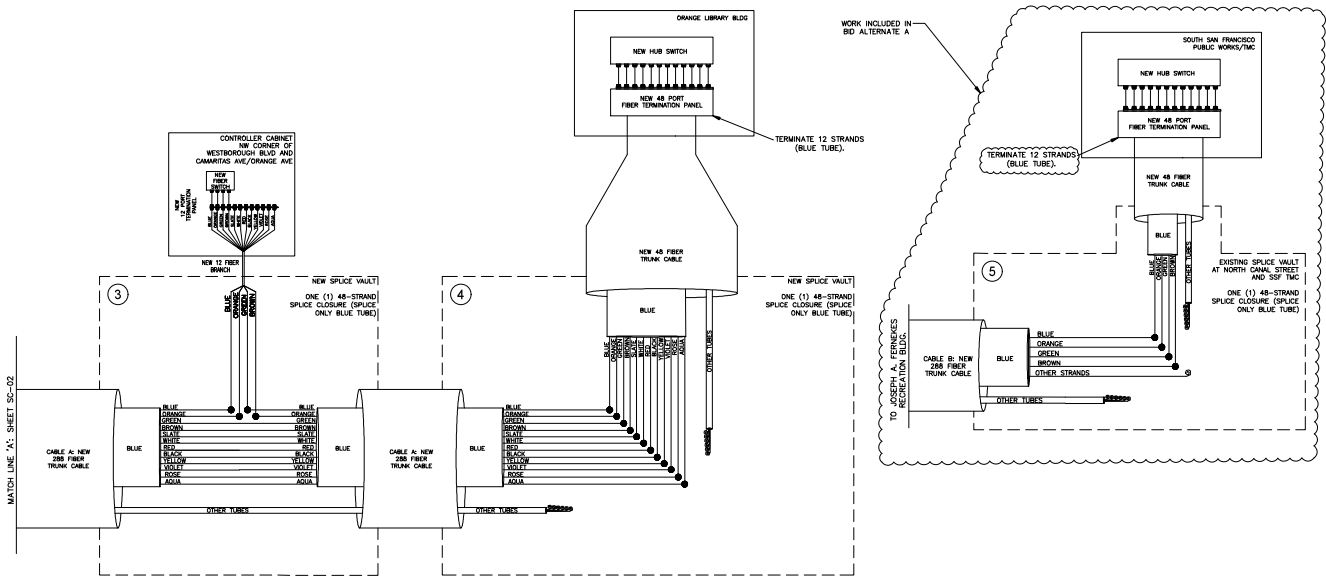
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DESIGNED BY: SAR		

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT		JOB NO. 2024 SEPTEMBER 2024
SPLICE DIAGRAMS		SHEET 17 OF 23 SHEETS
		SHEET NO. SC-02



LEGEND:

- PROPOSED SPLICE
- # SPLICE LOCATION
- ⊙ COILED FIBER STRAND

GENERAL NOTES (THIS SHEET ONLY):

1. FIBER SWITCHES AND PATCH CORDS FURNISHED AND INSTALLED BY OTHERS (TYP. SC-02 THROUGH SC-03)



ENGINEERING DIVISION
(CONFORMANT)
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eunjeune Kim, City Engineer
Date: 09/17/2024

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NO.	BY	DATE	DESCRIPTION	NO.	BY
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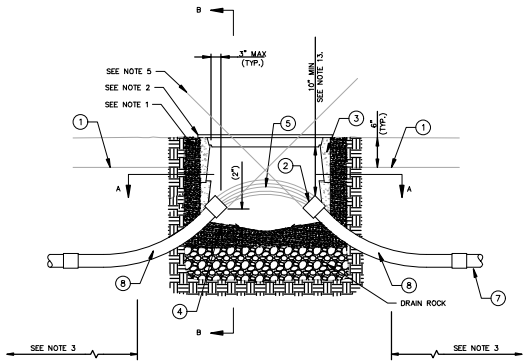


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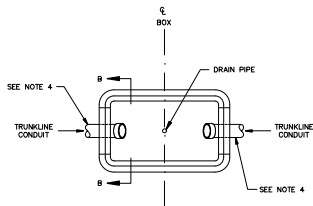
**2024 BROADBAND
FIBER-OPTIC NETWORK
PROJECT**

SPICE DIAGRAMS

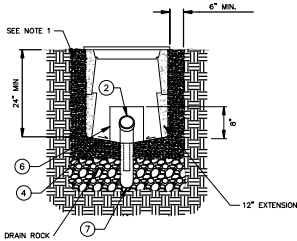
JOB NO.
045 SEPTEMBER 2024
SHEET 18 OF 23 SHEETS
SHEET NO.
SC-03



CONDUIT SWEEPS DETAIL
NOT TO SCALE



SECTION A-A
NOT TO SCALE



SECTION B-B
NOT TO SCALE

NO. 6 PULL BOX WITH EXTENSION DETAIL (6E)
NOT TO SCALE

TABLE	
ITEM	DESCRIPTION
1	WARNING TAPE (IF OPEN TRENCHING)
2	CONDUIT BELL END (TYPICAL)
3	NO. 6(E) PULL BOX WITH EXCEPTIONS AS DRAWN
4	GROUTED FLOOR OVER CLEAN CRUSHED ROCK SLUMP
5	COMMUNICATION CABLE AS REQUIRED
6	8"x12" KNOCK OUT, GROUT AND FINISH OPENINGS AFTER CONDUIT IS INSTALLED.
7	SCHEDULE 40 HOPE CONDUIT (SEE PLANS FOR SIZE AND QUANTITY)
8	45 DEGREE HOPE ELBOW, 36" RADIUS

NOTES:

- BACKFILL ACCORDING TO CITY OF SOUTH SAN FRANCISCO STANDARD SPECIFICATIONS AND DETAILS.
- "SSF COM" SHALL BE INTEGRATED IN THE LID.
- CONDUIT FROM THE TYPICAL TRENCH SECTION SHOULD NOT DEFLECT BY MORE THAN 1 FOOT PER 10 FEET FROM THE ALIGNMENT PRECEDING OR FOLLOWING THE PULL BOX.
- SEE PLAN SHEETS FOR NUMBER AND SIZE OF CONDUIT. IF MORE THAN 3 CONDUIT ARE REQUIRED IN THE SAME KNOCKOUT, KNOCKOUT SHALL BE WIDENED TO 0.5" MORE THAN THE COMBINED CONDUIT WIDTH.
- END OF CONDUIT SHALL BE ALIGNED TO EXIT TOP OF PULL BOX TO FACILITATE CABLE PULLING.
- NUMBERS IN CIRCLES REFER TO ITEMS IN THE TABLE.
- IF EXISTING CONDUIT IS USED, THE CONTRACTOR SHALL MODIFY CONDUIT SWEEPS (IF NEEDED) AS SHOWN. IF NEW CONDUIT IS USED, THE CONTRACTOR SHALL INSTALL SCHEDULE 40 HOPE CONDUIT WITH SWEEP AS SHOWN.
- PULL BOX HEIGHT ABOVE FINISHED GRADE SHALL PERMIT 1" OF SURFACE LANDSCAPING, IF APPLICABLE, TO MATCH EXISTING CONDITIONS.
- NO. 6(E) PULL BOX SHALL BE POLYMER AND SUPPORT A MINIMUM TEST LOAD OF 12,500 LBS.
- ALL METALLIC CONDUIT SHALL HAVE GROUND BUSHINGS. ALL PVC AND HOPE CONDUIT SHALL HAVE BELL ENDS.
- ALL CONDUIT SHALL ENTER THE SHORT SIDE OF THE PULL BOX UNLESS OTHERWISE APPROVED OR DIRECTED BY THE ENGINEER.
- NEW PULL BOXES SHALL BE LOCKDOWN TYPE. LOCKDOWN BOLTS SHALL HAVE STANDARD HEX-HEAD BOLTS. NEW PULL BOXES SHALL BE NO. 6 UNLESS OTHERWISE NOTED.



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION
By: *E. Kim*
Eunajune Kim, City Engineer
Date: 09/17/2024

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DRAWN BY: CL, AK
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CHECKED BY: DKC
APPROVED BY: DKC

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT		JOB NO. 091 SEPTEMBER 2024
DETAILS		SCALE: AS NOTED
		SHEET 12 OF 23 SHEET
		SHEET NO. DT-01

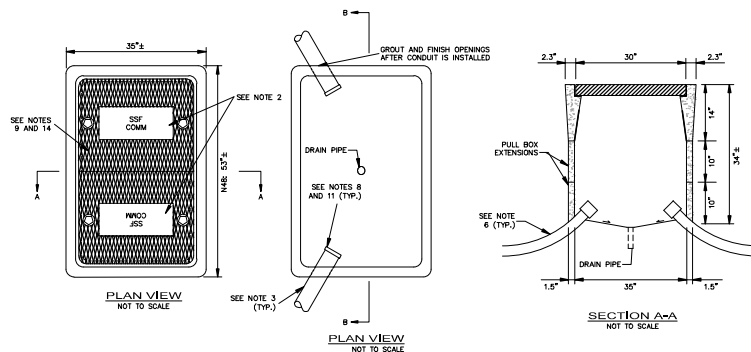
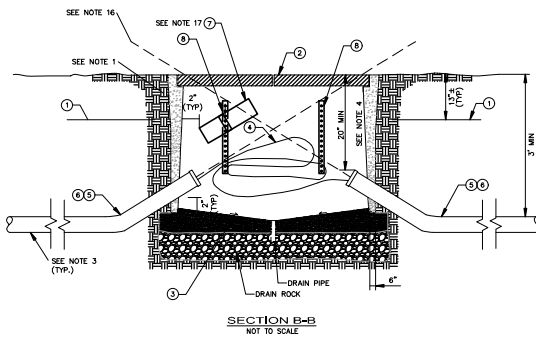


TABLE	
ITEM	DESCRIPTION
①	WARNING TAPE (F OPEN TRENCHING)
②	FIBER OPTIC SPLICE BOX WITH LID
③	GROUTED FLOOR OVER CLEAN CRUSHED ROCK SUMP PER CITY STANDARDS
④	FIBER OPTIC CABLE, AS REQUIRED
⑤	SCHEDULE 80 HDPE CONDUIT (SEE PLANS FOR SIZE AND QUANTITY) "SCH 80 HDPE"
⑥	45 DEGREE ELBOW, 36" RADIUS (TO MATCH CONDUIT TYPE AND SIZE)
⑦	FIBER OPTIC SPLICE CLOSURE
⑧	RACK AND HOOK ASSEMBLY

NOTES:

2. BACKFILL ACCORDING TO THE CITY OF SOUTH SAN FRANCISCO STANDARD SPECIFICATIONS AND DETAILS.
3. "SOE" CUMPS SHALL BE INTEGRATED ON THE LID.
4. CONDUIT FROM THE TYPICAL BORE OR TRENCH SECTION SHOULD NOT DEFLECT BY MORE THAN 1 FOOT OF DEFLECTION PER 10 FEET OF CONDUIT RUN FROM THE ALUMINUM JOINTS OR FOLLOWING THE VAULT.
5. TOP OF TRUNKLINE CONDUIT ENTERING THROUGH THE SIDE OF THE VAULT SHALL BE LOCATED AT LEAST 20" BELOW EXISTING FINISHED GROUND.
6. NUMBERS IN CIRCLES REFER TO ITEMS IN THE TABLE.
7. IF EXISTING CONDUIT IS USED FOR PROJECT FIBER, THE CONTRACTOR SHALL MODIFY CONDUIT SWEEPS TO ALIGN WITH TOP OF VAULT. IF NEW CONDUIT IS USED, THE CONTRACTOR SHALL INSTALL SCHEDULE 40 HOPE CONDUIT WITH SWEEP WITH A MAXIMUM ANGLE OF 45 DEGREES.
8. CONDUIT ABOVE FINISHED GRADE SHALL PERMIT 1" OF SURFACE LANDSCAPING, IF APPLICABLE, TO MATCH EXISTING CONDITIONS.
9. EXCESS CONDUIT FOR ANY FINISHED GRASS SHALL BE CUT BACK TO PROVIDE STUMP ENDS OF 1' MIN. AND 2' MAX.
10. FIBER OPTIC MECHANISM SHALL BE PROVIDED FOR COVER. FOUR 3/4" PENTA HEAD BOLTS SHALL BE USED. TWO 3/4" PENTA HEAD SCREW DOWN FASTENERS SHALL BE PROVIDED TO THE CITY.
11. LIDING CEMENT VAULT, VAULT COVER, AND VAULT EXTENSIONS SHALL BE POLYMER AND SHALL SUPPORT A MINIMUM TEST LOAD OF 12,000 LBS. IF VAULT IS LOCATED IN A TRAVELED WAY, ALL COMPONENTS SHALL CONFORM TO VERTICAL, PROOF-LOAD STRENGTH REQUIREMENTS FOR THE DESIGN OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (SDS), SECTION 8E-1.02(2).
12. ALL VAULT CONDUIT SHALL HAVE GROUND BUSHINGS. ALL PVC AND HOPE CONDUITS SHALL HAVE REEL ENDS.
13. CONDUITS SHALL ENTER THROUGH KINGS.
14. FURNISH AND INSTALL CUPS OR RINGS FOR ALL UNUSED CONDUIT.
15. CONTRACTOR MAY ELECT TO PROVIDE A SINGLE POLYMER VAULT WITH 3" DEPTH AND OMIT THE TWO 10" VAULT EXTENSIONS.
16. BOTTOM OF CONDUIT CENTERLINE SHALL BE ADJUSTED TO EXIST TOP OF VAULT TO FACILITATE CABLE PULING.
17. VAULTS SHALL BE INSTALLED TO ALIGN WITH AND BE PARALLEL OR PERPENDICULAR TO SIDEWALK EDGES AND SCORE LINES.
18. ORIENT SPLICE CLASPING WITH FRONT END CAP A MINIMUM OF 4' LOWER THAN THE OPPOSITE END.



N48 FIBER OPTIC VAULT DETAIL
NOT TO SCALE



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

By: E. Kim
Eunjune Kim, City Engineer

Date: 09/17/2024

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CHECKED BY:	EKC
APPROVED BY:	EKC

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT

DETAILS

JOB NO.
DATE SEPTEMBER 2024
SCALE AS NOTED
SHEET 20 OF 23 SHEETS
SHEET NO.
DT-02

STREET IMPROVEMENT SPECIFICATIONS SOUTH SAN FRANCISCO PUBLIC WORKS ENGINEERING MAY 2022 R-1		
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STREET IMPROVEMENT SPECIFICATIONS (R-1)

NOT TO SCALE

CURBS AND GUTTERS SOUTH SAN FRANCISCO PUBLIC WORKS ENGINEERING DEC 2021 R-2A		
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CURBS AND GUTTERS (R-2A)

NOT TO SCALE

CURB AND GUTTER TRANSITIONS SOUTH SAN FRANCISCO PUBLIC WORKS ENGINEERING DEC 2021 R-2D		
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CURB AND GUTTER TRANSITIONS (R-2D)

NOT TO SCALE

MONOLITHIC SIDEWALK SOUTH SAN FRANCISCO PUBLIC WORKS ENGINEERING DEC 2022 R-3A		
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MONOLITHIC SIDEWALK (R-3A)

NOT TO SCALE

SEPARATED SIDEWALKS SOUTH SAN FRANCISCO PUBLIC WORKS ENGINEERING DEC 2022 R-3B		
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SEPARATED SIDEWALKS (R-3B)

NOT TO SCALE

SIDEWALK RESTORATION SOUTH SAN FRANCISCO PUBLIC WORKS ENGINEERING DEC 2022 R-9		
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SIDEWALK RESTORATION (R-9)

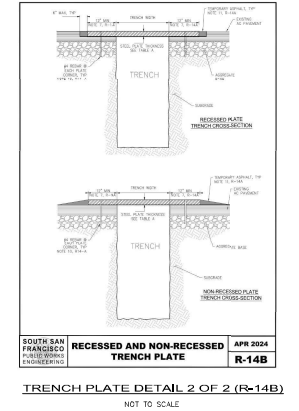
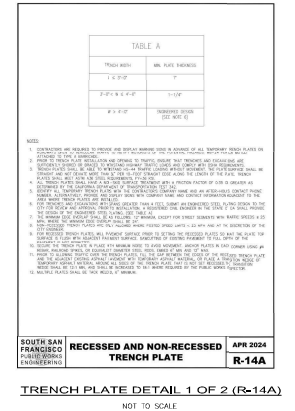
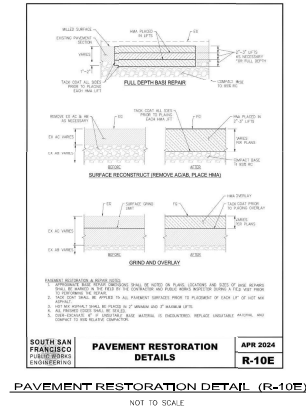
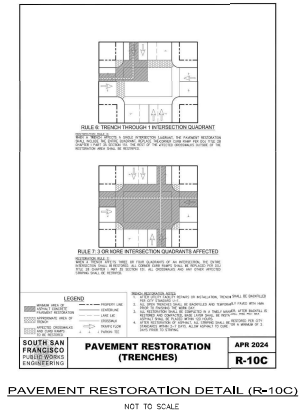
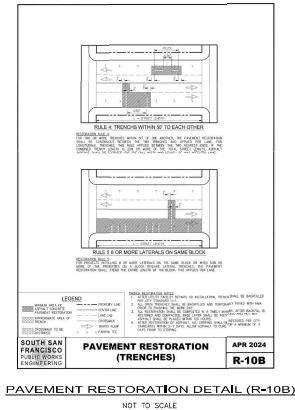
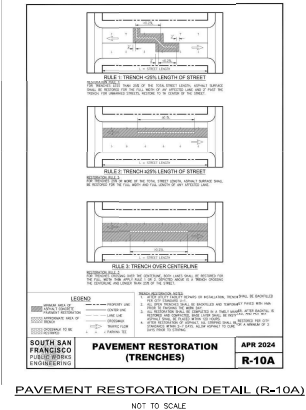
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ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

By: *Eunjeune Kim*
Eunjeune Kim, City Engineer

Date: 09/17/2024

REVISIONS NO. BY DATE DESCRIPTION		REVISIONS NO. BY DATE DESCRIPTION		Kimley-Horn 1300 Clay Street, Suite 325 Tel. No. (510)625-0712 Oakland, California 94612 Fax No. (916)608-0885		2024 BROADBAND FIBER-OPTIC NETWORK PROJECT DETAILS		JOB NO. SEPTEMBER 2024 SHEET 23 OF 23 SHEETS SHEET NO. DT-03
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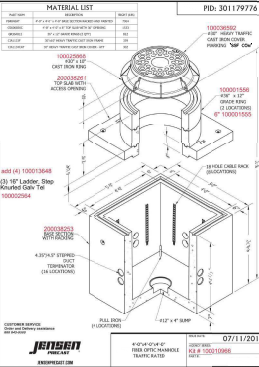
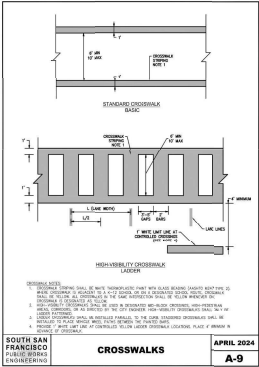
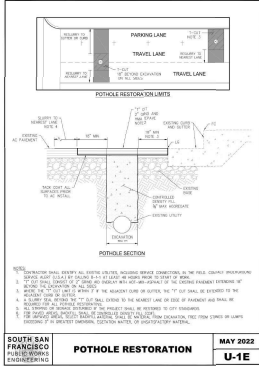
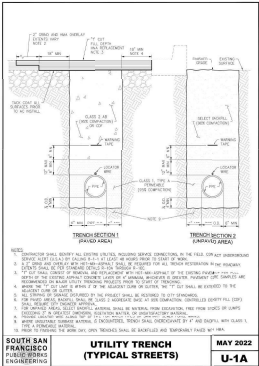
ENGINEERING DIVISION
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By: *E. Kim*
Eunsu Kim, City Engineer
Date: 09/17/2024

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	DRAWN BY: CL, AH DESIGNED BY: SAR CHECKED BY: DKC APPROVED BY: DKC
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2024 BROADBAND FIBER-OPTIC NETWORK PROJECT		JOB NO. 001
DETAILS		DATE: <u>SEPTEMBER 2024</u>
		SHEET <u>22</u> OF <u>23</u> SHEETS
		SHEET NO. DT-04



ENGINEERING DIVISION
CONFORMED
APPROVED FOR CONSTRUCTION

By: *E. Kim*
Eunjeune Kim, City Engineer

Date: 09/17/2024

NO.	BY	DATE	REVISIONS
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Kimley-Horn

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DRAWN BY:	CL, AH
DESIGNED BY:	SAR
CHECKED BY:	DIC
APPROVED BY:	DIC

2024 BROADBAND FIBER-OPTIC NETWORK PROJECT	FOR NO. 001 SEPTEMBER 2024
DETAILS	SHEET 23 OF 23 SHEET
	SHEET NO. 01-05

Certificate Of Completion

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Status: Completed

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Source Envelope:

Document Pages: 192

Signatures: 14

Envelope Originator:

Certificate Pages: 6

Initials: 1

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kim.santos@ssf.net

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO City of South San Francisco

Location: DocuSign

Signer Events

Ahmad Olomi

ahmad.olomi@hpcomminc.com

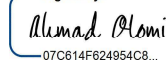
Executive VP

HP Communications, Inc.

Security Level: Email, Account Authentication (None)

Signature

Signed by:


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Bree Mendoza

bree.mendoza@hpcomminc.com

Security Level: Email, Account Authentication (None)

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ID: 779ca557-3989-4e86-ba3a-33e835ebcf8d

Kimia Mahallati, for

kimia.mahallati@redwoodpubliclaw.com

Assistant City Attorney

Security Level: Email, Account Authentication (None)

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Resent: 11/14/2024 3:08:48 PM

Resent: 11/18/2024 10:57:21 AM

Resent: 11/19/2024 1:32:40 PM

Resent: 11/20/2024 11:43:29 AM

Viewed: 11/21/2024 12:57:44 PM

Signed: 11/21/2024 1:00:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.162.237.188

Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 12:57:44 PM

ID: 86451926-2492-49a3-b557-b5260ce81e0c

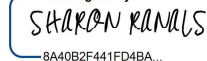
SHARON RANALS

sharon.ranals@ssf.net

City Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:


8A40B2F441FD4BA...

Sent: 11/21/2024 1:00:09 PM

Viewed: 11/21/2024 4:11:56 PM

Signed: 11/21/2024 4:14:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 199.181.122.2

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 11/21/2024 4:11:56 PM ID: a15b0d0a-b26c-4021-ab03-45ca46e07368		
Rosa Govea Acosta rosa.acosta@ssf.net City Clerk City of South San Francisco Signing Group: City Clerk Security Level: Email, Account Authentication (None)	DocuSigned by: <i>Rosa Govea Acosta</i> 5908B15FF63F418... 	Sent: 11/21/2024 4:15:04 PM Viewed: 11/22/2024 9:33:13 AM Signed: 11/22/2024 9:48:53 AM
	Signature Adoption: Pre-selected Style Using IP Address: 199.181.122.2	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Angel Torres angel.torres@ssf.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/4/2021 9:55:54 AM ID: 7f750e7d-bbc2-40df-ad8c-fe34f9f9ae94		Sent: 11/22/2024 9:49:01 AM Viewed: 11/22/2024 10:05:24 AM
Joanna Dawson joanna.dawson@ssf.net Administrative Assistant Carahsoft OBO City of South San Francisco Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/22/2024 9:49:03 AM
Tony Barrera tony.barrera@ssf.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/19/2024 1:54:52 PM ID: 7451e9fc-458c-4557-9a97-6cbce94cd3d4		Sent: 11/22/2024 9:49:04 AM Viewed: 11/22/2024 9:52:52 AM
Dustin Stier dustin.stier@hpcomminc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/22/2024 9:49:06 AM
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/12/2024 11:03:37 AM
Envelope Updated	Security Checked	11/22/2024 9:46:35 AM
Certified Delivered	Security Checked	11/22/2024 9:33:13 AM
Signing Complete	Security Checked	11/22/2024 9:48:53 AM
Completed	Security Checked	11/22/2024 9:49:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of South San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of South San Francisco:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tony.barrera@ssf.net

To advise Carahsoft OBO City of South San Francisco of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tony.barrera@ssf.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of South San Francisco

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tony.barrera@ssf.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of South San Francisco

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tony.barrera@ssf.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of South San Francisco as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of South San Francisco during the course of your relationship with Carahsoft OBO City of South San Francisco.



&



“The High Performance Team”

***ORANGE AVE
PROPOSAL***

CONFIDENTIAL



HP Communications, Inc.

"United We Stand"

10/21/2025
Angel Torres
City of South San Francisco
315 Maple Ave,
South San Francisco, CA 94080

RE: ORANGE AVE

Angel:

Thank you for providing HP Communications the opportunity to submit a quote for the above referenced project. Based on the information provided and our experience with projects similar in scope, we are pleased to present you with this proposal. HP Communications will provide labor and equipment to complete the following:

Total: \$305,295.50

Terms:

- *Net 30 days from date of invoice. 2% late fee per month for payments past 30 days.*
- *Price includes all applicable sales tax.*
- *Price quote is valid for 30 Days.*

Again, thank you for the opportunity and we hope that this proposal meets with your approval. We at HP Communications take pride in our efforts to develop partnerships with our customers. We're not just satisfied with completing a job; we will help design and build the best system to suit our customers' needs.

If you have any questions, please feel free to contact me at (951) 433-0768.

Sincerely,

Jason Lubrin
Project Manager
HP Communications, Inc.
Cell: (951) 433-0768
E-mail: Jason.Lubrin@hpcomminc.com



HP Communications, Inc.

"United We Stand"



2025 BROADBAND FIBER-OPTIC NETWORK, ORANGE AVE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Contract Total
1	Mobilization and Demobilization	1	LS	\$15,000.00	\$ 15,000.00
2	Traffic Regulation and Construction Area Signs	1	LS	\$20,000.00	\$ 20,000.00
4	Furnish and Install 3" Conduit	450	LF	\$ 300.00	\$135,000.00
6A	Furnish and Install 144-strand SMFO Cable	2250	LF	\$ 29.79	\$ 67,027.50
7	Furnish and Install 48-strand SMFO Cable (Plenum-rated)	400	LF	\$ 12.54	\$ 5,016.00
10	Furnish and Install No. N36 Pullbox	1	EA	\$ 6,000.00	\$ 6,000.00
11	Furnish and Install No. N48 Pullbox	2	EA	\$13,750.00	\$ 27,500.00
13	Furnish and Install Splice Closure	1	EA	\$ 3,500.00	\$ 3,500.00
18	HMA Grind and Overlay	300	SF	\$ 22.00	\$ 6,600.00
19	Minor Concrete (Sidewalk)	96	SF	\$ 52.00	\$ 4,992.00
16	Make and Test Fiber Splices and Terminations	24	EA	\$ 350.00	\$ 8,400.00
15	Furnish and Install 48-Port Fiber Termination Panel and Patch Cords	1	EA	\$ 6,260.00	\$ 6,260.00

\$305,295.50



&



“The High Performance Team”

***WESTBOROUGH
PROPOSAL***

CONFIDENTIAL



HP Communications, Inc.

"United We Stand"

10/21/2025
Angel Torres
City of South San Francisco
315 Maple Ave,
South San Francisco, CA 94080

RE: WESTBOROUGH

Angel:

Thank you for providing HP Communications the opportunity to submit a quote for the above referenced project. Based on the information provided and our experience with projects similar in scope, we are pleased to present you with this proposal. HP Communications will provide labor and equipment to complete the following:

Total: \$448,709.00

Terms:

- *Net 30 days from date of invoice. 2% late fee per month for payments past 30 days.*
- *Price includes all applicable sales tax.*
- *Price quote is valid for 30 Days.*

Again, thank you for the opportunity and we hope that this proposal meets with your approval. We at HP Communications take pride in our efforts to develop partnerships with our customers. We're not just satisfied with completing a job; we will help design and build the best system to suit our customers' needs.

If you have any questions, please feel free to contact me at (951) 433-0768.

Sincerely,

Jason Lubrin
Project Manager
HP Communications, Inc.
Cell: (951) 433-0768
E-mail: Jason.Lubrin@hpcomminc.com



HP Communications, Inc.

"United We Stand"



2025 BROADBAND FIBER-OPTIC NETWORK, WESTBOROUGH

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Contract Total
1	Mobilization and Demobilization	1	LS	\$15,000.00	\$ 15,000.00
2	Traffic Regulation and Construction Area Signs	1	LS	\$20,000.00	\$ 20,000.00
4	Furnish and Install 3" Conduit	700	LF	\$ 300.00	\$210,000.00
8	Furnish and Install 12-strand SMFO Cable	100	LF	\$ 4.72	\$ 472.00
6A	Furnish and Install 144-strand SMFO Cable	1500	LF	\$ 29.79	\$ 44,685.00
7	Furnish and Install 48-strand SMFO Cable (Plenum-rated)	250	LF	\$ 12.54	\$ 3,135.00
10	Furnish and Install No. 6E Pullbox	2	EA	\$ 6,000.00	\$ 12,000.00
11	Furnish and Install N48 Pullbox	2	EA	\$13,750.00	\$ 27,500.00
13	Furnish and Install Splice Closure	2	EA	\$ 3,500.00	\$ 7,000.00
18	HMA Grind and Overlay	352	SF	\$ 22.00	\$ 7,744.00
19	Minor Concrete (Sidewalk)	504	SF	\$ 52.00	\$ 26,208.00
20	Minor Concrete (Curb and Gutter)	25	LF	\$ 85.00	\$ 2,125.00
21	HMA Conform	50	SF	\$ 50.00	\$ 2,500.00
22	Surface Seal (Type 2)	528	SF	\$ 35.00	\$ 18,480.00
16	Make and Test Fiber Splices and Terminations	106	EA	\$ 350.00	\$ 37,100.00
14	Furnish and Install 12-Port Fiber Termination Panel and Patch Cords	1	EA	\$ 3,500.00	\$ 3,500.00
15	Furnish and Install 48-Port Fiber Termination Panel and Patch Cords	1	EA	\$ 6,260.00	\$ 6,260.00
22	Permit Fees (Allowance - Pre-Set at \$20,000)	1	LS	\$ 5,000.00	\$ 5,000.00

\$448,709.00

BID SCHEDULE - 1 - WESTBOROUGH			HP Communications Cost Proposal				
Item	Description	UOM	Est Qty	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mob & DeMob	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
2	Traffic Control and CAS	LS	1	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
4	Furnish & Install 3-inch HDPE Conduit (<i>No Innerduct</i>)	LF	700	\$300.00	\$210,000.00	\$300.00	\$210,000.00
8	Furnish & Install 12-strand SMFO Cable	LF	100	\$4.72	\$472.00	\$4.72	\$472.00
6A	Furnish & Install 144-strand SMFO Cable	LF	1,500	\$29.79	\$44,685.00	\$29.79	\$44,685.00
7	Furnish & Install 48-strand SMFO Cable (<i>Plenum-rated</i>)	LF	250	\$12.54	\$3,135.00	\$12.54	\$3,135.00
10	Furnish & Install No. 6E Pullbox	EA	2	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
11	Furnish & Install No. N48 Pullbox	EA	2	\$13,750.00	\$27,500.00	\$13,750.00	\$27,500.00
13	Furnish & Install Splice Closure	EA	2	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
18	Mill and Overlay (HMA)	SF	352	\$22.00	\$7,744.00	\$22.00	\$7,744.00
19	Minor Concrete (Sidewalk)	SF	504	\$52.00	\$26,208.00	\$52.00	\$26,208.00
20	Minor Concrete (Curb & Gutter)	LF	25	\$85.00	\$2,125.00	\$85.00	\$2,125.00
21	HMA Conform	SF	50	\$50.00	\$2,500.00	\$25.00	\$1,250.00
22	Surface Seal (Type 2)	SF	528	\$35.00	\$18,480.00	\$25.00	\$13,200.00
16	Make and Test Fiber Splices and Terminations	EA	106	\$350.00	\$37,100.00	\$350.00	\$37,100.00
14	Furnish and Install 12-Port Fiber Termination Panel and Patch Cords	EA	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
15	Furnish and Install 48-Port Fiber Termination Panel and Patch Cords	EA	1	\$6,260.00	\$6,260.00	\$6,260.00	\$6,260.00
16	Permit Fees (Allowance - Pre Set at \$5,000)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
BID SCHEDULE - 1 - WESTBOROUGH				Total Cost	\$448,709.00	Total Cost	\$472,179.00

BID SCHEDULE - 2 - ORANGE			HP Communications Cost Proposal				
Item	Description	UOM	Est Qty	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mob & DeMob	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2	Traffic Control and CAS	LS	1	\$20,000.00	\$20,000.00	\$31,500.00	\$31,500.00
4	Furnish & Install 3-inch HDPE Conduit (<i>No Innerduct</i>)	LF	450	\$300.00	\$135,000.00	\$300.00	\$135,000.00
6A	Furnish & Install 48-strand SMFO Cable	LF	2,250	\$29.79	\$67,027.50	\$12.00	\$27,000.00
7	Furnish & Install 48-strand SMFO Cable (<i>Plenum-rated</i>)	LF	400	\$12.54	\$5,016.00	\$12.54	\$5,016.00
10	Furnish & Install No. N36 Pullbox	EA	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
11	Furnish & Install No. N48 Pullbox	EA	2	\$13,750.00	\$27,500.00	\$13,750.00	\$27,500.00
13	Furnish & Install Splice Closure	EA	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
18	Mill and Overlay (HMA)	SF	300	\$22.00	\$6,600.00	\$22.00	\$6,600.00
19	Minor Concrete (Sidewalk)	SF	96	\$52.00	\$4,992.00	\$52.00	\$4,992.00
16	Make and Test Fiber Splices and Terminations	EA	24	\$350.00	\$8,400.00	\$350.00	\$8,400.00
15	Furnish and Install 48-Port Fiber Termination Panel and Patch Cords	EA	1	\$6,260.00	\$6,260.00	\$6,260.00	\$6,260.00
BID SCHEDULE - 2 - ORANGE				Total Cost	\$305,295.50	Total Cost	\$271,768.00

Total Costs for Westborough and Orange (Only) \$754,004.50 Engr Estimate \$743,947.00