

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

MEMORIAL PARK  
ELECTRICAL IMPROVEMENTS PROJECT

WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY

COUNTY PROJECT NO. P32P1  
PROJECT FILE NO. E5059

APPROVED: \_\_\_\_\_ April 29 \_\_\_\_\_, 2022



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ANN MADER STILLMAN  
(R.C.E. No. 47882)  
Interim Director of Public Works

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Department of Public Works  
San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, California 94063-1665

Last Updated: March 2, 2022

## TABLE OF CONTENTS

### NOTICE TO CONTRACTORS

Bid Opening Date  
 Engineer's Estimate  
 General Bidder's Information

### SPECIAL PROVISIONS

<u>Section</u>	
1.	Definitions
2.	Bidding
2-1.	Plans and Specifications
2-2.	Disqualification of Bidders
3.	Contract Award and Execution
4.	Description of Work
5.	Control of Work
5-1.	Differing Site Conditions
5-2.	Repair of Equipment
5-3.	Cooperation
5-4.	Permits and Licenses
5-5.	Project Appearance
5-6.	Preservation of Property
5-7.	Air Pollution Control
5-8.	Obstructions
5-9.	Sound Control
5-10.	Public Convenience
5-11.	Disposal of Material Outside the Highway Right Of Way
5-12.	Subcontracting
5-13.	Order of Work
6.	Control of Materials
6-1.	Certificates of Compliance
6-2.	Materials Testing
7.	Legal Relations and Responsibility
7-1.	Equal Employment Opportunity Program for Minority Employment
7-2.	Prevailing Wages
7-3.	Highway Construction Equipment
7-4.	Public Safety
7-5.	Trench Safety
8.	Progress of Work and Time of Completion
8-1.	Time of Completion
8-2.	Liquidated Damages
8-3.	Progress Schedule
9.	Measurement and Payment
9-1.	Force Account Work
9-2.	Payments to Contractor

## TABLE OF CONTENTS (Continued)

### SPECIAL PROVISIONS (Continued)

<u>Section</u>	
9-3.	Payments Withheld from Contractor
9-4.	Stop Notices
9-5.	Construction Claims
11.	Mobilization
11-1.	Property Owner Primary Notification
12.	Maintaining Traffic
12-1.	Property Owner Secondary Notification
13.	Water Pollution Control
14.	Construction Waste Management
14-1.	Diversion Goal
14-2.	References and Resources
14-3.	Waste Management Plan and Daily Transport Report
14-4.	Waste Management Plan Implementation
15.	Potholing and Utility Locating
17	Clearing and Grubbing
17-1.	Remove Trees
21.	Erosion and Sediment Control
21-1.	Temporary Silt Fence
21-2.	Temporary Erosion Control
30.	Gas Utilities
30-1.	Gas Line Installation
30-2.	Gas Lines and Appurtenances
40.	Propane Tank and Pad
40-1.	Propane Tanks
40-2.	Propane Tank Pads
51.	Concrete Structures
52.	Reinforcement
60.	Generator Installation
100.	Construction Staking
100-1.	As-Built Drawings
102.	Tree Protection
104.	Fences
104-1.	Chain Link Fence
104-2.	Temporary Fencing
200.	Electrical Improvements

Note: Gaps in Section numbering, above, indicate that the Section is either blank or does not apply.

### APPENDIX A

County of San Mateo Waste Management Plan Form  
Waste Management Daily Transport Report

**APPENDIX B**

NOT USED

**APPENDIX C**

Sample "Payment Bond" Form  
Sample "Performance Bond" Form

**APPENDIX D**

Daily Personnel and Equipment Log

**APPENDIX E**

Construction Claims:  
Public Contract Code Sections 9204 and 20104 et seq.

**APPENDIX F**

Electrical Improvements Specifications

**PROPOSAL**

Contractor's Check-Off List  
Name and Address of Bidder  
Contractor Declaration Statement  
Bid Schedules  
Acknowledgement Of Site Visit  
Bidder's Bond  
Signature of Bidder  
Subcontractors  
San Mateo County Equal Employment Opportunity Program  
Equal Benefits Compliance Ordinance No. 04026  
(Title 2, Chapter 2.84, San Mateo County Ordinance Code)  
Equal Benefits Compliance Declaration Form  
Contractor Employee Jury Service Ordinance No. 04269  
(Title 2, Chapter 2.85, San Mateo County Ordinance Code)  
Contractor Employee Jury Service Compliance Declaration Form  
Non-Collusion Declaration Form  
Certification of Bidder's Qualification and Experience

**AGREEMENT**

Signature Sheet

**COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

**NOTICE TO CONTRACTORS**

**NOTICE IS HEREBY GIVEN**, that

Sealed bids will be received either by mail to the office of the County Executive/Clerk of the Board of Supervisors, or hand-delivered within one-half (1/2) hour prior to the bid opening to the main public entrance of the Hall of Justice and Records, 400 County Center, Redwood City, California, 94063 until the hour of

**2:30 p.m., Thursday, June 2, 2022**

which all bids (mailed in or hand-delivered) will then be transmitted to the main public entrance of the Hall of Justice and Records at 400 County Center, Redwood City, where the bids will be publicly opened and read aloud for the following project in accordance with the specifications therefore and to which special reference is made as follows:

**MEMORIAL PARK  
ELECTRICAL IMPROVEMENTS PROJECT  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P32P1  
PROJECT FILE NO. E5059**

Bids are required for the entire work described herein.

**Bidders are further advised of the following:**

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
  - a. Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100), please send check payable to “County of San Mateo” to 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063; OR**
  - b. Complete and sign the following Plan Holder’s Affidavit by using the link below and you will receive a separate link for downloading an electronic copy of the Plans and Specifications:**

**<https://www.smcgov.org/publicworks/affidavit-form-memorial-park-electrical-improvements-project>**

The Contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

- c. If Plans and specifications are obtained through a source other than those outlined in 1a and 1b above, complete and sign the following Plan Holder’s Affidavit and return to the County by either PDF via email to [alum@smcgov.org](mailto:alum@smcgov.org). The Contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

Plan Holder’s Affidavit	
Project Title	MEMORIAL PARK ELECTRICAL IMPROVEMENTS PROJECT
Project No.	P32P1
Project Engineer:	Kayla Kim
Project Manager:	Anthony Lum
Bid Open Date and Time:	2:30 p.m., Thursday, June 2, 2022
Company Name:	_____
Mailing Address:	_____
Phone Number:	Fax Number: _____
E-mail Address:	_____
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

- 2. The Plan Holders List will be posted to the County of San Mateo’s Public Works website two (2) working days prior to the bid open date.
- 3. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to [alum@smcgov.org](mailto:alum@smcgov.org), not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via

**email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.**

- 4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.**
- 5. Proposals in which the prices obviously are unbalanced may be rejected.**

The Department of Public Works website will be updated as needed and can be accessed under the Department's tab found on the County of San Mateo website [\(<http://publicworks.smcgov.org>\)](http://publicworks.smcgov.org).

**ENGINEER'S ESTIMATE**  
**MEMORIAL PARK**  
**ELECTRICAL IMPROVEMENTS PROJECT**

**WITH APPURTENANT WORK THERETO**  
**IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P32P1**  
**PROJECT FILE NO. E5059**

<b>Item No.</b>	<b>Item Description</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>
1	Mobilization	11	1	LS
2	Maintaining Traffic	12	1	LS
3	Water Pollution Control	13	1	LS
4	Construction Waste Management	14	1	LS
5	Potholing and Utility Locating	15	6	EA
6	Clearing and Grubbing	17	1	LS
7	Tree Removal	17-1	1	EA
8	Temporary Silt Fence	21-1	190	LF
9	Erosion and Sediment Control	21-2	1	LS
10	1" Steel Gas Line	30	10	LF
11	1.5" Steel Gas Line	30	60	LF
12	250 Gallon Propane Tank and Pad	40	1	LS
13	500 Gallon Propane Tank and Pad	40	1	LS
14	Concrete Pads for Generators	51, 52	2	EA
15	Reinforcing Steel	52	330	LB
16	Generator Installation (Owner-Furnished Equipment)	60	2	EA
17	Construction Staking	100	1	LS
18	Tree Protection	102	12	EA
19	Chain Link Fence	104-1	110	LF
20	Temporary Fencing	104-2	190	LF
21	Electrical Improvements	200	1	LS

<b>Engineer's Estimate of Costs: \$</b>	665,160
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(F) Final Pay Quantities – See Section 9-1.02C, “Final Pay Item Quantities,” of the Standard Specifications.

(Note: Gaps in section numbering, above, indicate the Section is blank or does not apply.)

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the County of San Mateo does not, expressly or by implication, agree that the actual amount of work will correspond herewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed necessary or expedient by the Engineer.

Payment to the Contractor for materials furnished and work completed shall be made by the County in accordance with Section 9 of the "Special Provisions" portion of these Contract Documents. Pursuant to Section 22300 of the Public Contract Code, Contractor may, upon his request and at Contractor's expense, substitute equivalent securities for any moneys retained from such payment for the fulfillment of the Contract.

**When applicable, both Contractor and Subcontractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.**

**Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:**

- (1) No contractor or subcontractor may be 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 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- (2) 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.**
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

Wage rates for overtime shall be paid at not less than one and one-half (1-1/2) times the above rates. Wage rates for Sundays and holidays shall be paid at not less

than two (2) times the above rates.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Project.

It is the policy of the County that Contractors on public projects employ their workers and craftsmen from the local labor market whenever possible. "Local Labor Market" is defined as the labor market within the geographical confines of the County of San Mateo, State of California. Consistent with this policy, the Contractor is requested to employ craftsmen and other workers from the local labor market whenever possible to do so.

Each bidder shall submit with the bid, Certificates of Compliance and Intent on a form provided in the "Proposal" section of these Contract Documents, a certificate that bidder is in compliance with the provisions of the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and any other federal, State and local laws and regulations relating to equal employment opportunity. With the execution of said certificates, bidder also agrees that bidder will maintain or develop and implement, during the course of the work concerned, a program of hiring and employment, conducted without regard to race, religion, color, national origin, ancestry, sexual orientation, or sex of the applicants. With this certification, bidder shall submit any and all information that may be required by the County in connection with the particular project.

Each bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to resolution of construction claims, and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above shall be considered as incorporated into and become an integral part of these specifications.

Questions relating to equal employment should be directed to the San Mateo County Department of Public Works, Equal Employment Opportunity Program, 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063-1665, telephone (650) 363-4100.

Plans and Specifications and forms of Proposal and Contract may be seen and obtained at the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665. Plans and specifications may be obtained for a:

**NON-REFUNDABLE FEE OF \$60.00 PER SET**

Additional technical questions should be directed to the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665, telephone (650) 363-4100.

The Contractor shall possess either a Class A License or a combination of Class C licenses that are applicable for the majority of the work at the time this contract is awarded. No Contract will be awarded to a Bidder who is not licensed as required by laws of the State of California.

The Contractor is advised that inspection of the site prior to the bid submittal and acknowledgement of said inspection will be required for the acceptance of the bid. The Memorial Park is located at 9500 Pescadero Creek Road, Loma Mar, CA 94021. The following individual can be contacted if access to the site is limited:

**David Vasquez  
San Mateo County (Memorial Park)  
(650) 879-0238**

**There will be no pre-bid conference meeting scheduled; however, the Contractor is advised that inspection of the site prior to the bid submittal and acknowledgement of said inspection will be required for the acceptance of the bid. Access can be arranged with David Vasquez at the number listed above.**

**The Contractor shall sign and date the Acknowledgement of Site Visit form provided on page 4 of the Proposal Section and submit with the bid. Failure to complete this form shall be grounds for rejection of the bid.**

The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

DATE: April 29, , 2022

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**Michael Callagy, County Executive/  
Clerk of the Board of Supervisors**



**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
FOR**

**MEMORIAL PARK  
ELECTRICAL IMPROVEMENTS PROJECT**

**WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P32P1  
PROJECT FILE NO. E5059**

**DATE:** April 29 2022

**SECTION 1.  
DEFINITIONS OF TERMS TO BE USED IN THE SPECIAL PROVISIONS,  
NOTICE TO CONTRACTORS, PROPOSAL, AGREEMENT OR  
OTHER CONTRACT DOCUMENTS**

Except as specifically stated herein, the definitions contained in the Standard Specifications of the State of California, Department of Transportation, as set forth per Section 2-1, "Plans and Specifications," of these Special Provisions and hereafter referred to as "Standard Specifications," shall be applicable with the understanding that where said definitions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said definition shall be interpreted to refer to the County of San Mateo, the Department of Public Works, or other appropriate department, division, official, officer or employee of the County of San Mateo.

Definition 7-1.02L, "Public Contract Code," of the Standard Specifications shall not be interpreted to include the provisions of Article 7.1 of Division 2, Part 2, Chapter 1 of the Public Contract Code.

**END OF SECTION**

## SECTION 2. BIDDING

The Bidder's attention is directed to all the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer in lieu of the sample forms provided herein in Appendix C of these Special Provisions. The County will not be responsible for any oral interpretations to Bidders with respect to any of the work embraced herein.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

All proposals must be made upon the blank form contained herein.

### 2-1. Plans and Specifications

Subject to the exceptions stated herein, the work embraced herein shall be done in accordance with the Standard Plans and Specifications as adopted by the County of San Mateo insofar as the same may apply, and in accordance with the following Special Provisions.

As set forth in **Resolution No. 077227** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved and adopted the **2018** Standard Plans and Standard Specifications of the State of California, Department of Transportation as the Standard Plans and Standard Specifications of the County of San Mateo, State of California.

In the event that a discrepancy arises between the project Plans, these Special Provisions, the Standard Plans and the Standard Specifications, the provisions of Section 5-1.02, "Contract Components," of the Standard Specifications shall apply.

### 2-2. Disqualification of Bidders

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

**END OF SECTION**

### SECTION 3. CONTRACT AWARD AND EXECUTION

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

However, the following supersedes the second paragraph in Section 3-1.04, "Contract Award," of the Standard Specifications:

"The award of contract, if awarded, will be made to the lowest responsible bidder within **SIXTY (60) DAYS** after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the third responsible bidder. The period of time after that specified above within which the award of the contract may be made shall be subject to extension for such further period as may be agreed upon, in writing, between the County and the bidder concerned."

**Bidders who wish to lodge a protest for consideration as to the bidding process or the award of a contract to the lowest responsible bidder must do so as follows:**

- (1) Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening, shall be filed **two (2) business days** prior to bid opening.
- (2) Protests other than those covered by paragraph 1, above, shall be filed no later than **ten (10) calendar days** after the bid opening.
- (3) All protests shall be delivered to:

Director of Public Works  
County of San Mateo  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

**Untimely protests, which do not meet the deadline requirements specified above, will not be accepted or considered.**

Bid protests must be submitted in writing to the addressee and address listed above. Bid protests must at a minimum include the following:

- Project Name
- Project File Number
- A complete statement describing the basis for the bid protest, which includes

- a detailed statement of all legal and factual grounds for the protest
- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

If a valid protest is filed timely, the Department will investigate the bid protest. The protested bidder shall have **three (3) business days** to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Department Director shall make a recommendation to the San Mateo County Board of Supervisors regarding the bid protest.

**Bid protests are to be delivered to the following address: 555 County Center, 5<sup>th</sup> Floor Redwood City, CA 94063.**

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: 555 County Center, 5<sup>th</sup> Floor Redwood City, CA 94063.

**END OF SECTION**

**SECTION 4.**  
**DESCRIPTION OF WORK**

The work to be done consists, in general, of the installation of two backup generators (furnished by the County), two propane storage tanks, electrical improvements, concrete pads, and any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and as directed by the Engineer.

**END OF SECTION**

## SECTION 5. CONTROL OF WORK

Attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications, except as herein provided, and to Section 2-1, "Plans and Specifications," of these Special Provisions.

### 5-1. Differing Site Conditions

This section shall be used in lieu of Section 4-1.06, "Differing Site Conditions (CFR 635.209)," of the Standard Specifications. Section 4-1.06 of the Standard Specifications shall not apply.

The following shall apply to digging trenches or other excavations that extend deeper than four feet (4') below the surface:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any:
- (1) 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, II, or III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated.
  - (3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order, excluding loss of anticipated profits, under the procedures described in the contract. No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

C. In the event that a dispute arises between the Engineer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

D. In the event conditions materially differ from those indicated, the Contractor shall have no claim for construction delays, unless said conditions are determined by the Engineer to impact the controlling item of work.

#### 5-2. Repair of Equipment

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the contract, shall be subject to all the requirements relating to labor set forth in these specifications and in the special provisions.

#### 5-3. Cooperation

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36, "Property and Facility Preservation," of the Standard Specifications, and to these Special Provisions. The utility companies may be rearranging their facilities within the project area and it is expected that they will cooperate with the Contractor to the end that the work may be handled in an efficient manner.

The Contractor shall contact USA North811 (USA) service alert a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at [usanorth811.org](http://usanorth811.org) or by phone by

dialing (800) 642-2444 or 811.

5-4. Permits and Licenses

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

The Contractor shall have at least two employees trained in confined space entry regulations CAL/OSHA Confined Space Regulations, Title 8 CCR GISO 5156, 5157, and 5158 at the site whenever there are open trenches or underground work going on. It is understood that all fall protection, retrieval and atmospheric monitoring equipment shall be furnished and maintained by the Contractor at the Contractor's expense. This shall include but not be limited to cost associated with compliance with Confined Space Entry Regulations shall be at the expense of the Contractor.

5-5. Project Appearance

The Contractor shall maintain a neat appearance to the work. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-6. Preservation of Property

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications.

5-7. Air Pollution Control

Air pollution control shall conform to the provisions of Section 14-9.02, "Air Pollution Control," of the Standard Specifications.

5-8. Obstructions

Attention is directed to the provisions in Sections 5-1.36D, " Nonhighway Facilities," 15, "Existing Facilities," and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

5-9. Sound Control

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications.

5-10. Public Convenience

Public Convenience shall conform to the provisions in Section 7-1.03,

“Public Convenience,” of the Standard Specifications and to these Special Provisions.

5-11. Disposal of Material Outside the Highway Right of Way

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Sections 5-1.20B(4), “Contractor-Property Owner Agreement,” and 14-10, “Solid Waste Disposal and Recycling,” of the Standard Specifications, and Section 14, “Construction Waste Management,” of these Special Provisions. The Contractor’s attention is further directed to Appendix “A”, “Construction Waste Management Plan,” of these Special Provisions.

5-12. Subcontracting

Attention is directed to the provisions in Section 5-1.13, “Subcontracting,” of the Standard Specifications.

5-13. Order of Work

Order of work shall conform to the provisions in Section 5-1.05, “Order of Work,” of the Standard Specifications and these Special Provisions.

The County furnished backup generators lead time is expected to take approximately 27 weeks for the 36CCL and 45 weeks for the KG60. The following is the anticipated construction sequence plan, in which, the Contractor shall incorporate the generators’ lead time into its schedule:

- A. The Contractor shall forward all required submittals to the Engineer for approval, including but not limited to the progress schedule (construction sequence by a critical path method), and incorporate the generators’ lead time into the Contractor’s progress schedule.
- B. The progress schedule shall be submitted and approved by the Engineer prior to the start of work. The Contractor shall install temporary fencing in accordance with Section 104-2 “Temporary Fencing” of these Special Provisions.
- C. The Contractor shall pothole and locate underground utilities as shown and noted in the Plans and in accordance with Section 15 “Potholing and Utility Locating” of these Special Provisions. Any discrepancies between the plans and the confirmed locations of the utilities shall be brought to the Engineer’s attention.

- D. The Contractor shall perform site preparation in anticipation of the generators' delivery. The site preparation work includes, but is not limited to, utility connections, earthwork, grading, propane tank installation, concrete pad installation.

NOTE: The Contractor shall coordinate and schedule all phases of work to align with the delivery date of the generator assemblies. When the above-mentioned work has been constructed and approved to be complete by the Engineer, the Engineer may suspend the working days. The Engineer will order the working days to commence when the generator assembly packages has been delivered to the site, inspected, and approved by the County's Engineer deemed to be ready for installation.

- E. The Contractor shall install the generators in accordance with Section 60 "Generator Installation" of these Special Provisions.
- F. The Contractor shall complete the remaining Project work.

The scheduling of the work noted in the above section shall be shown concurrently on the County's CPM schedule, unless a written agreement is reached with the Engineer. Contractor shall have no claim for construction delays due to the generator assemblies' lead time, and no additional compensation will be allowed therefore.

**END OF SECTION**

**SECTION 6.**  
**CONTROL OF MATERIALS**

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all materials required to complete the work under this Contract.

6-1. Certificates of Compliance

Certificates of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications shall be furnished for all manufactured products, unless otherwise waived by the Engineer.

6-2. Materials Testing

Whenever the specifications require compliance with specified values for the following applicable properties, tests will be made as indicated:

<b>Material To Be Tested</b>	<b>Property Being Tested</b>	<b>Acceptable Test Method(s)</b>	<b>Description</b>
Aggregate Base	Relative Compaction	CT 216/CT 231	Determines field densities using a nuclear gage.
Concrete	Strength	CT 521	Determines compressive strength of molded concrete cylinders.

Any costs to the County for testing layers which fail the compaction requirements may be deducted from any progress payment due to the Contractor when, in the opinion of the Engineer, such failure results from the Contractor's lack of diligence in pursuing compaction effort. In the event that a test fails, any testing after the first shall be at the Contractor's expense.

**END OF SECTION**

## SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, these Special Provisions, and to the provisions of paragraph VIII, "Insurance," of the Agreement (AG) portion of the Contract Documents for insurance requirements and the provisions related to Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Sections XV, "COVID-19" and XII, "Electronic Signature," of the Agreement (AG) portions of the Contract Documents.

### 7-1. Equal Employment Opportunity Program for Minority Employment

It is the intent of the Board of Supervisors of the County of San Mateo to prohibit and eliminate employment discrimination and to further the opportunities for minority persons to be gainfully employed in the performance of County construction contracts. Award of a contract to a low bidder will not be made until such bidder has complied with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code and with these guidelines.

#### 7-1.1. Definitions

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** An Equal Employment Opportunity Program (EEOP) is a set of specific and result oriented procedures to which a Contractor commits himself in order to achieve equal employment opportunity.

**COMPLIANCE OFFICER:** The Compliance Officer (CO) means the County official designated by the County Executive to represent him in the administration of these guidelines and in the enforcement of the provisions of Sections 2.50.040 and 2.50.050 of Title 2, Chapter 2.50.

#### 7-1.2. Certifications of Compliance and Intent

Every bidder will submit with his bid, as required by Section 2.50.050 of Title 2, Chapter 2.50, a Certification of Compliance with the laws prohibiting discrimination and a Certification of Intent to implement an equal employment opportunity program on the form furnished in the Proposal section of these Specifications.

### 7-1.3. Equal Employment Opportunity Program

**In addition to furnishing the Certifications of Compliance and Intent, each bidder will submit his equal employment opportunity program with his bid proposal.** The EEOP shall contain the following information:

- A. Analysis of current work force
- (1) Total number of employees;
  - (2) Numerical racial breakdown of employees by job classification;
  - (3) Information on apprentices.

These figures will provide the base by which the low bidder's EEOP will be evaluated. Factors to be considered both in the original statistics and in any plans for future employment will include the percentage of minority population in San Mateo County, the availability of minority construction workers and the present minority representation in the various construction trades.

- B. The affirmative actions the bidder has taken and will take to ensure equal employment opportunity. These shall include:
- (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.
  - (2) Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed

program information.

- (3) Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.
- (4) Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.
- (5) Selecting minority subcontractors or subcontractors who are known for their ongoing programs of apprenticeship for minorities. This includes advising minority Contractor associations of opportunities for subcontracts. Joint ventures with minority sub-contractors are encouraged.

- C. The EEOP should state any previous experience the bidder has had with similar plans and the results of that effort. Current affirmative action plans should be described in detail.

#### 7-1.4. Equal Employment Opportunity Program Evaluation

- A. The Compliance Officer (**CO**) will review the EEOP submitted by the low bidder in order to determine whether the program submitted complies with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, and these guidelines. If deficiencies are indicated, CO may request additional information from the bidder or suggest appropriate remedies. The CO will be available to answer questions relative to the guidelines and to advise those seeking assistance of other sources. CO will not be responsible for the schedule or lack of service rendered by the consultant recommended, nor will the CO develop an EEOP or serve as a recruiter for any bidder.

The low bidder may withdraw his EEOP for revision after consultation with the CO; however, the revised program must be resubmitted by a date not later than fifteen (15) calendar days after the opening of bids.

- B. All subcontractors listed in the low bidder's proposal shall be required to file completed Certificates of Compliance and Intent and their EEOP with the Bidder for submission to the County. The EEOP of each subcontractor will be evaluated by criteria established for the low bidder's EEOP.
- C. The CO, upon conclusion of the EEOP review, will report his findings and recommendation to the Director of Public Works. The CO will keep acceptable EEOP's on file for six (6) months. During this time period, if the bidder or subcontractors bid for other County contracts, they may refer to the EEOP on file and state any changes, but will not be required, unless specifically requested, to re-file their program.

#### 7-1.5. Inclusion of EEOP and Certificates

Upon award of the Contract by the Board of Supervisors, the EEOP and certifications for the bidder and all subcontractors, which have been approved and accepted by the County, will become an integral part of the Contract and subject to the provisions thereof.

#### 7-1.6. Compliance of Contractor

- A. The Contractor will post, in conspicuous places available to employees and applicants for employment, notices, provided by the County, stating that the Contractor is obliged to comply with the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code. These notices will also be sent to all unions, employee organizations and other recruiting sources providing employees to the Contractor.
- B. All announcements of job openings will include the statement, "An Equal Opportunity Employer."
- C. The Contractor will make written progress reports on a form provided by the County to illustrate the effectiveness of his EEOP at intervals established by the County.
- D. The **CO** will monitor the Contractor's EEOP until completion of the Contract and will report non-compliance of the Contractor in adhering to his EEOP to the Director of Public Works.
- E. The Contractor will permit, during Contractor's normal business hours and

at Contractor's place of business, access by the County to his records of employment, employment advertisements, application forms and other data and records pertaining to Contractor's employment practices, for the purpose of determining whether Contractor is complying with the non-discrimination and equal employment opportunity rules of the County.

#### 7-1.7. Compliance of Subcontractor

All subcontractors listed by the bidder are subject to all the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code.

#### 7-1.8. Penalties for Non-Compliance

The penalties for non-compliance are listed in Title 2, Chapter 2.50, Section 2.50.050, which states:

- A. "Every public works contract shall provide that a contractor who, within the time specified in the contract, does not submit an equal employment plan and make the certifications required in this chapter shall be in breach of the contract."
- B. "If, after an award is made, the contractor is found by the County or by a Federal or State agency empowered to make such findings to be in substantial or material violation of the Fair Employment Practices Act of the State of California, the Equal Employment Opportunity Requirement of Executive Order 11246, title VII of the Civil Rights Act of 1964, or of the provisions of this chapter or of the Board-established guidelines implementing them, he may be found to be in material breach of contract, and the County shall have the power to cancel the contract in whole or in part, or alternatively, to deduct for each working day during which the contractor is found to have been in such non-compliance, two percent (2%) of the total amount payable to the contractor."

#### 7-1.9. Waiver of Compliance

In the event that any of the requirements of Sections 2.050.040 and 2.050.050 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation to the Board of Supervisors. Such a waiver may only be granted by the Board and, if approved, shall become an integral part of the contract.

#### 7-1.10 Employee Benefits

All Contractors with contracts with the County of \$5,000 or more shall comply with the provisions of Title 2, Chapter 2.84, as amended, of the San Mateo County Ordinance Code with respect to the provisions on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provisions of employee benefits between an employee with a domestic partner and an employee with a spouse. A copy of the Ordinance and Compliance form is attached to the Proposal Section of these Specifications.

In the event it is determined, by the County, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the County Ordinance Code.

#### 7-1.11 Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with Federal, State and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive, including but not limited to:

- (1) termination of this Agreement;
- (2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- (3) liquidated damages of \$2,500 per violation;
- (4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive.

To effectuate the provisions of this paragraph, the County Executive shall have the authority to:

- (1) examine Contractor's employment records with respect to compliance with this paragraph;
- (2) set off all or any portion of the amount described in this paragraph

against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Executive the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

In the event it is determined, by the County, that any portion of these requirements regarding non-discrimination conflict with Federal or State regulations, the Federal or State regulations shall take precedence over County requirements.

#### 7-2. Prevailing Wages

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

In accordance with the provisions of Section 1770 of the California Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage rates have been established as indicated in the Notice to Bidders and are incorporated herein by reference.

**The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:**

- (1) No contractor or subcontractor may be 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 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**

- (2) **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.**
- (3) **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

#### 7-2.1 Payroll Records

Reference is made to Section 7-1.02K(3), "Certified Payroll Records (Labor Code § 1776)," of the Standard Specifications. In particular, the Contractor's attention is directed 'to the last paragraph, which is amended to read:

"If by the 7<sup>th</sup> working day after the 25<sup>th</sup> of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 25<sup>th</sup> of that month, the Department may withhold an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of Mobilization) from that month's estimate, except that this withholding shall not exceed \$10,000 nor be less than \$1,000. Withholdings for failure to submit satisfactory payrolls shall be additional to all other withholdings or retentions provided for in the contract. The withholding for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments following the date that all the satisfactory payrolls for which the withholding was made are submitted."

**The Contractor is advised that Contractor shall submit either Contractor's Daily Dispatch Report at the start of each working day OR a Daily Personnel and Equipment Log (included as Appendix D of these Special Provisions) to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until submittal is made.**

**The Contractor is further advised that, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, all contractors and subcontractors working on a contract for public work on a public works project must furnish electronic certified**

**payroll records to the Labor Commissioner.****7-2.2. Contractor Employee Jury Service**

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. A copy of the Ordinance and a Compliance Form is attached to the Proposal Section of these Specifications.

Award of a Contract to a low bidder will not be made until such bidder has certified compliance with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code.

**7-3. Highway Construction Equipment**

Attention is directed to Section 7-1.020, "Vehicle Code," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the County has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

**7-4. Public Safety**

Public Safety shall conform to the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and to these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

7-5. Trench Safety

Trench Safety shall conform to the provisions in Section 7-1.02K(6)(b), “Excavation Safety,” of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

**END OF SECTION**

**SECTION 8.**  
**PROGRESS OF WORK AND TIME OF COMPLETION**

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications, except as herein provided.

8-1. Time of Completion

The Contractor shall begin work within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Department of Public Works, and shall diligently prosecute the same to completion before the expiration of

**SIXTY (60) WORKING DAYS**

from the date of said beginning, as described above.

**At the Engineer's discretion, the Engineer may suspend the Contract Working Days to account for the generator lead time and delivery – See Section 5-2 for Order of Work additional details.**

**The Contractor is advised that punch list items are required to be completed before the expiration of the working days stated above.**

**The Contractor may request, in writing, for an extension of working days, which request shall state the reason for said request and the number of additional working days. The Engineer will consider said request and respond, in writing, stating either the number of additional working days approved or the reason for denying the request.**

8-2. Liquidated Damages

Attention is directed to Sections 8-1.04, "Start of Job Site Activities," 8-1.05, "Time," and 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Five Hundred Dollars (\$500.00) per calendar day for every calendar day delay over and above the number of working days prescribed above for finishing the work. The Contractor shall return to the project site within 10 days after notice of generator delivery to the site to continue and complete the project work. Failure to return to work site within 10 days shall result in liquidated damages as stated above.

8-3. Progress Schedule

The Contractor is advised that an initial/baseline project schedule and

subsequent schedule updates may be required for the work included under this Contract. If required, such schedules shall be in accordance with these Special Provisions.

The provisions of Section 8-1.02, "Schedule," of the Standard Specifications are superseded by the following:

"The Contractor shall submit a baseline project schedule to the Engineer within **five (5) working days** after receipt of the Notice to Proceed from the Department of Public Works. This baseline schedule and any subsequent schedule updates shall show:

- (1) Completion of all work within the specified contract time;
- (2) The proposed order of work; and
- (3) Projected starting and completion times for major phases of the work, for the total project, including dates for ordering materials and for substantial completion of the project. Reference is made to Section 8-1, "Time of Completion," of these Special Provisions."

**The Contractor is advised that:**

- (1) **Contractor shall notify the Engineer a minimum of twenty-four (24) hours, prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**
- (2) **When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a "Stop Notice," and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**
- (3) **Normal Working hours shall not be earlier than 8:00 a.m. or later than 5:00 p.m. unless otherwise approved by the Engineer.**

The schedule shall be developed by a critical path method. The baseline progress schedule shall have as many activities as necessary, and as approved by the Engineer, to be sufficient to assure adequate planning of the project, and to permit monitoring and evaluation of progress and the analysis of time impacts.

The Contractor shall provide sufficient material, equipment, and labor to meet the completion times in this schedule.

The baseline project schedule submitted shall meet in all respects the time and order of work requirement of the contract. If the Contractor fails to define any element of work, activity or logic, and the error is discovered by either party, it shall be corrected by the Contractor at the next scheduled monthly update or revision.

The Engineer shall have **five (5) working days** to review and accept, reject or return a submitted schedule for revision. The Contractor shall not commence project work until after receipt of written approval of the preliminary project schedule from the Engineer.

The Contractor shall submit a revised progress schedule within **five (5) working days** when requested by the Engineer, or when there is significant change in the Contractor's operations that will affect the work schedule.

During the period of the Contract, on or before the first calendar day of each month, the Contractor shall submit to the Engineer a complete, updated progress schedule. Said updated schedules shall provide a complete analysis of work previously completed and work yet to be performed, including a status update of each salient component that is delayed or not on schedule, the impact such delays will have on each of the remaining salient features of the work (with revised completion dates), and a revised completion date for all of the project work. Updated schedules shall incorporate all current schedule information, actual progress, approved adjustments of time and proposed changes in sequence and logic.

The Engineer may require the Contractor to also submit, on a weekly basis, a schedule of work for the following workweek. The Engineer will determine the dates for submittal of weekly schedules.

If the Contractor or the Engineer considers that an approved or anticipated change will impact the contract progress, a schedule analysis and revised schedule supporting the proposed adjustment of time shall be submitted to the Engineer for review and approval.

If the Engineer deems that the baseline progress schedule, any necessary progress schedules and/or required supplemental schedules do not provide the

information required in the section and/or is unacceptable in size, appearance, neatness and legibility, progress payments will be withheld by the Engineer until a schedule containing the required information and/or with improved appearance has been submitted by the Contractor and approved in writing by the Engineer.

The Engineer's written approval of any schedule shall not transfer any of the Contractor's responsibilities to the Engineer. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract. Full compensation for conforming to all provisions of this Section, "Progress Schedule," shall be considered as included in the unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

**END OF SECTION**

**SECTION 9.**  
**MEASUREMENT AND PAYMENT**

9-1. Force Account Work

Attention is directed to the provisions of Section 9-1.04, "Force Account," of the Standard Specifications and these Special Provisions.

The first sentence of bullet item 2 under Section 9-1.04B, "Labor," of the Standard Specifications is amended to read:

"Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* and *General Prevailing Wage Rates* current during the work paid at force account for:"

With respect to extra work, the Bidder's attention is directed to the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. No extra work or change shall be made, unless pursuant to a written contract change order from the Engineer. No claim for an addition to the Contract sum shall be valid unless so ordered.

9-2. Payments to Contractor

Payments shall be made according to the provisions of Section 9, "Payment," of the Standard Specifications and these Special Provisions. Attention is directed to Section 9-1.16, "Progress Payments," regarding progress or partial payments, and to Section 9-1.17, "Payment After Contract Acceptance," regarding final estimates and payments.

Section 9-1.16E(2), "Progress Withholds," of the Standard Specifications is superseded by the following:

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

The Contractor may, upon request and at the Contractor's own expense, substitute security for any money withheld to ensure performance of the Contract in accordance with Government Code Section 4590.

The filing of a Notice of Completion for the work herein provided shall not

constitute an acceptance by the County of latent defects in said work.

9-3. Payments Withheld from Contractor

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

- (1) Repair or replacement of street pavement or base, and/or culverts or other structures, on or near the work, damaged by reason of the Contractor's operations due to hauling materials or moving heavy equipment.
- (2) Defective work not corrected.
- (3) Claims filed or reasonable evidence indicating probable filing of claims.
- (4) Failure of the Contractor to make payments properly to the subcontractors for material or labor.
- (5) Reasonable doubt that the Contract can be completed for the balance then unpaid.
- (6) Damage to another Contractor.
- (7) Failure of the Contractor to provide water pollution control.
- (8) Failure of the Contractor to submit satisfactory as-built drawings.
- (9) Payment of the amounts withheld shall be made upon the determination by the County that the withholding of such amounts is no longer necessary.

9-4. Stop Notices

Section 9-1.16E(4), "Stop Notice Withholds," of the Standard Specifications is superseded by the following:

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9000 et seq. of the Civil Code."

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost

of litigation. The Bidder is further notified that all provisions of Sections 9204 and 21014 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

**END OF SECTION**

## SECTION 11. MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications and to these Special Provisions.

### 11-1. Property Owner Primary Notification

The Contractor shall furnish all affected property owners and/or residents written notification that describes the proposed work. The notices shall include relevant dates and describe anticipated impacts to property owners during the work, including, but not limited to, a description of landscaping and improvements that may be affected and/or removed and a statement that the owners/residents have a right to salvage all such existing landscaping, improvements and/or materials that the Contractor may remove to facilitate construction within the right of way. The content, format and method of delivery of such notices shall be approved by the Engineer prior to distribution. The Contractor is advised that these notices shall not be placed in mailboxes, as it is a violation of Federal postal regulations.

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

1. Front on or are contiguous to the Project limits.
2. Have ingress/egress route only from within the Project limits.
3. Have executed a Right-of-Entry Agreement with the Real Property Division, County of San Mateo.

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

**For additional property owner notification requirements, the Contractor's attention is directed to Section 12, "Maintaining Traffic," of these Special Provisions.**

Full compensation for all work involved for this item, "Mobilization," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 12.**

### **MAINTAINING TRAFFIC**

Attention is directed to Section 12-1, "Temporary Traffic Control, General," of the Standard Specifications, Sections 5-10, "Public Convenience," and 7-4, "Public Safety," of these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. The first paragraph of Section 12-1.04, "Payment," of the Standard Specifications shall not apply. In connection with said sections, it is understood that all lights, signs, barricades, flaggers or other necessary devices shall be furnished and maintained by the Contractor at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to cross streets, driveways, houses and buildings along the line of work shall be maintained. Existing roadway surfaces within the project limits shall remain, except as required for subsurface work, until removal is necessary for construction of the roadway structural section. In this regard, general roadway excavation shall not commence until authorized by the Engineer.

The Contractor shall control and protect its work until the project is completed, including preventing public access to construction areas. The Contractor shall also accommodate public access where appropriate and will cooperate with the Engineer to determine appropriate access and restrictions. The Contractor shall also include pedestrian, including bicycle, traffic control around project work area. References to "traffic" will include pedestrians and small craft operations described above.

#### 12-1. Property Owner Secondary Notification

The Contractor shall furnish all affected property owners and/or residents secondary written notification that describes the proposed work, including relevant dates; the Contractor's attention is directed to Section 11, "Mobilization," of these Special Provisions for primary notification requirements. The content, format and method of delivery of such secondary notices shall be approved by the Engineer prior to distribution.

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

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

3. Have executed a Right-of-Entry Agreement with the Real Property Division, County of San Mateo.

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

**Hand-written signs will not be permitted.**

Proposals by the Contractor to close portions of roadways within the Project limits to through traffic during and/or outside of working hours shall be submitted, as a part of the Traffic Control Plan, to the Engineer for review. Acceptance of such proposals shall be entirely at the discretion of the Engineer. Should the Engineer reject the Contractor's road closure proposals, the Contractor shall be required to adhere to the provisions herein relating to passage of public traffic through the work and maintenance of traffic lanes through the work.

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than twelve feet (12') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than twelve feet (12') wide, that is flagger controlled. The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefore. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein.

When ordered by the Engineer, the Contractor shall furnish additional flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car. During all non-working days, one channelized and unobstructed traffic lane, not less than twelve feet (12') wide, shall be provided in each direction. Traffic may be stopped in both directions only as specifically authorized by the Engineer.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair or replace said component to its original condition and reinstall the component to its original location.

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

At locations where traffic is being routed through construction under one-way controls, the movement of the Contractor's equipment from one portion of work to another shall be governed in accordance with such one-way controls.

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

The Contract lump sum price paid for this item, "Maintaining Traffic," shall include full compensation for furnishing a complete Traffic Control Plan, for providing all labor (including flagging costs and pilot car), materials (including all stationary and portable signs, lights, traffic cones, and lane delineators), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the Plans, the approved Traffic Control Plan, and the Standard Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefore.

**END OF SECTION**

**SECTION 13.****WATER POLLUTION CONTROL**

**The provisions of Section 13, “Water Pollution,” of the Standard Specifications are superseded by these Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP).** Information regarding this program is available at [www.flowstobay.org](http://www.flowstobay.org).

The Contractor is advised that failure to fully comply with the provisions of this Section, and all requirements listed in the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit Order No. R2-2015-0049 (MRP), and where applicable, the State Water Resources Control Board NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2010-0014-DWQ (Construction General Permit), and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

**The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor with copies of the completed monitoring reports. Should any work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. If deficiencies noted during a monitoring visit are not corrected before the follow up monitoring visit, the costs associated with additional follow up visits to correct the noted deficiencies shall be deducted from the final payment for all of the Contract work.**

Attention is directed to Section 21, “Erosion and Sediment Control,” of these Special Provisions and the plans for erosion control requirements.

Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and wetlands, San Francisco Bay and the Pacific Ocean. The Contractor shall be responsible for any environmental damage caused by his operations and those of his

subcontractors or employees.

Water pollution shall be defined as including the introduction of any material, including sediment, trash, or other debris, equipment or vehicles into any watercourse, including creeks, ponds, ditches, storm drain facilities, and any surfaces immediately tributary to those areas, except as specifically authorized by any resource agency permits. Water pollution controls are materials and measures that prevent the introduction of any material to any watercourse. Water pollution control materials and measures may consist of temporary silt fencing; straw mulch/straw logs; spill cleanup materials; pavement sweepers; sand bags or continuous berms; etc.

**Water pollution controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. For construction activities occurring between June 15 and September 15, sufficient quantities of applicable water pollution control materials shall be available at the work site prior to commencing any work. For construction activities occurring between September 15 and June 15, all applicable water pollution control measures shall be installed, and all applicable water pollution control materials shall be available at the work site, prior to commencing any work.**

#### 13-1. Water Pollution Control Program

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a written program including a Water Pollution Control Plan (WPCP) and applicable plan drawings and details to control water pollution effectively during construction of the project. The program shall show the schedule for any erosion control work included in the contract and for all water pollution control measures that the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon water resources. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been approved by the Engineer.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed

on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been approved. Attention is directed to “Contractor Response” of this Section for additional provisions relating to correction of the Contractor’s water pollution control program, and payment.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program within 5 working days.

The County will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor’s failure to submit an acceptable water pollution control program or failure to adhere to the provisions of an accepted water pollution control program.

A. Contractor Response

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential water pollution, soil erosion or sedimentation and/or to repair damaged water pollution controls. Failure to respond within four (4) hours of notification by the Department of Public Works shall constitute substantial non-compliance with these Special Provisions.

Should the County Road Maintenance Division be required to provide any after-hours, weekend or holiday repairs to the Contractor’s water pollution controls due to the Contractor’s failure to respond, all costs associated with providing that response, including overtime wages, equipment and material costs, shall be deducted from the Contractor’s final payment. The Contractor shall also be fully responsible for any fines, penalties or mitigations imposed by any regulatory agency caused by his failure to respond, regardless if the County Road Maintenance Division attempts any repairs or pollution prevention work in his absence.

B. Excavation and Grading

The Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until water pollution control materials have been delivered to the work site. The Contractor shall certify, in writing, that the quantity of water pollution control materials at the site is

sufficient to protect against water pollution caused by the work, and shall specify the type of material and intended use in said written certification. Excavation and grading activities shall be scheduled for dry weather periods. Excavation and grading activities shall not be allowed to commence or continue during periods of rainfall or runoff.

The Contractor may elect to perform excavation or grading activities immediately prior to periods of forecasted rain if he certifies in writing to the Engineer that the site will be completely secured against erosion and/or water pollution at the conclusion of the workday and prior to any rainfall. The work site shall be considered as completely secured against erosion and/or water pollution during or prior to forecast periods of rain if the turbidity of runoff from the site does not exceed the turbidity of runoff from adjacent, undisturbed sites by more than 50 NTUs (Nephelometric Turbidity Units). Should the turbidity of runoff from the work site exceed this limit, the Contractor shall be required to immediately place additional erosion and/or water pollution controls at his expense as directed by the Engineer, and shall be subject to any administrative fines or penalties associated with water quality or permit violations, and no additional compensation will be allowed therefore.

C. General Housekeeping

The Contractor shall control the amount of runoff entering upon disturbed construction and staging areas, particularly during excavation, to reduce the amount of water pollution controls required. Temporary diversion berms and/or sandbags may be employed to divert runoff from entering upon construction and staging areas as approved by the Engineer.

Paved surfaces shall be broom-swept as necessary to prevent water pollution. Water spray system of the sweeper units shall be used as appropriate to reduce dust generation. If pavement flushing is necessary, silt ponds or other techniques to trap sediment and other pollutants shall be required.

Dumpsters shall be covered, maintained, and checked frequently for leaks. It is recommended that dumpsters be lined with plastic to prevent

leakage of liquids. At no time will the Contractor be permitted to wash dumpsters at the site.

The Contractor shall place trashcans and recycling receptacles around the site for use by his forces. Trashcans and recycling receptacles shall be kept covered and shall be emptied at appropriate intervals to reduce litter at the site.

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," and Section 10, "Construction Waste Management," of these Special Provisions.

The Contractor shall maintain portable toilets in good working order and wastes shall be disposed of properly. The Contractor shall check toilets frequently for leaks, and repair or replace any toilets found to be leaking. Portable toilets shall be protected against tipping by ground anchors, bollards, or any other suitable means as approved by the Engineer.

D. Stockpiles

All soil and/or rock stockpiles shall be protected against wind, rainfall and runoff at all times. Plastic sheeting may be used to cover soils, including aggregate base, and shall be securely anchored by sandbags or other suitable means. At no time will any stockpiled materials be allowed to erode into any watercourse or onto any roadway or other tributary surface.

E. Vehicle Maintenance

The Contractor shall designate a completely contained area of the construction site, well away from watercourses and tributary areas, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. The Contractor shall require the use of drip pans or drop cloths to catch drips and spills if any vehicle or equipment fluids (e.g. motor oil, radiator coolant, etc.) must be drained on site. Diesel oil shall not be used to lubricate or clean equipment or parts. All spent fluids shall be stored in separate containers, and recycled whenever possible, or disposed of as hazardous waste.

Spills or leaks shall be immediately contained and cleaned up by the Contractor, all at his expense, and shall be reported to the Engineer immediately after containment.

All vehicles and equipment shall be maintained in good repair. The Contractor shall inspect frequently for and immediately repair any leaks. The Contractor shall perform major maintenance, repair jobs, and vehicle and equipment washing off site.

F. Spill Prevention and Response

Fluid spills shall not be hosed down. The Contractor shall use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If water must be used, the Contractor will be required to collect the water and spilled fluids and dispose of it as hazardous waste. Spilled fluids shall not be allowed to soak into the ground or enter into any watercourse.

Spilled dry materials shall be swept up immediately. The Contractor shall not wash down or bury any dry spills. Spills on dirt areas shall be removed by digging up and properly disposing of contaminated soil. The Contractor shall report significant spills to the Engineer immediately.

G. Tire Washing

Should the Contractor's equipment be tracking soil onto a public road, the Engineer shall require a tire-washing swale at the exit from the construction site and/or staging areas. The Engineer shall also require that soil be removed from the traveled way by whatever means necessary to prevent water pollution.

H. Roadwork and Paving

The Contractor shall avoid creating excess dust when breaking and/or removing asphalt or concrete. Broken asphalt and/or concrete pieces shall be completely removed from the site as soon as possible, or shall be stored in a separate, secure stockpile protected against from wind, rainfall and runoff. Material derived from roadway work shall not be allowed to enter any watercourse, or tributary area.

Slurry resulting from sawcutting operations shall be shoveled or vacuumed and completely removed from the site. The Contractor shall not

be permitted to sweep or flush any sawcutting debris or slurry into any watercourse, or tributary area.

I. Concrete and Mortar

Except as approved by the Engineer for temporary concrete washouts for concrete mixers or trucks, the Contractor shall ensure that concrete and mortar are contained within the lines and grades shown on the Plans and not allowed to leave the construction site. Any excess concrete, mortar and/or mix water placed or spilled beyond the limits of concrete construction as shown on the Plans shall be immediately collected, removed and disposed of properly.

Location of temporary concrete washouts for concrete mixers or trucks shall be as approved, in writing, by the Engineer. Should the Contractor allow washing out of concrete mixers or trucks prior to receiving said written approval, Contractor may be required to clean up the unapproved washout area to the satisfaction of the Engineer and/or relocate temporary concrete washouts, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Dry sacks of cement shall be protected against wind, rainfall and runoff. Opened sacks of cement shall be secured and protected from spilling.

J. Training

Contractor shall ensure that all persons responsible for preparing, amending and implementing WPCP be appropriately trained in accordance with the requirements of the Construction General Permit and these Special Provisions. The Contractor shall provide documentation of all training for persons responsible for implementing these requirements upon request by the Engineer.

When required, the County will provide introductory training to the Contractor, his employees and subcontractors at the job site before work commences for any project with resource agency permits. The training will provide background information on sensitive species, permit requirements and site-specific water quality issues. When not required, the County is available to provide such training at the Contractor's request.

Full compensation for all work involved for this item, "Water Pollution Control," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## SECTION 14. CONSTRUCTION WASTE MANAGEMENT

The County has established that this Project shall minimize the creation of construction and demolition waste on the job site. Factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination, shall be minimized. For any waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

Full compensation for this item, "Construction Waste Management," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**No partial payment will be made for this Contract item of work until all work required, as specified herein, is completed to the satisfaction of the County, and all necessary documentation provided.**

### 14-1. Diversion Goals

One hundred percent (100%) of inert wastes, and at least fifty percent (50%) of the remaining construction and demolition debris shall be diverted from landfills.

Inert wastes, such as concrete, brick, rock, asphalt, and soil not intended for on-site use, shall be taken to a facility that will reuse or recycle them.

Other mixed construction & demolition (C&D) wastes shall be taken to a facility with a C&D sorting program, as listed in the Construction and Demolition Debris Recycling Guide referenced below, if additional recycling is needed in order to meet the requirements set forth in this Section. If debris box service is used, the debris boxes must be taken to a C&D sorting facility if materials are not separated on-site for recycling.

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

#### 14-2. References and Resources

A Construction and Demolition Guide (C&D Guide) is available online at <https://www.smcsustainability.org/waste-reduction/construction-demolition/>. For more information or resources, contact the County of San Mateo's Office of Sustainability by phone at (888) 442-2666 or by email at [sustainability@smcgov.org](mailto:sustainability@smcgov.org). The Contractor's attention is directed to **Appendix A** for the County of San Mateo Waste Management Plan Form and the Waste Management Daily Transport Report.

#### 14-3. Waste Management Plan and Daily Transport Report

The Contractor is required to complete a Waste Management Daily Transport Report, listing details of the material transported on that particular day, which is to be signed by both the Contractor's representative and the County inspector on the job site.

**The Waste Management Plan shall be submitted to the Engineer, Department of Public Works, 555 County Center – 5<sup>th</sup> Floor, for approval within SEVEN (7) WORKING DAYS after the pre-construction conference.**

The Waste Management Plan shall include a description of how the contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken, a description of what will be taken to each facility (inert wastes, metals, wood, glass, plastics, mixed waste, etc.), a description of the means of transportation of recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and designated center, or whether mixed materials will be collected by a waste hauler and removed from the site), and an estimated amount (weight, yardage, etc.).

Approval will be granted if the plan shows:

- (1) One hundred percent (100%) of inert wastes being reused or recycled AND at least fifty percent (50%) of C&D wastes being reused or recycled; OR
- (2) All waste that is not separated on-site for recycling is sent to a mixed C&D sorting facility for recycling.

#### 14-4. Waste Management Plan Implementation

A. Plan Distribution:

The contractor shall provide copies of the approved Waste Management Plan to the project superintendent and each subcontractor.

B. Instruction:

The contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than twenty (20) working days. Meetings shall include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.

D. Separation Facilities:

The contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins set within the County Right of Way shall be subject to approval by the County. All bins used shall be protected during non-working hours from offsite contamination.

B. Materials Handling Procedures:

Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

C. Hazardous Wastes:

Hazardous wastes shall be separated, stored, and disposed of according to State and local regulations. Unless specified in other section, the County is not aware of any hazardous wastes within the project site. Notify the Engineer if hazardous waste is encountered.

G. Reporting:

As a condition of final approval and retention release, submit documentation to the Engineer. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments and shall include, at a minimum, a summary of waste materials recycled, salvaged and disposed of for the Project. Submitted with this summary will be documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. The documentation shall coincide with the Waste Management Daily Transport Reports (in Appendix A) that were signed by both the Contractor and the County inspector. A Notice of Completion will not be filed for the project and retention released until all reports as required for the project are submitted and approved.

The above-mentioned summary and documentation shall contain the following information:

- (3) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).
- (4) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (5) Documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that that said person knows to contain any

false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

**END OF SECTION**

**SECTION 15.**  
**POTHOLING AND UTILITY LOCATING**

Potholing, exploratory excavation, shall be undertaken at locations shown on the Plans, or as directed by the Engineer, where proposed work is suspected of conflicting with existing utilities, and to confirm size and material of existing utilities.

The Contractor shall verify with the Engineer the proposed pothole locations and provide pothole information (location, depth, pipe type, pipe diameter, etc) to the Engineer.

Potholing shall be accomplished by excavating a minimum two-foot (2') and maximum four-foot (4') square hole to a maximum depth of up to six (6) feet, and care to not disturb adjacent pavement must be taken. Backfill shall be compacted in eight-inch (8") lifts to ninety-five percent (95%) relative density, unless otherwise directed by the Engineer. If necessary, surface material shall be replaced in kind so that no discontinuity in smooth surface results.

The Contract unit price paid per each for this item, "Potholing and Utility Locating," shall include full compensation for providing all labor, tools, materials and incidentals, and for doing all work required to pothole, protect existing utilities, replace surface material in kind, if necessary, and compacting backfill material, and no additional compensation will be allowed therefore.

**The Contractor is advised that the approximately six (6) potholes is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.**

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of this item, "Potholing and Utility Locating," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate or reduce in quantities of this item, "Potholing and Utility Locating," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of

work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should be proceed in advance of receiving written authorization from the County.

Full compensation for all work involved for this item, "Potholing and Utility Locating," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## SECTION 17. CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions of Sections 5-1.36, "Property and Facility Preservation," and 17-2, "Clearing and Grubbing," of the Standard Specifications, these Special Provisions, the Plans and the directions of the Engineer.

**The Contractor attention is directed to Sub-section 14-2, "References and Resources," of Section 14, "Construction Waste Management," of these Special Provisions.**

Areas within the limits of work, as shown on the Plans, or as directed by the Engineer, shall be cleared as necessary for the construction of improvements and related work. The areas to be cleared and grubbed will not necessarily extend to all right-of-way lines. The exact limits for clearing and grubbing shall be approved by the Engineer in advance of commencing any work.

Construction work limits, as shown on the Plans, shall be cleared only as necessary for the construction of improvements and related work, or as directed by the Engineer.

The Contractor shall take care not to damage existing facilities that are to remain. Any damage to such facilities caused by the Contractor's operations during clearing and grubbing operations, as determined by the Engineer, shall be repaired to the satisfaction of the Engineer, all at the Contractor's expense, and no additional compensation will be allowed therefore.

All existing vegetation, fencing, driveways, and walks outside the areas to be cleared and grubbed, shall be protected from injury and damage resulting from the Contractor's operations.

Removal of any concrete improvements (sidewalks, curbs), driveway, roadside signs, fences, drainage pipes, trees, shrubs, hedges, any landscaping, and any other improvements shall be as shown on the Plans and as directed by the Engineer.

**The Contractor shall not remove any concrete improvements (sidewalks, curbs), driveway, roadside signs, fences, drainage pipes, trees, shrubs, hedges, any landscaping and any other improvements prior to receiving written approval from Engineer. Additionally, reference is made to Section 80, "Fences," of the Standard Specifications.**

Existing improvements removed shall become the property of the Contractor and shall be hauled away by the Contractor, unless arranged with the Parks staff to deposit the existing improvements on their property at a location designated by the property owner.

All materials removed shall become the property of the Contractor and shall be disposed of in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway, as provided in Section 4-1.13, "Clean Up," of the Standard Specifications.

Full compensation for all work involved for this item, "Clearing and Grubbing," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

#### 17-1. Remove Trees

Designated tree(s) shall be removed in accordance with Section 17, "Clearing and Grubbing," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

No trees shall be removed without the prior written approval of the Engineer. Voids left by removed tree and roots shall be backfilled immediately upon completion of tree removal, in conformance with Section 19, "Earthwork," of the Standard Specifications, and the directions of the Engineer.

Prior to excavation and removal of tree root systems, the Contractor shall verify the locations of existing utilities or other obstacles within the vicinity of the tree.

The Contractor is advised that active utility lines are located in the area. The locations of existing water and gas facilities, as based on data provided by the utility companies, are shown the Plan Sheets at their approximate locations, and no assurance is given as to the actual horizontal and vertical locations of these or other unknown facilities that may exist within the line of work. **The Contractor shall contact USA North811 (USA) a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at [usanorth811.org](http://usanorth811.org) or by phone by dialing (800) 227-2600 or 811.**

The Contractor is advised that all trees designated for removal which are less than ten inches (10") in trunk diameter, as well as stumps of any diameter, shall be considered as included under the Contract price paid per each for "Tree Removal," and no additional compensation will be allowed therefore. No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of tree removal required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate or reduce in quantities of this item, "Remove Trees", from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should be proceed in advance of receiving written authorization from the County.

**END OF SECTION**

## SECTION 21.

### EROSION AND SEDIMENT CONTROL

**The provisions of Section 21, "Erosion Control," of the Standard Specifications are superseded by these Special Provisions.**

The Contractor is advised that failure to fully comply with the provisions of this Section and Section 13, "Water Pollution Control," of these Special Provisions, and all requirements listed in the National Pollutant Discharge Elimination System (NPDES) General Permit, San Francisco Bay Region Municipal Regional Stormwater NPDES Permit, and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor with copies of the monitoring reports. Should the work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. The costs associated with any compliance monitoring required beyond a single follow up site monitoring visit shall be deducted from the final payment for all of the Contract work.

#### 21-1. Temporary Silt Fence

No excavation or backfill work shall commence until temporary silt fence has been placed as shown on the plans and as directed by the Engineer.

Temporary silt fence shall be installed on contour a minimum of two (2) feet to the downslope side of any excavation or backfill. Temporary silt fence shall be installed as shown on the Plans, with the supporting posts on the downslope side of the fence structure. Silt fence lines shall be unbroken, with silt fencing pieces wound together to form a contiguous structure as shown on the Plans. Attention is directed to Section 21-2, "Temporary Erosion Controls," of these Special Provisions for additional requirements.

The Engineer may deem it necessary and require parallel silt fencing to contain the full limits of excavation and backfill. Parallel silt fence shall be placed on contour and shall overlap the horizontal projection of the primary silt fence by not less than eight (8) linear feet.

No silt fencing shall be placed in or across any flowing stream.

A. Inspection and Maintenance

Silt fencing shall be inspected and any necessary repairs made by the Contractor at his expense daily prior to any excavation or backfill. The Contractor shall remove any soil, rock and/or debris contained by the silt fence once they have reached a depth of half ( $\frac{1}{2}$ ) the above-ground height of the silt fence.

Any soil, rock and/or debris that are stockpiled shall be protected against wind, rainfall and runoff at all times. Plastic sheeting may be used to cover soils (including aggregate base) and shall be securely anchored by sandbags or other suitable means. At no time will any stockpiled materials be allowed to erode into any watercourse or onto any roadway or other tributary surface.

B. Removal and Disposal

Temporary silt fence and any soil, rock or debris shall be completely removed by the Contractor at the conclusion of the work. Temporary silt fence and any soils, rock or debris shall be disposed of outside the highway right of way in accordance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions, by the Contractor at his expense. Soil, rock or debris shall not be scattered or "flaked" on any slope. The Contractor shall specify in writing the method of removal and disposal for the Engineer's approval not less than two (2) working days prior to removing silt fence.

C. Payment

Full compensation for all work involved for this item, "Temporary Silt Fence," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

21-2. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 13, "Water Pollution Control," this Section, and the directions of the Engineer throughout the work.

Temporary erosion controls may consist of straw logs, straw mulch, silt fencing, temporary berms, or any combination of these or other means acceptable to the Engineer to prevent polluted runoff and/or wind erosion. The use of any type of hay or any straw containing oat or weed seed is expressly

forbidden. The Contractor is encouraged to review the Best Management Practices (BMPs) included in the County of San Mateo Maintenance Standards for installation and maintenance recommendations.

Temporary erosion controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. The Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until sufficient quantities and types of temporary erosion control materials have been delivered to the work site as determined by the Engineer.

Additional temporary erosion controls, if necessary and as directed by the Engineer, shall be installed at the conclusion of the workweek to the satisfaction of the Engineer. The Engineer may also require the installation of temporary erosion controls at the conclusion of any workday when rain and/or wind is occurring or forecast.

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential erosion or sedimentation and/or to repair damaged silt fencing and other erosion controls. Provisions for the Contractor's Required Response are included in Section 13, "Water Pollution Control," of these Special Provisions.

A. Staging Areas

The Contractor shall contain runoff that may potentially leave any staging area to within the staging area by any suitable means approved by the Engineer.

Staging area BMPs shall be maintained throughout the duration of the work. Staging area BMPs shall be completely removed and disposed of outside the highway right of way in accordance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right-of-Way" of these Special Provisions, by the Contractor at his expense at the conclusion of the work. Attention is directed to Section 13, "Water Pollution Control," of these Special Provisions for provisions relating to tracking of mud from staging areas.

B. Staging Area Finish

The Contractor shall finish all staging areas as specified herein and as directed by the Engineer.

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the

conclusion of construction operations. Staging area surfaces shall be smoothed and contoured to drain in the same manner as prior to their use. The smoothed and contoured surface shall be covered with not less than six (6) inches and not more than twelve (12) inches of three-inch (3") un-compacted drain rock unless other material is approved in advance in writing by the Engineer. Any adjacent areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

Loose soil and/or rock resulting from any grading work required to restore the pre-construction condition shall not be scattered or "flaked" on any slope.

#### C. Mulch

The Contractor shall mulch all finished soil surfaces at the conclusion of the work and as part of any winterization as shown on the Plans, as specified herein and as directed by the Engineer.

Mulch shall consist of a uniform application of rice straw to a depth of not less than two (2) inches. Straw bales and flakes shall be broken apart and loosely spread prior to crimping. Mulch shall be manually crimped into the soil surface using rakes, pitchforks or other appropriate means. Mulch shall not be track-walked using heavy equipment.

The Contractor may propose in writing an alternate type of straw mulch. Any type of proposed straw shall be certified by the manufacturer as weed-free and seed-free. The Contractor may also propose to use locally collected redwood duff (fallen dried redwood leaves, seeds and seed pods, small twigs, etc.) in addition to or instead of rice straw. Written proposals for alternate straw or redwood duff shall include identification of the source of the material, including written permission from the property owner to collect redwood duff, if applicable. Proposals to use alternate types of straw or redwood duff will be submitted to the Engineer for his approval not less than three (3) working days in advance of placing mulch. The Engineer reserves the right to reject alternate proposals and require the use of rice straw mulch.

The Contractor shall avoid mulching over newly-planted trees/plants. Mulch shall not be applied below the ordinary high water line of any water body.

#### D. Winterization

Should the Contractor fail to complete the work within the specified

number of working days with any time extensions allowed by the Engineer and the permitting agencies, the Contractor shall be required to winterize the sites and any staging areas at his expense as specified herein and as directed by the Engineer.

Winterization shall include, at a minimum, removal or securing, at the Engineer's option, of any stockpiled materials; removing equipment from the vicinity; restoring staging areas for winter use by the County's Road Maintenance Division as specified under "Staging Area Finish" above; covering any vertical excavation faces with plastic sheeting secured with sandbags and not extending below the ordinary high water line; mulching all other excavations with rice straw as specified under "Mulch" above; and ensuring positive drainage through the work sites.

E. Payment

Full compensation for all work involved for this item, "Erosion and Sediment Control," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 30. GAS UTILITIES**

Gas Utilities shall conform to the provisions of Section 30, "Gas Utilities," of these Special Provisions, the Plans and the directions of the Engineer.

### **30-1. Gas Line Installation**

The Contractor shall comply with NFPA 54 for installation and purging of natural-gas piping.

The Contractor shall install underground, natural-gas piping buried at least 36 inches below finished grade. If natural-gas piping is installed less than 36 inches below finished grade, install it in containment conduit.

For steel piping with protective coating, the Contractor shall apply joint cover kits to pipe after joining to cover, seal and protect joints. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.

For connections, the Contractor shall install natural-gas piping electrically continuous and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70. Install piping adjacent to appliances to allow service and maintenance of appliances. Connect piping to appliances using manual gas shutoff valves and unions. Install valve within 72 inches of each gas-fired appliance and equipment. Install union between valve and appliances or equipment.

For sediment traps, the Contractor shall install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

The Contractor shall install detectable warning tape directly above gas piping, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

The Contractor shall test, inspect, and purge natural gas according to NFPA 54 and authorities having jurisdiction.

### **30-2. Gas Lines and Appurtenances**

The Contractor shall install all gas lines as follows:

**30-2.1 Steel pipe: ASTM A 53/A 53M, black steel, schedule 40, type E or S, grade B.**

- A. Malleable iron threaded fittings: ASME B16.3, class 150, standard pattern.
- B. Wrought -steel welding fittings: ASTM A 234/A 234M for butt welding and

socket welding.

- C. Unions: ASME B16.39, class 150; malleable iron with brass-to-iron seat, Ground joint, and threaded ends.
- D. Protective coating for underground piping: factory-applied, three-layer coating of epoxy, adhesive, and PE. Joint cover kits: epoxy paint, adhesive, and heat-shrink PE sleeves.

### 30-2.2 Manual gas shutoff valves

- A. General requirements for metallic valves, NPS 2 and smaller. The Contractor shall comply with ASME B16.33.
  - (1) CWP rating: 125 psig
  - (2) Threaded ends: comply with ASME B1.20.1.
  - (3) Dryseal threads on flare ends: comply with ASME B1.20.3.
  - (4) Listing: listed and labeled by an NRTL acceptable to authorities having jurisdiction for valves 1 inch and smaller
  - (5) Service mark: valves 1-1/4 inches to NPS 2 shall have initials "wog" permanently marked on valve body
- B. Valve boxes:
  - (1) Cast-iron, two-section box.
  - (2) Top section with cover with "gas" lettering.
  - (3) Bottom section with base to fit over valve and barrel a minimum of 5 inches in diameter
  - (4) Adjustable cast-iron extensions of length required for depth of bury.
  - (5) Include tee-handle, steel operating wrench with socket end fitting valve nut or flat head, and with stem of length required to operate valve.

### 30-2.3 Pressure regulators:

- A. General requirements:
  - (1) Single stage and suitable for natural gas.
  - (2) Steel jacket and corrosion-resistant components.
  - (3) Elevation compensator.
  - (4) End connections: threaded for regulators NPS 2 and smaller.
- B. Line pressure regulators: comply with ANSI Z21.80
- C. Appliance pressure regulators: comply with ANSI Z21.18

## Payment

Full compensation for all work involved for this item, "1" Steel Gas Line," and "1.5" Steel Gas Line," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

**SECTION 40.**  
**PROPANE TANK AND PAD**

Propane tank and pad shall conform to the provisions of Section 40, "Propane Tank and Pad," of these Special Provisions, the Plans, and the directions of the Engineer.

**40-1. Propane Tanks**

The Contractor shall install one 250 gallon tank and one 500 gallon tank from KAMPS Propane Tanks or an approved equivalent per manufacturer's recommendations. Propane tanks shall be of the welded carbon steel type, cylindrical in shape with semi-elliptical heads. The pressure safety valve and pressure regulating valves shall be brass.

Propane tanks and propane tank equipment shall meet the requirements of ASME section VIII pressure vessel code. The tank shall bear an ASME inspector's u-stamp complete with design working pressure and date and place of manufacturer. The tank shall have all connections required for the storage tank and mounting legs or skirt suitable for anchor bolting. The tanks shall have lifting eyes for lifting and installation. The following valves shall be provided with the propane tank at a minimum:

- A pressure regulating valve that can be set between 10 and 15 psig.
- A pressure safety valve in accordance with ASME VIII requirements.
- Isolation valve on outlet.
- A gauge for liquid level identification and pressure gauges upstream and downstream of the pressure regulating valve shall also be added.

**40-2. Propane Tank Pads**

Propane Tank Pads shall conform to the provisions in Section 51, "Concrete Structures," and Section 52, "Reinforcement," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

**40-3. Measurement and Payment**

Full compensation for all work involved for this item, "250 Gallon Propane Tank and Pad," and "500 Gallon Propane Tank and Pad," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

**SECTION 51.**  
**CONCRETE STRUCTURES**

Concrete Structures shall conform to the provisions of Section 51, "Concrete Structures," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Portland cement concrete shall be placed at the locations as shown on the plan and as directed by the Engineer. Portland cement concrete shall be ASTM C150, type I or II and constructed of normal weight having a minimum 28-day compressive strength of 2,500 psi. Maximum concrete slump shall be 4 inches. The use of any admixture in the concrete shall be approved by the Engineer. Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions, except for measurement and payment.

All placed concrete shall be cured in accordance with the provision of ACI 308, "Standard Practice for Curing Concrete". All metal anchorage devices, and anchor bolts, etc. shall be secured in place and inspected by the Engineer prior to placing concrete.

The Contractor shall take care when working in and around facilities to remain. The cost of repairing, to the satisfaction of the Engineer, any damage to said facilities to remain and resulting from the Contractor's operations, as determined by the Engineer, shall be performed by the Contractor, all at his expense, and no additional compensation will be allowed therefore.

Measurement and Payment

The Contract unit price per each for this item, "Concrete Pads for Generators," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the concrete pads construction/installation/finishing process, and all other work associated with the bid item, not included as part of other bid items, and required for a complete in place and finished concrete pads as described in these specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

No adjustment to the Contract bid price will be made for any increase or decrease in quantities for this item, "Concrete Pads for Generators," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

**END OF SECTION**

**SECTION 52.**  
**REINFORCEMENT**

Reinforcement shall conform to the provisions of Section 52, "Reinforcement," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Reinforcement shall conform to the applicable portions of ACI 318, chapter 7, "Details of reinforcement," and be ASTM A615, Grade 40 for #4 and smaller bars; Grade 60 for #5 and larger bars. Staggered reinforcing bar contact splices shall lap 40 diameters and support horizontal steel at bottom on mortar blocks. Minimum clearance shall be 3 inches for surfaces poured against earth and 1.5 inches elsewhere unless noted otherwise.

**Measurement and Payment**

Full compensation for furnishing and placing reinforcement shall be considered as included in the Contract price for "Reinforcement" in Section 51 of the Special Provisions and no additional compensation shall be allowed, therefore.

**END OF SECTION**

**SECTION 60.**  
**GENERATOR INSTALLATION**

The work specified in this section includes unloading, handling, installation, and connection of Owner-furnished materials as indicated on the Plans and as specified herein.

Owner-furnished materials:

The Contractor shall install the following Owner-furnished materials:

- A. One (1) UL2200 Listed Kohler model KG60 LP powered generator set, rated for standby duty at 57 KW, 1.0 PF, 57 KVA, 240 volt, 1 phase, 3 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure.
- B. One (1) UL2200 Listed Kohler model 36CCL LP powered generator set, rated for standby duty at 36 KW, 1.0 PF, 36 KVA, 240 volt, 3 phase, 3 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure.
- C. One (1) Kohler Model KCS-AFTA-0260S Automatic Transfer Switch, rated at 260 amps, 240 volt, 3 phase, 4 wire, 3 pole, solid neutral, in NEMA 3 cabinet, 65KAIC.
- D. Two (2) Kohler Model KCS-AFNA-0260S Automatic Transfer Switch, rated at 260 amps, 240 volt, 1 phase, 3 wire, 2 pole, solid neutral, in NEMA 3 cabinet. 65KAIC.

The Contractor shall install Owner-furnished materials in accordance with the instructions and recommendations furnished with the equipment, approved shop drawings, instructions of the representatives of equipment manufacturers and installation manuals, and as indicated on the Plans. The Contractor shall coordinate with service representatives of the manufacturer (Kohler) of the Owner-furnished generator in every phase of installation, as needed. Both the Contractor and the Equipment Manufacturer have separate responsibilities, both of which must necessarily be interwoven as regards the installation, testing, and acceptance of the equipment. The Agreement between the Owner and the Equipment Manufacturer, plus approved Shop Drawings, are available from the Owner. All prospective Contractors shall review said Agreement and Shop Drawings.

Delivery, Storage, and Handling

- A. Equipment will be delivered to Memorial Park.

- B. Upon delivery, the Owner or Engineer will inspect and provide approval to the Contractor to proceed with installation. Such inspection will not be construed as final or as receipt of any product that, as a result of subsequent inspections and tests, are determined to be nonconforming.
- C. Damaged or incomplete products to be returned for replacement will not be unloaded, except as necessary to expedite return shipment.
- D. Upon Contractor's acceptance of Owner-furnished materials, it shall be understood that the Contractor assumes the responsibilities assigned to him in these Specifications in relation to the installation, testing and operation of the County's furnished materials.
- E. The Contractor shall assume responsibility for storage and handling of materials after the delivery has been accepted. The Contractor shall protect the equipment in accordance with the Equipment Manufacturer's recommendations against weather conditions, including construction of a temporary cover, and periodic lubrication, if required. From the time of receipt until the equipment is energized for operations, unless such equipment is being worked on, equipment shall be considered in storage.

#### Defective Equipment Notice

- A. The Contractor shall verify the conditions of Owner-furnished materials and shall submit to the Owner within 7 days after delivery date a statement listing all defective equipment items.
- B. If the Contractor makes no submittal within the time period specified, it shall be understood that the Owner-furnished materials are in satisfactory condition and that the Contractor's acceptance has occurred as of the date of delivery.
- C. If the Contractor makes a submittal listing defective equipment items within the time period specified, the Engineer will decide on the course of action to be taken. The possible courses of action by the Engineer include:
  - 1) Correction By Change Order:
    - a. To authorize the Contractor to proceed with the correction and repair of defective equipment items through the issuance of a Change Order.
    - b. The Contractor's consent to perform such repair and correction shall be construed as Contractor's acceptance for the items included in the Change Order.

- 2) Correction By Force Account:
    - a. To direct the Contractor to proceed with the correction and repair of defective equipment items through the procedures specified for force account work.
    - b. It shall be understood that Contractor's acceptance has occurred for the items covered under force account work on the date of the issuance of the Engineer's directive.
  - 3) Correction By Others:
    - a. To have others perform the correction and repair of defective equipment items.
    - b. The Contractor shall observe the work done by others and notify the Engineer in writing of all irregularities, faulty workmanship, or unsatisfactory work done by others.
    - c. The Contractor observations shall be carried out without obstruction or interference to others performing work.
    - d. Upon completion of the correction and repair, the Engineer will notify the Contractor and it shall be understood that Contractor 's acceptance has occurred for items repaired by others upon receipt of the Engineer 's notification.
  - 4) Modify the Installation Contract:
    - a. To modify the Plans and Specifications in order to meet changing conditions.
    - b. It shall be understood that Contractor 's acceptance has occurred upon receipt of the Engineer 's modifications to Plans and Specifications.
  - 5) Reject the Characterization:
    - a. To state to the Contractor that an item listed by the Contractor is not a defective equipment item.
- E. Regarding such items, it shall be understood that Contractor 's acceptance has occurred on the delivery date.

#### Payment

The Contract unit price per each for this item, "Generator Installation (Owner-Furnished Equipment)," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for installation of Owner-furnished equipment,

and all other work associated with the bid item, not included as part of other bid items, and required work as described in these specifications, the Plans, and as directed by the Engineer.

**END OF SECTION**

**SECTION 100.**  
**CONSTRUCTION STAKING**

Section 5-1.26, "Construction Surveys," of the Standard Specifications shall not apply to this section.

The Contractor shall be responsible for all land surveying and shall provide construction stakes or marks necessary to establish the limits, lines, alignments, and grades required for proper construction staking layout and completion of the work as shown on the drawings, as specified in these Special Provisions, and as directed by the Engineer. All construction staking shall be provided under the direction of either a professional land surveyor licensed by the State of California or an Engineer qualified to perform land surveying.

The survey datum used for the project shall be in accordance or tied-in with the County datum, as referenced on the Plans.

The Contractor shall provide and establish the construction staking of principal structures, and set grades and benchmarks as required. It will be the Contractor's responsibility to layout the work from the lines and grades, and to transfer elevations from the benchmarks set. All staking, locating, and layout work required for construction purposes shall be performed by the Contractor. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location of existing facilities prior to construction of new facilities.

When using construction stakes to establish alignment, the Contractor shall use a minimum of three (3) stakes to check horizontal alignments, and a minimum of two (2) stakes to check vertical alignments.

Should an occasion arise where the validity of a stake is questionable, either as to its location, or the elevation marked thereon, the Contractor shall check the stake or stakes in question. The Contractor shall be responsible for correcting any alignment or elevation errors that resulted from incorrect staking.

The Contractor shall maintain a complete and accurate log of all control and survey work as it progresses. On completion of site improvements, the contractor's surveyor shall prepare a certified survey drawing showing all dimensions, locations, angles, and elevations of construction.

The Contractor shall set or establish the necessary construction layout stakes and markings a minimum of **two (2) working days** in advance of the work and shall notify the Engineer when such markings have been set.

The Contractor shall protect all monumentation and survey points in their undisturbed location and condition. Damage, as a result of the Contractor's operations, to the existing monuments, survey markers, or reference points that are not part of this Contract, shall be repaired and replaced at the Contractor's expense.

**The Contractor's attention is directed to Section 100-1, "As-Built Drawings," of these Special Provisions for additional requirement for submittal of As-Built Drawings upon completion of this project.**

The Contract lump sum price paid for this item, "Construction Staking," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

The County reserves the right to eliminate this item, "Construction Staking," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any costs. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

#### 100-1. As-Built Drawings

In order for the County to produce As-Built Drawings for this project, the Contractor shall submit a PDF copy of the Plans with appropriate as-built information mark-ups, which Plans shall be signed by the Contractor certifying the accuracy of the as-built drawings, including that elevations and locations of improvements are in accordance with the contract Documents. Should the Engineer determine that additional information is required to produce accurate As-Built Drawings, the Contractor shall provide such information within **ten (10) calendar days** after receiving the written request for said additional information. The cost for providing this additional information shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

Full compensation for all work involved for this item, "Construction Staking," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**The Contractor is advised that Final Progress Payment may be withheld until satisfactory as-builts plans, as determined by the Engineer, are submitted to the County. Payment maybe withheld upon the determination by the County that the withholding of such amount is no longer necessary.**

**END OF SECTION**

**SECTION 102.**  
**TREE PROTECTION**

The work area is defined as an area which is for the installation of generators and propane tanks, electrical improvements, and construction access. The Contractor shall protect all existing trees and landscaping outside of this area.

Around the project site there are several existing trees that may require protection in order to perform the work. Prior to the start of construction, Contractor shall perform a job walk through with the project Biologist or arborist to identify the trees that require protection measures. If trees and other plants need protection, install the fence to enclose the drip line of the foliage canopy of protected plants and protect visible roots from encroachment.

All excavations within ten feet (10') of existing trees shall be performed by hand digging. All tree roots two inches (2") or larger that are encountered can only be cut under the direction of a licensed arborist.

The Contract unit price paid per each for this item, "Tree Protection," shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary for all work involved to trim trees including supervision by a licensed arborist, and protecting existing trees and landscaping, as specified in these Special Provisions, the Plans, and as directed by the Engineer, and no separate payment will be made therefor.

**END OF SECTION**

**SECTION 104.****FENCES****104-1. Chain Link Fence**

Chain link fences shall conform to the provisions of Section 80-3, "Chain Link Fence," of the Standard Specifications, these Specifications, the Plans, and the directions of the Engineer.

The Contractor shall install vinyl coated chain link fences of similar character to the existing fences. Material submittal shall be submitted for review and approval of the Engineer prior to installation.

**104-2. Temporary Fencing**

Temporary fences shall conform to the specifications for permanent fences of similar character provided in Section 80, "Fences," of the Standard Specifications, these Special Provisions, the Plans, and to the direction of the Engineer.

Temporary fences shall be provided and installed by the Contractor to secure the area to the satisfaction of the Engineer.

Other than new materials may be used, providing such materials are good, sound, and are suitable for the purpose intended. Materials may be commercial quality providing the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sizes shown on the Plans or specified by the specifications.

Galvanizing and painting of steel items will not be required. Concrete footing for metal posts will not be required. Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense, and no additional compensation will be allowed therefore.

If, in the opinion of the Engineer, the Contractor appears negligent in preventing encroachment into the "secured area," the Engineer will direct the Contractor's attention to the situation and require that necessary corrective action be taken. If the Contractor fails to correct the situation to the satisfaction of the Engineer, the Engineer may have the work done and deduct the cost of such work from monies due to the Contractor.

When no longer required for the work, as determined by the Engineer, temporary fences shall be removed by the Contractor. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this Section.

Holes caused by the removal of temporary fences shall be backfilled in accordance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Damaged and unusable portions of the fence shall become the property of the Contractor and shall be disposed of outside the project site in accordance with Section 14, "Construction Waste Management," of these Special Provisions.

**104-3. Measurement and Payment**

Full compensation for all work involved for these items, "Temporary Fencing," and "Chain Link Fence", shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

**SECTION 200.**  
**ELECTRICAL IMPROVEMENTS**

Electrical Improvement shall conform to Appendix F, "Electrical Improvements Specifications," of the Contract Documents, the Plans, and the directions of the Engineer.

Full compensation for all work involved for these items, "Electrical Improvements," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions in Appendix F.

**END OF SECTION**

## **Appendix A**

**County of San Mateo Waste Management Plan Form**

**Waste Management Daily Transport Report**



# County of San Mateo WASTE MANAGEMENT PLAN

Case/group number(s):  
BLD \_\_\_\_\_ - \_\_\_\_\_

Project address:  
Street: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Green Halo number(s):  
\_\_\_\_\_

**WMP required because project is a:**

- Residential       Demolition
- Nonresidential       New Construction
- Addition

**Submit to:**

County of San Mateo  
Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

**Information and support:** 888-442-2666  
www.smcsustainability.org/waste-reduction/construction-demolition

**Section One: Permit Application**

This Waste Management Plan (WMP) must be completed, submitted for review, and approved to obtain a permit. Separate WMPs are required for demolition and construction at the same site unless the Building Department requires only one permit. Need for a WMP is at the discretion of the Building Official or designee.

Applicant's Name: \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant is (please check one):  Owner  Architect  Builder  Owner/Builder  Other \_\_\_\_\_

Contractor (if applicable): \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Square Footage: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**Waste Management Requirements:**

**You are required to recycle or re-use all inert solids (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and 65% of all construction and demolition debris.**

I understand that I am required by San Mateo County Building Regulations Section 9210 - Adoption Of 2016 California Green Building Standards Code (Building Regulations) to salvage, reuse, or recycle **all inert solids** (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and a **minimum of 65%** of all construction and demolition debris (C&D). \_\_\_\_\_ (Initial)

I understand that failure to meet the requirements of the Building Regulations shall constitute a misdemeanor, and shall be punishable by imprisonment in the county jail for up to 6 months and/or a fine of up to \$1,000, calculated as a percentage of the required 65% diversion of C&D debris, and that the fine must be paid as a condition of final approval. \_\_\_\_\_ (Initial)

At the completion of this project, or more frequently if required, all weight tags or other equivalent documentation from salvage, recycling and waste facilities will be provided and I understand that I may not be issued my final inspection unless all original receipts and documentation are submitted to the County of San Mateo Department of Public Works. \_\_\_\_\_ (Initial)

Recycling and waste facilities ask for the correct origin of the materials generated as they come through the scale house. These tons are reported to the State of California. I understand that I need to advise my debris box company, waste haulers, and my drivers that the materials generated on this project originated in Unincorporated County of San Mateo. \_\_\_\_\_ (Initial)

**1) Deconstruction/salvage/reuse:**

What materials will be salvaged/reused? \_\_\_\_\_

Deconstruction or salvage company (if applicable): \_\_\_\_\_

What materials will be reused on site? \_\_\_\_\_

How will this be documented? \_\_\_\_\_

**2) Material transportation:**

Will you be using a hauling company, debris box company or hauling the material yourself?

Hauler  Debris Box  Self-haul

If using a hauling or debris box company, which company? \_\_\_\_\_

Have they been notified that the diversion of 65% mixed debris and all inert solids is required?  Yes  No

**3) Waste management plan:**

Check the materials you anticipate generating and fill in the facilities that you plan to use.

Category	Material	√	Reuse, Recycling or Disposal Facility
<b>Mixed C&amp;D</b>	Mixed Debris		
<b>Inerts</b>	Asphalt		
	Bricks		
	Concrete		
	Dirt		
	Other inert solids		
<b>Source Separated</b>	Cardboard		
	Metals		
	Wood		
	Roofing		
	Carpet		
	Drywall		
	Yard trimmings		
	Other		
<b>Disposal</b>	Waste		

The undersigned hereby agrees to comply with the Waste Management Plan as submitted and is the owner or authorized agent to sign for the owner of this project.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

County Approval:  Approved  Approved with comments  Denied

All receipts, weight tags and documentation for salvage, recycling, and disposal must be submitted:

On completion of project  Other \_\_\_\_\_

Office of Sustainability Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# County of San Mateo

## WASTE MANAGEMENT PLAN

Case/Group Number(s):  
 BLD \_\_\_\_\_ - \_\_\_\_\_  
 Project Address:  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_

### Section Two: Final Report Approval

Please complete, submit, and get this section approved by the Department of Public Works, prior to obtaining final approval by the Department of Public Works no later than 30 days after completion of the demolition or construction project. Please provide weight of materials in **tons**. If needed, please use the conversion table on the next page to convert cubic yards to tons.

**This section must be completed and signed, and all receipts or other supporting documentation must be attached in order to receive final project approval.**

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
<b>Mixed C&amp;D</b>					
<b>Salvage/Reuse</b>					
<b>Inerts</b> Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
<b>Source Separated</b> Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
<b>Disposal (Waste)</b>					

- All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.
- This project has recycled all of the inert solids and at least 65% of all debris generated.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

County Approval:  Approved  Approved with Comments  Fine Payment Required  
 Comments: \_\_\_\_\_

Fine Calculation:  $1 - (\text{C\&D Diversion \% Achieved} \text{ \_\_\_\_} / 65\%) \times \$1000 = \$$  \_\_\_\_\_  
 Office of Sustainability Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# County of San Mateo

## WASTE MANAGEMENT PLAN

### Cubic Yards to Tons Conversion Table

Category	Material	Cubic Yards	Pounds	Tons
<b>Mixed C&amp;D</b>	Mixed load C&D	1	500	0.25
<b>Inerts</b>	Asphalt	1	1380	0.69
	Bricks	1	3000	1.5
	Concrete	1	1860	0.93
	Dirt	1	2000	1
	Other inert solids	1	1240	0.62
<b>Source Separated</b>	Cardboard	1	100	0.05
	Metals	1	900	0.45
	Wood	1	300	0.15
	Asphalt roofing	1	1188	0.59
	Carpet	1	600	0.3
	Drywall	1	400	0.2
	Green waste	1	300	0.15
	Gravel	1	2600	1.3
<b>Disposal</b>	Waste	1	300	0.15

WASTE MANAGEMENT DAILY TRANSPORT REPORT				
Date :		Day :		Multiple Pages : Yes ___ No ___
Project :			Contractor Representative :	
			County Inspector :	
	Transport Vehicle Type	Vehicle License/I.D.	Load Destination	
			Inert Material	Non-Inert Material
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

**Note :** Inert material shall be as defined in the Construction Waste Management Section of these specifications.

**Comments :**

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**Appendix B**

**NOT USED**

## **Appendix C**

**Sample “Payment Bond” Form**

**Sample “Performance Bond” Form**

## PAYMENT BOND

### KNOW ALL MEN BY THESE PRESENTS:

That **WHEREAS**, the County of San Mateo hereinafter designated as the "County," has awarded to \_\_\_\_\_, hereinafter designated  
(Contractor's Name)  
 as the "Principal," a contract dated \_\_\_\_\_, hereinafter designated  
(Contract Award Date)  
 as the "Contract," which Contract is by this reference made a part hereof, for the work described as \_\_\_\_\_.  
(Project Name, Location & Number)

**And WHEREAS**, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

### NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, \_\_\_\_\_  
(Surety's Name)  
 as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or

their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

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

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

**That WHEREAS,** the County of San Mateo hereinafter designated as the "County," has awarded to \_\_\_\_\_, hereinafter designated  
(Contractor's Name)  
 as the "Principal," a contract dated \_\_\_\_\_, hereinafter designated  
(Contract Award Date)  
 as the "Contract," which Contract is by this reference made a part hereof, for the work described as \_\_\_\_\_.  
(Project Name, Location & Number)

**And WHEREAS,** Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof.

**NOW THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned, \_\_\_\_\_,  
(Surety's Name)  
 as corporate Surety, are held and firmly bound unto the County in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, except that no change will be made which increases the total

Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

## **Appendix D**

### **Daily Personnel and Equipment Log**

## DAILY PERSONNEL AND EQUIPMENT LOG

Using as many copies of this form necessary, the Contractor shall provide the Engineer with a list of all personnel and their title and, if applicable, equipment said employee is operating. This information is required of the Prime and their Subcontractors.

**This form, if used in lieu of Contractor's Daily Dispatch Report, shall be submitted to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per day for every day hence until submittal is made. Reference is made to Section 7-2.1., "Payroll Records," of the Project Special Provisions.**

Date: \_\_\_\_\_

Project No.: \_\_\_\_\_ (WA#)

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Is this log for Subcontractor? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, Name of Subcontractor: \_\_\_\_\_

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

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## **Appendix E**

**Public Contract Code  
Sections 9204 and 20104 et seq.**

## **Public Contract Code Section 9204 et seq.**

### **9204.**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "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:

(A) 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.

(B) 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.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the 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 claim sent by registered mail or certified mail, return receipt requested, the public entity 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.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a 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 public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the 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 claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) 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.

(D) Unless otherwise agreed to by the public entity 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.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, 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 claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity 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 public entity 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.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) 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.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(a) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

## **SEC. 2.**

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

## **SEC. 3.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

## **Public Contract Code Section 20104 et seq.**

### **20104.**

(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 a 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 Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works 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.

*(Amended by Stats. 2010, Ch. 697, Sec. 47. Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)*

### **20104.2.**

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 issues 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.

*(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)*

#### **20104.4.**

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.

*(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)*

### **20104.6.**

(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.

*(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)*

## Appendix F

### Electrical Improvements Specifications



## SECTION 260500

### GENERAL ELECTRICAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 Description of Work:

- A. The work of this Section consists of providing all required labor, supervision, materials and equipment to satisfactorily complete all electrical installations that are shown on the Drawings, included in these specifications, or otherwise needed for a complete and fully operating facility.
- B. Furnish and install all required in-place equipment, conduits, conductors, cables and any miscellaneous materials for the satisfactory interconnection and operation of all associated electrical systems.

##### 1.02 Related Work:

- A. This Section provides the basic Electrical Requirements which supplement the General Requirements of Division 01 and apply to all Sections of Division 26.

##### 1.03 Submittals:

- A. Submit to the County Park's Representative shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system specified. Information to be submitted includes manufacturer's descriptive literature of cataloged products, equipment, drawings, diagrams, performance and characteristic curves as applicable, test data and catalog cuts. Obtain written approval before procurement, fabrication, or delivery of the items to the job site. Partial submittals are not acceptable and will be returned without review. Furnish manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference, applicable Federal, Industry and Technical Society Publication References, and years of satisfactory service of each item required to establish contract compliance. Photographs of existing installations and data submitted in lieu of catalog data are not acceptable and will be returned without approval.
- B. Organize submittals for equipment and items related to each specification section together as a package.
- C. Proposed substitutions of products will not be reviewed or approved prior to awarding of the Contract.
- D. Substitutions shall be proven to the County Park's Representative to be equal or superior to the specified product County Park's Representative's decision is final. The Contractor shall pay all costs incurred by the County Park's Representative in reviewing and processing any proposed substitutions whether or not a proposed substitution is accepted.
- E. If a proposed substitution is rejected, the contractor shall furnish the specified product at no increase in contract price.
- F. If a proposed substitution is accepted, the contractor shall be completely responsible for all dimensional changes, electrical changes, or changes to other work which are a result of the substitution. The accepted substitution shall be made at no additional cost to the owner or design consultants.

##### 1.04 Quality Assurance:

- A. Codes: All electrical equipment and materials, including installation and testing, shall conform to the latest editions following applicable codes:

1. California Electrical Code (CEC).
  2. Occupational Safety and Health Act (OSHA) standards.
  3. All applicable local codes, rules and regulations.
  4. Electrical Contractor shall possess a C-10 license and all other licenses as may be required. Licenses shall be in effect at start of this contract and be maintained throughout the duration of this contract.
- B. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply.
- C. Standards: Equipment shall conform to applicable standards of American National Standards Institute (ANSI), Electronics Industries Association (EIA), Institute of Electrical and Electronics Engineers (IEEE), and National Electrical Manufacturers Association (NEMA).
- D. Underwriter Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Provide service entrance labels for all equipment required by the NEC to have such labels.
- E. The electrical contractor shall guarantee all work and materials installed under this contract for a period of one (1) year from date of acceptance by owner.
- F. All work and materials covered by this specification shall be subject to inspection at any and all times by representatives of the owner. Work shall not be closed in or covered before inspection and approval by the owner or his representative. Any material found not conforming with these specifications shall, within 3 days after being notified by the owner, be removed from premises; if said material has been installed, entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the contractor.

#### 1.05 Contract Documents:

##### A. Drawings and Specifications:

1. In the case of conflict between the drawings and specifications, the specifications shall take precedence.
2. Drawings and specifications are intended to comply with all law, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinance, rules and regulations shall be considered as a part of said Contract Documents within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinance, rules and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules and regulations and if the Contractor performed same (1) without first consulting the County Park's Representative for further instructions regarding said work and/or (2) disregarded the County Park's Representative's instructions regarding said work.

##### B. Drawings: The Electrical Drawings shall govern the general layout of the completed construction.

1. Locations of equipment, panels, pullboxes, conduits, stub-ups, ground connections are approximate unless dimensioned; verify locations with the County Park's Representative prior to installation.

2. Review the Drawings and Specification Divisions of other trades and perform the electrical work that will be required for those installations.
3. Should there be a need to deviate from the Electrical Drawings and Specifications, submit written details and reasons for all changes to the County Park's Representative for approval.
4. The general arrangement and location of existing conduits, piping, apparatus, etc., is approximate. The drawings and specifications are for the assistance and guidance of the contractor, exact locations, distances and elevations are governed by actual field conditions. Accuracy of data given herein and on the drawings is not guaranteed. Minor changes may be necessary to accommodate work. The contractor is responsible for verifying existing conditions. Should it be necessary to deviate from the design due to interference with existing conditions or work in progress, claims for additional compensation shall be limited to those for work required by unforeseen conditions as determined by the County Park's Representative.
5. All drawings and divisions of these specifications shall be considered as whole. The contractor shall report any apparent discrepancies to the County Park's Representative prior to submitting bids.
6. The contractor shall be held responsible to have examined the site and compared it with the specifications and plans and to have satisfied himself as to the conditions under which the work is to be performed. He shall be held responsible for knowledge of all existing conditions whether or not accurately described. No subsequent allowance shall be made for any extra expense due to failure to make such examination.

1.06 Closeout Submittals:

- A. Manuals: Furnish manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 01.

1.07 Coordination:

- A. Coordinate the electrical work with the other trades, code authorities, utilities and the County Park's Representative.
- B. Provide and install all trenching, backfilling, conduit, pull boxes, splice boxes, etc. for all services to the locations indicated on the Drawings.
- C. Contractor shall pay all inspection and other applicable fees and procure all permits necessary for the completion of this work.
- D. Where connections must be made to existing installations, properly schedule all the required work, including the power shutdown periods.
- E. When two trades join together in an area, make certain that no electrical work is omitted.

1.08 Job Conditions:

- A. Operations: Perform all work in compliance per front end specifications and Division 26.
  1. Keep the number and duration of power shutdown periods to a minimum.
  2. Show all proposed shutdowns and their expected duration on the construction schedule. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities.

3. Carry out shutdown only after the schedule has been approved, in writing, by the owner. Submit power interruption schedule 15 days prior to date of interruption.

B. Construction Power: Unless otherwise noted in these specifications, contractor shall make all arrangements and provide all necessary facilities for temporary construction power from the owner's on site source. Energy costs shall be paid for by the park's accounts.

C. Storage: Provide adequate storage for all equipment and materials which will become part of the completed facility so that it is protected from weather, dust, water, or construction operations.

#### 1.09 Damaged Products:

A. Notify the County Park's Representative in writing in the event that any equipment or material is damaged. Obtain approval from the County Park's Representative before making repairs to damaged products.

#### 1.10 Locations:

A. General: Use equipment, materials and wiring methods suitable for the types of locations in which they are located.

B. Dry Locations: All those indoor areas which do not fall within the definition below for Wet Locations and which are not otherwise designated on the Drawings.

C. Wet Locations: All locations exposed to the weather, whether under a roof or not, unless otherwise designated on the Drawings.

#### 1.11 Safety and Indemnity:

A. The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.

B. No act, service, drawing review or construction review by the Owner, the Engineer or their Consultants is intended to include reviews of the adequacy of the Contractors safety measures in or near the construction site.

C. The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.

D. If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.

#### 1.12 Access Doors:

- A. The contractor shall install access panels as required where floors, walls or ceilings must be penetrated for access to electrical, control, fire alarm or other specified electrical devices. The minimum size panel shall be 14" x 14" in usable opening. Where access by a service person is required, minimum usable opening shall be 18" x 24".
- B. All access doors installed lower than 7'-0" above finished floor and exposed to public access shall have keyed locks.
- C. Where specific information or details relating to access panels differ from Division 26 paragraph 1.12 of these specifications, or shown on the electrical drawings and details or under other Divisions of work, those requirements shall supersede these specifications.

#### 1.13 Arc Flash:

- A. The contractor shall install a clearly visible arc flash warning to the inside door of all panelboards and industrial control panels, as well as to the front of all switchboards and motor control centers that are a part of this project.
- B. The warning shall have the following wording: line 1 "WARNING" (in large letters), line 2 "Potential Arc Flash Hazard" (in medium letters), line 3 & 4 "Appropriate Personal Protective Equipment and Tools required when working on this equipment".

#### 1.14 Emergency Boxes:

- A. All boxes and enclosures for emergency circuits shall be permanently marked with a readily visible red spray painted mark.

### PART 2 - PRODUCTS

#### 2.01 Standard of Quality:

- A. Products that are specified by manufacturer, trade name or catalog number establish a standard of quality and do not prohibit the use of equal products of other manufacturers provided they are established to be equal to the specified product and approved by the County Park's Representative prior to installation.
- B. Material and Equipment: Provide materials and equipment that are new and are current products of manufacturers regularly engaged in the production of such products. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year period includes use of equipment and materials of similar size under similar circumstances. For uniformity, only one manufacturer will be accepted for each type of product.
- C. Service Support: Submit a certified list of qualified permanent service organizations including their addresses and qualification for support of the equipment. These service organizations shall be convenient to the equipment installation and able to render service to the equipment on a regular and emergency basis during the warranty period of the contract.
- D. Manufacturer's Recommendations: Where installation procedures are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendation shall be cause for rejection of the equipment or material.

#### 2.02 Nameplates:

- A. For each piece of electrical equipment, provide a manufacturer's nameplate showing his name, location, the pertinent ratings, the model designation, and shop order number.
- B. Identify each piece of equipment and related controls with a rigid laminated engraved plastic nameplate. Unless otherwise noted, nameplates shall be melamine plastic 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 0.5 by 2.5 inches unless otherwise noted. Where not otherwise specified, lettering shall be a minimum of 0.25 inch high normal block style. Engrave nameplates with the inscriptions indicated on the Drawings and, if not so indicated, with the equipment name. Securely fasten nameplates in place using two stainless steel or brass screws.

#### 2.03 Fasteners:

- A. Fasteners for securing equipment to walls, floors and the like shall be either hot-dip galvanized after fabrication or stainless steel.

#### 2.04 Finish requirements:

- A. Equipment: Refer to each electrical equipment section of these Specifications for painting requirements of equipment enclosures. Repair any final paint finish which has been damaged or is otherwise unsatisfactory, to the satisfaction of the County Park's Representative.
- B. Wiring System: In finished areas, paint all exposed conduits, boxes and fittings to match the color of the surface to which they are affixed.

### PART 3 - EXECUTION

#### 3.01 Workmanship:

- A. Ensure that all equipment and materials fit properly in their installation.
- B. Perform any required work to correct improperly fit installation at no additional expense to the owner.
- C. All electrical equipment and materials shall be installed in a neat and workmanship manner in accordance with the "NECA-1 Standard Practices for Good Workmanship in Electrical Contracting". Workmanship of the entire job shall be first class in every respect.

#### 3.02 Equipment Installations:

- A. Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.
- B. Do all the cutting and patching necessary for the proper installation of work and repair any damage done.
- C. Earthquake restraints: all electrical equipment, including conduits over 2 inches in diameter, shall be braced or anchored to resist a horizontal force acting in any direction as per CBC Section 1616A Title 24, part 2, and ASCE7-10, Section 13.3 and 13.6 and Table 13.6-1.
- D. Structural work: All core drilling, bolt anchor insertion, or cutting of existing structural concrete shall be approved by a California registered structural consulting engineer prior to the execution of any construction. At all floor slabs and structural concrete walls to be drilled, cut or bolt anchors inserted, the contractor shall find and mark all reinforcing in both faces located by means of x-ray, pach-ometer, or prof-ometer. Submit sketch showing location of rebar and proposed cuts, cores, or bolt anchor locations for approval.

#### 3.03 Field Test:

- A. Test shall be in accordance with Acceptance testing specifications issued by the National Electrical Testing Association (NETA).
- B. Perform equipment field tests and adjustments. Properly calibrate, adjust and operationally check all circuits and components, and demonstrate as ready for service. Make additional calibration and adjustments if it is determined later that the initial adjustments are not satisfactory for proper performance. Perform equipment field test for equipment where equipment field tests are specified in the equipment Specifications. Give sufficient notice to the County Park's Representative prior to any test so that the tests may be witnessed.
- C. Provide instruments, other equipment and material required for the tests. These shall be of the type designed for the type of tests to be performed. Test instrument shall be calibrated by a recognized testing laboratory within three months prior to performing tests.
- D. Operational Tests: Operationally test all circuits to demonstrate that the circuits and equipment have been properly installed and adjusted and are ready for full-time service. Demonstrate the proper functioning of circuits in all modes of operation, including alarm conditions.
- E. Re-testing will be required for all unsatisfactory tests after the equipment or system has been repaired. Re-test all related equipment and systems if required by the County Park's Representative. Repair and re-test equipment and systems which have been satisfactorily tested but later fail, until satisfactory performance is obtained.
- F. Maintain records of each test and submit five copies to the County Park's Representative when testing is complete. All tests shall be witnessed by the County Park's Representative. These records shall include:
  - 1. Name of equipment tested.
  - 2. Date of report.
  - 3. Date of test.
  - 4. Description of test setup.
  - 5. Identification and rating of test equipment.
  - 6. Test results and data.
  - 7. Name of person performing test.
  - 8. County Park's Representative's initials.
- G. Items requiring testing shall be as noted in the additional electrical sections of these specifications.

#### 3.04 Cleaning Equipment:

- A. Thoroughly clean all soiled surfaces of installed equipment and materials.

#### 3.05 Painting of Equipment:

- A. Factory Applied: Electrical equipment shall have factory applied painting system which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical section.
- B. Field Applied: Paint electrical equipment as required to match finish of adjacent surfaces.

### 3.06 Records:

- A. Maintain one copy of the contract Drawing Sheets on the site of the work for recording the "as built" condition. After completion of the work, the Contractor shall carefully mark the work as actually constructed, revising, deleting and adding to the Drawing Sheets as required. The following requirements shall be complied with:
1. Cable Size and Type: Provide the size and type of each cable installed on project.
  2. Substructure: Where the location of all underground conduits, pull boxes, stub ups and etc. where are found to different than shown, carefully mark the correct location on the Drawings. Work shall be dimensioned from existing improvements.
  3. Size of all conduit runs.
  4. Routes of concealed conduit runs and conduit runs below grade.
  5. Homerun points of all branch circuit.
  6. Location of all switchgear, panels, MCC, lighting control panels, pullcans, etc.
  7. Changes made as a result of all approved change orders, addendums, or field authorized revisions.
  8. As Built: At the completion of the Work the Contractor shall review, certify, correct and turn over the marked up Drawings to the County Park's Representative for his use in preparing "as built" plans.
  9. As built Drawings shall be delivered to the County Park's Representative within ten (10) days of completion of construction.

### 3.07 Clean Up:

- A. Upon completion of electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean, and acceptable to the County Park's Representative.

### 3.08 Mechanical and Plumbing Electrical Work:

- A. The requirements for electrical power and/or devices for all mechanical and plumbing equipment supplied and/or installed under this Contract shall be coordinated and verified with the following:
1. Mechanical and Plumbing Drawings.
  2. Mechanical and Plumbing sections of these Specifications.
  3. Manufacturers of the Mechanical and Plumbing equipment supplied.
- B. The coordination and verification shall include the voltage, ampacity, phase, location and type of disconnect, control, and connection required. Any changes that are required as a result of this coordination and verification shall be a part of this Contract.
- C. The Electrical Contractor shall furnish and install the following for all mechanical and plumbing equipment:
1. Line voltage conduit and wiring.
  2. Disconnect switches.
  3. Manual line motor starters.

- D. Automatic line voltage controls and magnetic starters shall be furnished by the Mechanical and/or Plumbing Contractor and installed and connected by the Electrical Contractor. When subcontracted for by the Mechanical and/or Plumbing Contractor, all line voltage control wiring installed by the Electrical Contractor shall be done per directions from the Mechanical and/or Plumbing Contractor.
- E. All low voltage control wiring for Mechanical and Plumbing equipment shall be installed in conduit. Furnishing, installation and connection of all low voltage conduit, boxes, wiring and controls shall be by the Mechanical and/or Plumbing Contractor.
- F. Disconnects (Motor And Circuit)
  - 1. Disconnect switches shall be as manufactured by ITE- Siemens, General Electric or Square D.
- G. Disconnects (Motor: Fused):
  - 1. Disconnect switches shall be provided and located at all motors.
  - 2. Switches for three-phase motors shall be heavy-duty, horsepower rated three-pole, and surface mounted except as noted on drawings.
  - 3. Switches containing more than three poles shall be as specified on the drawings.
  - 4. Switches for single-phase, fractional horsepower motors shall be heavy-duty, horsepower rated.
  - 5. Switches shall be horsepower rated.
- H. Manual motor starters, where required, shall have toggle type operators with pilot light and melting alloy type overload relays, SQUARE D COMPANY, Class 2510, Type FG-1P (surface) or Type FS-1P (flush) or ITE, WESTINGHOUSE or GENERAL ELECTRIC equal.

END OF SECTION

## SECTION 260519

### LINE VOLTAGE WIRE AND CABLE

#### PART 1 - GENERAL

##### 1.01 Description of Work:

- A. The work of this Section consists of providing all wire and cable rated 600 volts or less, including splices and terminations, as shown on the Drawings and as described herein.

##### 1.02 Related Work:

- A. See the following Specification Section for work related to the work in this Section:

1. 260542 Conduits, Raceways and Fittings.
2. 260533 Junction and Pull Boxes.

##### 1.03 Quality Assurance

- A. Field tests shall be performed as specified in paragraph 3.04 of this Section.

#### PART 2 - PRODUCTS

##### 2.01 Conductors:

- A. Conductors shall be copper, type THHN/THWN/MTW oil and gasoline resistant, 600 volt rated insulation.
- B. Conductors shall be stranded copper.
- C. Minimum power and control wire size shall be No. 12 AWG unless otherwise noted.
- D. All conductors used on this Project shall be of the same type and conductor material.

##### 2.02 Overhead Cables:

- A. Type XLP, aerial aluminum:

1. Conductors shall be copper type THHN/THWN/MTW oil and gasoline resistant, 600 volt rated insulation.
2. Conductors shall be stranded copper No.2 AWG and above.
3. All conductors used on this project shall be of the same type and conductor material.
4. Light weight aluminum interlocked armor.
5. Integral green insulated grounding conductor
6. Mount up high on utility grade wooden poles min. 16'-0" above finished grade or 3'-0" above any structure.

##### 2.03 Terminations:

- A. Manufacturer - Terminals as manufactured by T&B, Burndy or equal.

- B. Wire Terminations – Stranded conductors shall be terminated in clamping type terminations which serve to contain all the strands of the conductor. Curling of a stranded conductor around a screw type terminal is not allowed. For screw type terminations, use a fork type stake-on termination on the stranded conductor. Use only a stake-on tool approved for the fork terminals selected.
- C. End Seals - Heat shrink plastic caps of proper size for the wire on which used.

#### 2.04 Tape:

- A. Tape used for terminations and cable marking shall be compatible with the insulation and jacket of the cable and shall be of plastic material.

### PART 3 - EXECUTION

#### 3.01 Cable Installation:

- A. Clean Raceways - Clean all raceways prior to installation of cables as specified in Section 260542 - Conduits Raceway and Fittings.
- B. All line voltage wiring shall be installed in conduit.
- C. All feeder conductors shall be continuous from equipment to equipment. Splices in feeders are not permitted unless specifically noted or approved by the Electrical Engineer.
- D. All branch circuit wiring shall be run concealed in ceiling spaces, walls, below floors or in crawl spaces unless noted otherwise.
- E. Cable Pulling - Exercise care in pulling wires and cables into conduit or wireways so as to avoid kinking, putting undue stress on the cables or otherwise abrading them. No grease will be permitted in pulling cables. Only soapstone, talc, or UL listed pulling compound will be permitted. The raceway construction shall be complete and protected from the weather before cable is pulled into it. Swab conduits before installing cables and exercise care in pulling, to avoid damage to conductors.
- F. Bending Radius - Cable bending radius shall be per applicable code. Install feeder cables in one continuous length.
- G. Equipment Grounding Conductors - Provide an equipment grounding conductor, whether or not it is shown on the Drawings, in all conduits or all raceways.
- H. Panelboard Wiring - In panels, bundle incoming wire and cables which are No. 6 AWG and smaller, lace at intervals not greater than 6 inches, neatly spread into trees and connect to their respective terminals. Allow sufficient slack in cables for alterations in terminal connections. Perform lacing with plastic cable ties or linen lacing twine. Where plastic panel wiring duct is provided for cable runs, lacing is not necessary when the cable is properly installed in the duct.

#### 3.02 Cable Terminations and Splices:

- A. Splices - UL Listed wirenuts.
- B. Terminations - Shall comply with the following:
  - 1. Make up and form cable and orient terminals to minimize cable strain and stress on device being terminated on.
  - 2. Burnish oxide from conductor prior to inserting in oxide breaking compound filled terminal.

3.03 Circuit and Conductor Identification:

- A. Color Coding - Provide color coding for all circuit conductors. Insulation color shall be white for neutrals and green for grounding conductors. Conductor colors shall be as follows:

<u>VOLTAGE</u>	<u>208/120V</u>	<u>480/277V</u>
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral	White	Grey
Ground	Green	Green

- B. Color coding shall be in the conductor insulation for all conductors #10 AWG and smaller; for larger conductors, color shall be either in the insulation or in colored plastic tape applied at every location where the conductor is readily accessible.
- C. Circuit Identification - All underground distribution and service circuits shall be provided with plastic identification tags in each secondary box and at each termination. Tags shall identify the source transformer of the circuit and the building number(s) serviced by the circuit.

3.04 Field Tests:

- A. All systems shall test free from short circuits and grounds, shall be free from mechanical and electrical defects, and shall show an insulation resistance between phase conductors and ground of not less than the requirements of the CEC. All circuits shall be tested for proper neutral connections.
- B. Insulation Resistance Tests: Perform insulation resistance tests on circuits with #2 AWG and larger conductors to be energized with a line-to-neutral voltage of 120 volts or more. Make these tests before all equipment has been connected. Test the insulation with a 500Vdc insulation resistance tester with a scale reading 100 megohms. The insulation resistance shall be 2 megohms or more. Submit results for review.

END OF SECTION

## SECTION 260526

### GROUNDING

#### PART 1 GENERAL

1.01 Section Includes:

- A. Conduits, wires, ground rods and other materials for the electrical grounding system.

1.02 Related Sections:

- A. Section 260500 - Electrical General Requirements.

#### PART 2 PRODUCTS

2.01 Ground Rod:

- A. "Copperweld" ground rod conforming to or exceeding requirements of U.L. Specification No. 467 (ANSI C-33.8). Rod shall be 3/4" diameter and 10' in length, unless otherwise noted on the Drawings.

2.02 Below Grade Connections:

- A. Compression fittings, Thomas & Betts, Series 52000, 53000 or 54000 or approved equal.

2.03 Hardware:

- A. Bolts, nuts and washers shall be bronze, cadmium plated steel or other non-corrosive materials, approved for the purpose.

2.04 Waterproof Sealant:

- A. Use Kearney "Aqua Seal" mastic sealant on all below grade clamp or compression type connections.

#### PART 3 EXECUTION

3.01 Grounding and Bonding:

- A. Grounding and bonding shall be as required by codes and local authorities.
- B. All electrical equipment shall be grounded, including, but not limited to, panel boards, terminal cabinets and outlet boxes.
- C. The ground pole of receptacles shall be connected to their outlet boxes by means of a copper ground wire connecting to a screw in the back of the box.
- D. A green insulated copper ground wire, sized to comply with codes, shall be installed in all conduit runs.
- E. All metal parts of pull boxes shall be grounded per code requirements.
- F. All ground conductors shall be green insulated copper.

- G. The ground system electrodes shall be tested for resistance before the equipment ground conductors are connected. Maximum ground system resistance shall be 25 ohms. Install up to two additional ground rods to meet the 25 ohm requirement. Multiple ground rods shall not be less than 10 feet apart.
- H. Grounding of the panels and relocatables shall be completed as indicated on the Drawings.

END OF SECTION

## SECTION 260533

### OUTLET, JUNCTION AND PULL BOXES

#### PART 1 - GENERAL

##### 1.01 Description of Work:

- A. The work of this Section consists of providing all required labor, supervision, materials and equipment to satisfactorily complete all electrical installations shown on the drawings, included in these Specification, or otherwise needed for a complete and fully operating facility. The work shall include but not be limited to the following:
- B. Furnish and install all required material, supports and miscellaneous material for the satisfactory interconnection of all associated electrical systems.

##### 1.02 Related Work:

- A. See the following specification sections for work related to the work of this section.
  - 1. 260500 General Electrical Requirements.
  - 2. 260542 Conduits, Raceway and Fittings.
  - 3. 260519 Line Voltage Wire and Cable.

#### PART 2 - PRODUCTS

##### 2.01 Outlet boxes, Junction and Pull boxes

- A. Standard Outlet Boxes: Galvanized, steel, knock-out type of size and configuration best suited to the application indicated on the Drawings. Minimum box size shall be 4 inches square (octagon for most light fixtures) by 1-1/2 inches deep with mud rings as required.
- B. Switch boxes: Minimum box size shall be 4 inches square by 1-1/2 inches deep with mud rings as required. Install multiple switches in standard gang boxes with raised device covers suitable for the application indicated.
- C. Conduit bodies: Cadmium plated, cast iron alloy. Conduit bodies with threaded conduit hubs and neoprene gasketed, cast iron covers. Bodies shall be used to facilitate pulling of conductors or to make changes in conduit direction only. Splices are not permitted in conduit bodies. Crouse-Hinds Form 8 Condulets, Appleton Form 35 Unilets or equal.
- D. Sheet Metal Boxes: Use standard outlet or concrete ring boxes wherever possible; otherwise use a minimum 16 gauge galvanized sheet metal, NEMA I box sized to Code requirements with covers secured by cadmium plated machine screws located six inches on centers. Circle AW Products, Hoffman Engineering Company or equal.
- E. Flush Mounted Pull boxes and Junction boxes: Provide overlapping covers with flush head cover retaining screws, prime coated.

## PART 3 - EXECUTION

### 3.01 Outlet Boxes

#### A. General:

1. All outlet boxes shall finish flush with building walls, ceilings and floors except in mechanical and electrical rooms above accessible ceiling or where exposed work is called for on the Drawings.
2. Install raised device covers (plaster rings) on all switch and receptacle outlet boxes installed in masonry or stud walls or in furred, suspended or exposed concrete ceilings. Covers shall be of a depth to suit the wall or ceiling finish.
3. Leave no unused openings in any box. Install close-up plugs as required to seal openings.

#### B. Box Layout:

1. Outlet boxes shall be installed at the locations and elevations shown on the drawings or specified herein. Make adjustments to locations as required by structural conditions and to suit coordination requirements of other trades.
2. Locate switch outlet boxes on the latch side of doorways.
3. Outlet boxes shall not be installed back to back nor shall through-wall boxes be permitted. Outlet boxes on opposite sides of a common wall shall be separated horizontally by at least one stud or vertical structural member.
4. For outlets mounted above counters, benches or backsplashes, coordinate location and mounting heights with built-in units. Adjust mounting height to agree with required location for equipment served.
5. On fire rated walls, the total face area of the outlet boxes shall not exceed 100 square inches per 100 square feet of wall area.

#### C. Supports:

1. Outlet Boxes installed in metal stud walls shall be equipped with brackets designed for attaching directly to the studs or shall be mounted on specified box supports.
2. Fixture outlet boxes installed in suspended ceiling of gypsum board or lath and plaster construction shall be mounted to 16 gauge metal channel bars attached to main ceiling runners.
3. Fixture outlet boxes installed in suspended ceilings supporting acoustical tiles or panels shall be supported directly from the structure above where pendant mounted lighting fixture are to be installed on the box.
4. Fixture Boxes above tile ceilings having exposed suspension systems shall be supported directly from the structure above.
5. Outlet and / or junction boxes shall not be supported by grid or fixture hanger wires at any locations.

### 3.02 Junction and Pull Boxes

#### A. General:

1. Install junction or pull boxes where required to limit bends in conduit runs to not more than 360 degrees or where pulling tension achieved would exceed the maximum allowable for the cable to be installed. Note that these boxes are not shown on the Drawings.
2. Locate pull boxes and junction boxes in concealed locations above accessible ceilings or exposed in electrical rooms, utility rooms or storage areas.
3. Install raised covers (plaster rings) on boxes in stud walls or in furred, suspended or exposed concrete ceilings. Covers shall be of a depth to suit the wall or ceiling finish.
4. Leave no unused openings in any box. Install close-up plugs as required to seal openings.
5. Identify circuit numbers and panel on cover of junction box with black marker pen.

#### B. Box Layouts:

1. Boxes above hung ceilings having concealed suspension systems shall be located adjacent to openings for removable recessed lighting fixtures.

#### C. Supports:

1. Boxes installed in metal stud walls shall be equipped with brackets designed for attaching directly to the studs or shall be mounted on specified box supports.
2. Boxes installed in suspended ceilings of gypsum board or lath and plaster construction shall be mounted to 16 gauge metal channel bars attached to main ceiling runners.
3. Boxes installed in suspended ceilings supporting acoustical tiles or panels shall be supported directly from the structure above.
4. Boxes mounted above suspended acoustical tile ceilings having exposed suspension systems shall be supported directly from the structure above.

END OF SECTION

## SECTION 260542

### CONDUITS, RACEWAYS AND FITTINGS

#### PART 1 - GENERAL

##### 1.01 Description of Work:

- A. The work of this section consists of furnishing and installing conduits, raceways and fittings as shown on the Drawings and as described herein.

##### 1.02 Related Work:

- A. See the following specification sections for work related to the work in this section:
  - 1. 260543 Underground Ducts
  - 2. 260544 In Grade Pull Boxes
  - 3. 260519 Line Voltage Wire and Cable
  - 4. 260533 Junction and Pull Boxes

#### PART 2 - PRODUCTS

##### 2.01 Conduits, Raceways:

- A. Electrical Metallic Tubing (EMT) shall be hot-dip galvanized after fabrication. Couplings shall be compression or set-screw type.
- B. Flexible Conduit: Flexible metal conduit shall be galvanized steel.
- C. Galvanized Rigid Steel Conduit (GRS) shall be hot-dip galvanized after fabrication. Couplings shall be threaded type.
- D. Rigid Non-metallic Conduit: Rigid non-metallic conduit shall be PVC Schedule 40 (PVC-40 or NEMA Type EPC-40) conduit approved for underground use and for use with 90° C wires.

##### 2.02 Conduit Supports:

- A. Supports for individual conduits shall be galvanized malleable iron one-hole type with conduit back spacer.
- B. Supports for multiple conduits shall be hot-dipped galvanized Unistrut or Superstrut channels, or approved equal. All associated hardware shall be hot-dip galvanized.
- C. Supports for EMT conduits shall be galvanized pressed steel single hole straps.
- D. Clamp fasteners shall be by wedge anchors. Shot in anchors shall not be allowed.

##### 2.03 Fittings:

- A. Provide threaded-type couplings and connectors for rigid steel conduits; provide steel compression (watertight), or steel set-screw type for EMT, (die-cast zinc or malleable iron type fittings are not allowed). Provide threaded couplings and Meyers hubs for rigid steel conduit exposed to weather.

- B. Fittings for flexible conduit shall be Appleton, Chicago, IL, Type ST, O-Z Gedney Series 4Q by General Signal Corp., Terryville, CT, T & B 5300 series, or approved equal.
- C. Fittings for use with rigid steel shall be galvanized steel or galvanized cast ferrous metal; access fittings shall have gasketed cast covers and be Crouse Hinds Condulets, Syracuse, NY, Appleton Unilets, Chicago, IL, or approved equal. Provide threaded-type couplings and connectors; set-screw type and compression-type are not acceptable.
- D. Fittings for use with rigid non-metallic conduit shall be PVC and have solvent-weld-type conduit connections.
- E. Union couplings for conduits shall be the Erickson type and shall be Appleton, Chicago, IL, Type EC, O-Z Gedney 3-piece Series 4 by General Signal Corp., Terryville, CT, or approved equal. Threadless coupling shall not be used.
- F. Bushings:
  - 1. Bushings shall be the insulated type.
  - 2. Bushings for rigid steel shall be insulated grounding type, O-Z Gedney Type HBLG, Appleton Type GIB, or approved equal.
- G. Conduit Sealants:
  - 1. Fire Retardant Types: Fire stop material shall be reusable, non-toxic, asbestos-free, expanding, putty type material with a 3-hour rating in accordance with UL Classification 35L4 or as specified on the Drawings.

### PART 3 - EXECUTION

#### 3.01 Conduit, Raceway and Fitting Installation:

- A. For conduit runs exposed to weather provide rigid metal (GRS).
- B. For conduit run underground, in concrete or masonry block wall and under concrete slabs, install minimum 3/4" size nonmetallic (PVC) with PVC elbows. Where conduits transition from underground or under slab to above grade install wrapped rigid metal (GRS) elbows and risers.
- C. For conduit runs concealed in steel or wood framed walls or in ceiling spaces or exposed in interior spaces above six feet over the finished floor, install EMT.
- D. Flexible metal conduit shall be used only for the connection of recessed lighting fixtures and motor connections unless otherwise noted on the Drawings. Liquid-tight steel flexible conduit shall be used for motor connections.
- E. The minimum size raceway shall be 1/2-inch unless indicated otherwise on the Drawings.
- F. Installation shall comply with the CEC.
- G. From pull point to pull point, the sum of the angles of all of the bends and offset shall not exceed 360 degrees.
- H. Conduit Supports: Properly support all conduits as required by the NEC. Run all conduits concealed except where otherwise shown on the drawings.
  - 1. Exposed Conduits: Support exposed conduits within three feet of any equipment or device and at intervals not exceeding NEC requirements; wherever possible, group conduits

together and support on common supports. Support exposed conduits fastened to the surface of the concrete structure by one-hole clamps, or with channels. Use conduit spacers with one-hole clamps.

- a. Conduits attached to walls or columns shall be as unobtrusive as possible and shall avoid windows. Run all exposed conduits parallel or at right angles to building lines.
  - b. Group exposed conduits together. Arrange such conduits uniformly and neatly.
2. Support all conduits within three feet of any junction box, coupling, bend or fixture.
  3. Support conduit risers in shafts with Unistrut Superstrut, or approved equal, channels and straps.
- I. Moisture Seals: Provide in accordance with NEC paragraphs 230-8 and 300-5(g).
  - J. Where PVC conduit transitions from underground to above grade, provide rigid steel 90's with risers. Rigid steel shall be half-lap wrapped with 20 mil tape and extend minimum 12" above grade.
  - K. Provide a nylon pull cord in each empty raceway.
  - L. Provide galvanized rigid steel factory fittings for galvanized rigid steel conduit.
  - M. Slope all underground raceways to provide drainage; for example, slope conduit from equipment located inside a building to the pull box or manhole located outside the building.
  - N. Conduits shall be blown out and swabbed prior to pulling wires, or installation of pull cord in empty conduits.

END OF SECTION

## SECTION 260543

### UNDERGROUND DUCTS

#### PART 1 - GENERAL

##### 1.01 Description of Work:

- A. The work of this section consists of furnishing and installing raceways, raceway spacers with necessary excavation.

##### 1.02 Related Work:

- A. See the following specification sections for work related to the work of this section.

1. 260542 Conduit Raceway and Fittings

##### 1.03 Standards and Codes:

- A. Work and material shall be in compliance with and according to the requirements of the latest revision of the following standards and codes.

1. National Electrical Code (NEC) (Latest Revision)
2. California Electrical Code (CEC).
3. Underground Installations CEC - Article 300.5
4. Rigid NonMetallic Conduit CEC - Article 347

#### PART 2 - PRODUCTS

##### 2.01 Raceways:

- A. As specified in Section 260542 Conduits, Raceways and Fittings.

#### PART 3 - EXECUTION

##### 3.01 Excavation:

- A. Trenching, backfilling and compaction shall be as specified on trenching details.

##### 3.02 Install raceways as indicated on drawings.

##### 3.03 Sand Encasement:

- A. Trenching, backfilling and compaction shall be as specified on trenching details.

##### 3.04 Backfill:

- A. Trenching, backfilling and compaction shall be as specified on trenching details.

END OF SECTION

## SECTION 260544

### IN GRADE PULL BOXES

#### PART 1 - GENERAL

##### 1.01 Description of Work:

- A. The work of this section consists of providing all labor, supervision, tools, materials, and performing all work necessary to furnish and install pre-cast concrete vaults, and pull boxes with necessary excavation.

##### 1.02 Related Work:

- A. See the following specification sections for work related to the work of this section.
  1. 260543 Underground Ducts.

##### 1.03 Submittals:

- A. As specified in Section 260500.
  1. Catalog Data: Provide manufacturer's descriptive literature - Pre-cast Vaults, Pull Boxes and Accessories.

#### PART 2 - PRODUCTS

##### 2.01 Materials and Equipment:

###### A. General Requirements:

1. Pull boxes for electrical power, controls and other communication circuits shall consist of pre-cast reinforced concrete boxes, extensions' bases, and covers as specified herein and as indicated on the Drawings. Pre-cast units shall be the product of a manufacturer regularly engaged in the manufacture of pre-cast vaults and pull boxes. Acceptable manufacturers are Christy, Utility Vault, Brooks, Associated Concrete or equal.

###### B. Construction:

1. Pre-cast concrete vaults and pull boxes for electrical power distribution and communication circuits with associated risers and tops shall conform to ASTM C478 and ACI 318. Pull boxes shall be the type noted on the Drawings and shall be constructed in accordance with the applicable details as shown. Tops and walls shall consist of reinforced concrete. Walls and bottom shall be of monolithic concrete construction. Duct entrances and windows shall be located near the corners of structures to facilitate cable racking.

###### C. Covers:

1. The word "ELECTRICAL" shall be cast in the top face of all electrical cable boxes. The word "Signal" or "Fire Alarm" shall be cast in the top of the boxes utilized for these systems.

#### PART 3 - EXECUTION

##### 3.01 Installation:

- A. Install pull boxes where required to limit bends in conduit runs to not more than 360 degrees or where pulling tension achieved would exceed the maximum allowable for the cable to be installed. Note that these boxes are not shown on the Drawings.
- B. Pre-cast pull boxes shall be installed approximately where indicated on the Drawings. The exact location of each pull box shall be determined after careful consideration has been given to the location of other utilities, grading, and paving. All cable boxes and secondary pull boxes shall be installed with a minimum of 6-inch thick crushed rock or sand bedding.
- C. Paved areas - Vaults and pull boxes located in areas to be paved shall be installed such that the top of the cover shall be flush with the finished surface of the paving.
- D. Unpaved Areas - In unpaved areas, the top of vaults and pull box covers shall be approximately 2 inches above finished grade.
- E. Joint Seals - Section joints of pre-cast vaults and pull boxes shall be sealed with compound as recommended by the manufacturer.
- F. Trenching, Backfilling, and Compaction - Trenching, backfilling and compaction shall be as specified on trenching details.

END OF SECTION

## SECTION 262413

### SWITCHBOARDS, 600 VOLTS AND BELOW

#### PART 1 GENERAL

1.01 Description of Work: The work of this Section consists of providing switchboards, as shown on the Drawings and as described herein.

1.02 Related Work:

A. See the following Specification Sections for work related to the work in this Section.

1. 260519 Line Voltage Wire and Cable
2. 262816 Circuit Breakers

1.03 Submittals:

A. Shop Drawings - As specified in Section 260500 and Division 01. For each switchboard furnished under this Contract, submit manufacturer's name, catalog data, and the following information:

1. Switchboard type.
2. Main bus and terminal connection sizes.
3. Location of line connections.
4. Section dimensions.
5. Gutter space.
6. Gauge of boxes and fronts.
7. Finish data.
8. Voltage rating.
9. Breaker manufacturer, types, trip ratings, and interrupting ratings.

B. Before construction of the main (service) switchboard, the contractor shall deliver two or more copies of the switchboard submittal to P.G.&E. for their approval. The contractor shall deliver one P.G.&E. approved copy of the submittal to the Electrical Engineer for record.

C. Submit operation and maintenance data for switchboards, and circuit breakers including nameplate data, parts lists, manufacturer's circuit breaker time current coordination curves, factory and field test reports, recommended maintenance procedures and typewritten as-built panel and switchboard schedules. Submit in accordance with Division 01.

1.04 Warranty

A. Manufacturer shall warrant equipment to be free from defects in materials and workmanship for the lesser of one (1) year from date of installation or eighteen (18) months from date of purchase

## PART 2 – PRODUCTS

### 2.01 Switchboards:

- A. General: Switchboards shall be designed, built and tested in accordance with applicable portions of the latest NEMA, EUSERC, and Underwriter Laboratories standards and the latest requirements of the California Electrical Code. All sections and devices shall be UL listed and labeled.
1. Switchboards shall be dead front, completely self-supporting structure of the required number of vertical sections bolted together to form one metal, totally enclosed, switchboard. Sides, top, and rear covers shall be code gauge steel, bolted to the switchboard structure.
  2. The switchboard shall be furnished with phase and neutral busses of the amps, volts and phase shown on the Drawings. The bus shall extend the full length of the switchboard. Tapered bus is not acceptable. The switchboard sections, when called for on the plans, shall be as follows:
    - a. Metering Section and landing lugs; Fully Pacific Gas & Electric Company compatible.
    - b. All sections shall include full capacity busing between sections.
    - c. All sections shall be front aligned and shall have front-connected devices.
  3. All buses shall be silver plated copper, supported with high impact, non-tracking insulating material, braced to withstand the mechanical forces exerted during short circuit conditions. The current density of the bus shall not exceed 1000 amperes per square inch of cross section area or the switchboard bussing shall be of sufficient cross-sectional area to meet UL standard 891 for temperature rise. Provisions shall be provided for future splicing of additional sections from either end. The neutral bus shall be 100% rated.
  4. A ground bus shall be furnished secured to each vertical section structure, and shall extend the entire length of the switchboard. The ground bus shall be sized per UL standard 891 and be of the same material as the through bus.
  5. The neutral bus in the feeder sections shall be not further than 20 inches from the front of the switchboard.
  6. Vertical main bus bars shall be furnished full height to accommodate future branch devices.
  7. The switchboard shall be furnished and installed complete with all underground pull sections, utility sections, main device and feeder sections as indicated on the Drawings. Underground pull sections, utility cable termination, transformer and metering sections shall be in accordance with Pacific Gas and Electric Company requirements.
  8. The main device, where indicated to be individually mounted, shall be completely isolated from the utility and the feeder sections of the switchboard, both in the device section and the cable section of the switchboard cubicle. The cable section shall also be isolated from the main horizontal bus. The main device cubicle shall have UL service equipment label.
  9. Feeder devices shall be group-mounted and be front accessible, furnished with vertical wiring gutter on the front of the distribution sections. Wiring gutters shall be furnished with hinged, code gauge steel formed covers. Unused device space shall be covered with blank code gauge steel covers.
  10. All vertical sections comprising the switchboard shall be aligned front and rear.

11. Switchboards for outdoor installation shall be furnished in [stainless steel] NEMA 3R non-walk-in enclosures provided with thermostatically controlled space heaters in each vertical section. Space heaters shall be powered from a circuit breaker protected circuit originating within the switchboard and shall be sized adequately to prevent the formation of condensation. Space heater shall be suitable for operation at 120V AC.
12. All steel surfaces are to be chemically cleaned and treated, providing a bond between paint and metal surfaces to help prevent the entrance of moisture and formation of rust under the paint finish. Switchboard exterior shall be furnished with a grey enamel finish color over a rust inhibiting primer, unless otherwise noted.

#### B. Circuit Breakers

1. Circuit breakers, unless otherwise indicated, shall be the molded case type with ratings as indicated on the Drawings. Circuit breakers shall meet the requirements specified under Section 262816 - Circuit Breaker.
2. Main circuit breakers, where indicated to be Molded case type, shall be 100 percent rated, with the frame size and trip plug ratings shown.

#### C. Customer Metering

##### 1. Instrument Transformers

- a. Current transformers shall be window type conforming to, one per phase, Square D Company Class 4210, General Electric JAG-O or equal.
- b. Potential transformers shall be fixed mounted, type Square D Company Class 4210, General Electric JVM, or equal.

##### 2. Power Monitors and Meters

- a. The Customer Metering equipment shall be manufactured by Square D Company, General Electric or equal.
- b. Substitutions: substitutions shall be made only after proper verification
- c. The switchboard shall be metered using:
  - i. [Square D Type PM 650] [Square D Type CM 2350]
  - ii. [Square D Type PM 650]
    - (A). Digital Power Meter with 0.25% accuracy with the following features:
    - (B). A, V, kW, kVAR, kVA, PF, F, kWh, kVARh, kVAh, KYZ, RS-485 communications, THD, Demand, kWd, kVARd, kVAd, date/time stamping,
    - (C). predicted power demand, onboard alarms, min/max. readings, data log, event log
  - iii. [Square D Type CM 2350]
    - (A). Digital Circuit Monitor with 0.2% accuracy with the following features:
    - (B). A, V, kW, kVAR, kVA, PF, F, THD, K-Factor, kWh, kVARd, kVAd, kVARh, kVAh, KYZ output, RS-485 communication port, kWd, kVARd, kVAd, date/time stamping, predicted power demand, onboard alarms, min/max.

readings, data log, event log, extend memory (100k), wave form capture, and disturbance monitoring

D. Manufacturer

- a. The switchboard shall be Square D, Siemens or Eaton Cutler Hammer.

PART 3 – EXECUTION

2.01 Installation:

- A. Switchboards shall be installed where indicated on the Drawings, and in accordance with the manufacturer's instructions.
- B. A 1" conduit shall be installed for new PG&E services from the PG&E Metering Section to the Main Telephone Terminal Board.
- C. At switchboards located indoors, a 2" conduit and pull tape shall be installed from outside the switchboard meter cabinet to a location on the exterior of the building. The installation shall meet PG&E Green Book requirements.

2.02 Mounting:

- A. Switchboards shall be mounted on a concrete pad, as indicated on the drawings. Reinforcing shall be as shown on the Drawings. The top surface of the pad shall be 2 inches above the surrounding surface.
- B. The switchboard shall be bolted to the pad with ½ inch diameter bolts minimum at each corner of each section unless otherwise noted.
- C. The switchboard shall be seismically qualified to withstand potential seismic forces up to ASCE 7 Seismic design category F.

2.03 Padlocks:

- A. Exterior switchboard shall be provided with padlocks keyed as directed by the Owner's Representative. Padlocks shall be supplied by the contractor.

2.04 Field Tests:

- A. Insulation resistance Tests: Perform insulation resistance tests on circuits to be energized with a line-to-neutral voltage of 120 volts or more. Make these tests after all equipment has been connected, except that equipment which may be damaged by the test voltage shall not be connected. Test the insulation with 500V dc insulation resistance tester with a scale reading 100 megohms. The insulation resistance shall be 2 megohm or more. Submit results for review.
- B. Grounding: Grounding shall conform to Section 260526.
- C. Continuity: Switchboard circuits shall be tested for continuity prior to energizing. continuity tests shall be conducted using a dc device with a bell or buzzer.

END OF SECTION

## SECTION 262416

### PANELBOARDS AND DISTRIBUTION PANELS

#### PART 1 – GENERAL

##### 1.01 Description of Work:

- A. The work of this Section consists of providing panelboards and circuit breakers as shown on the Drawings and as described herein.

##### 1.02 Related Work:

- A. See the following specification sections for work related to the work in this Section.
  - 1. 260519 Line Voltage Wire and Cable
  - 2. 260526 Grounding
  - 3. 262816 Circuit Breakers

##### 1.03 Submittals:

- A. Shop Drawings - As specified in Division 01 and Section 260500. For each panelboard and distribution panel furnished under this Contract, submit manufacturer's name, catalog data, and the following information:
  - 1. Panelboard / distribution panel type.
  - 2. Main bus and terminal connection sizes.
  - 3. Location of line connections.
  - 4. Cabinet dimension.
  - 5. Gutter space.
  - 6. Gauge of boxes and fronts.
  - 7. Finish data.
  - 8. Voltage rating.
  - 9. Breaker manufacturer, types, trip rating, and interrupting ratings.
  - 10. When information is available on the Drawings, show breaker circuit numbers and locations along with trip ratings on a panelboard layout.
- B. Single Submittal - A single complete submittal is required for all products covered by this Section.
- C. Closeout Submittals: Submit operation and maintenance data for panelboards and circuit breakers including nameplate data, parts lists, factory and field test reports, recommended maintenance procedures and typewritten as-built panel schedules. Submit in accordance with Division 01.

## PART 2 – PRODUCTS

### 2.01 Panelboards:

- A. General: Lighting and Receptacle Panelboards shall be the automatic circuit breaker type. The number and arrangement of circuits, trip ratings, spares and blank spaces for future circuit breakers shall be as shown on the Drawings or, if not shown, 42 circuits. All circuit breakers shall be quick-make, quick-break, thermal-magnetic, bolt-on type (unless otherwise noted on drawings), with 1, 2 or 3 poles as shown, each with a single operating handle. Tandem or piggy-back breakers shall not be used.
- B. Nameplates:
  - 1. Each panelboard shall have a field mounted identifying, rigid, plastic nameplate giving the panel identification as shown on the Drawings.
  - 2. Each panelboard shall have a manufacturer's nameplate showing the voltage, bus rating, number of phases, frequency and number of wires.
- C. Construction:
  - 1. Door and trim shall be finished to match finish type and color of surrounding wall. Box shall be hot-dip galvanized, field finished to match the front.
  - 2. Panelboards and enclosures shall conform to requirements of all relevant codes. Panelboards shall be suitable for use as service equipment.
  - 3. Panelboards shall be furnished with hinged trim fronts with key latch and a typed directory card and holder. Panelboard circuits shall be arranged with odd numbers on the left and even numbers on the right. Provide weatherproof, NEMA type 3R enclosures for outdoor installation.
- D. Busbars: Panelboard busbars shall be phase sequence type suitable for bolt-on circuit breakers. All busbars shall be copper.
- E. Circuit Breakers: Circuit breakers shall be the molded case type with trip and interrupting ratings as shown on the Drawings.
- F. Manufacturer:
  - 1. Panelboard manufacturer shall be Square D, Siemens, or Eaton Cutler Hammer. Panelboards shall be of the same manufacturer as the switchboard.

### 2.02 Distribution Panels:

- A. General: Distribution panels shall be the automatic circuit breaker type. The number and arrangement of circuits, trip ratings, spares and blank spaces for future circuit breakers shall be as shown on the Drawings. All circuit breakers shall be quick-make, quick-break, thermal-magnetic bolt-on type, with 1, 2 or 3 poles as shown, each with a single operating handle. Tandem or piggy-back breakers shall not be used.
- B. Nameplates:
  - 1. Each distribution panel shall have a field mounted, identifying, rigid, plastic nameplate giving the panel identification as shown on the Drawings.
  - 2. Each distribution panel shall have a manufacturer's nameplate showing the voltage, bus rating, number of phases, frequency and number of wires.

C. Construction:

1. Door and trim shall be finished to match color of surrounding wall. Box shall be hot-dip galvanized, field finished to match the front.
2. Distribution panels and enclosures shall conform to requirements of all relevant codes. Distribution panels shall be suitable for use as service.
3. Distribution panels shall have a front door with key latch and a typed directory card and permanently attached holder. Adhesive backed holders are not acceptable. Distribution panels circuits shall be arranged with odd numbers on the left and even numbers on the right. Provide weatherproof, NEMA type 3R enclosures for outdoor installation.

D. Busbars: Distribution panels busbars shall be phase sequence type suitable for bolt-on circuit breakers. All busbars shall be copper, sized for a maximum current density of 1000A psi.

E. Circuit Breakers: Circuit breakers shall be the molded case type with trip and interrupting ratings as shown on the Drawings.

F. Manufacturer:

1. Distribution panel manufacturer shall be Square D, or Siemens, or I.E.M., or General Electric, or Eaton Cutler Hammer. Distribution panels shall be of the same manufacturer as the switchboard.

### PART 3 – EXECUTION

3.01 Installation: Panelboards and Distribution Panels shall be installed where indicated on the Drawings, and in accordance with the manufacturer's instructions.

3.02 Mounting:

- A. Panelboards and Distribution Panels shall be mounted with the top of the box 6'-6" above the floor. Panelboards and Distribution Panels shall be plumb within 1/8-inch. The highest breaker operating handle shall not be higher than 72 inches above the floor.

3.03 Field Tests:

- A. Insulation Resistance Tests: Perform insulation resistance tests on circuits with #2 AWG and larger conductors to be energized with a line-to-neutral voltage of 120 volts or more. Make these tests after all equipment has been connected, except that equipment which may be damaged by the test voltage shall not be connected. Test the insulation with a 500Vdc insulation resistance tester with a scale reading 100 megohms. The insulation resistance shall be 2 megohms or more. Submit results for review.
- B. Grounding: Grounding shall conform to Section 260526.
- C. Continuity: Panelboard and Distribution Panel circuits shall be tested for continuity prior to energizing. Continuity tests shall be conducted using a dc device with a bell or buzzer.

END OF SECTION

## SECTION 262726

### DEVICES WIRING

#### PART 1 – GENERAL

##### 1.01 Description of Work

A. The work of this section consists of:

1. Furnishing, installing, and connecting all duplex receptacles complete with wall plates and/or covers, as shown on the Drawings.
2. Furnishing, installing and connecting all light switches complete with wall plates and or handle operators, as shown on the Drawings.

##### 1.02 Related Work:

A. See the following specification sections for work related to the work of this section:

1. 260542        Conduits, Raceways and Fittings.
2. 260519        Line Voltage Wire and Cable.
3. 260533        Junction and Pull Boxes.

##### 1.03 Submittals: As specified in Section 260500 and Division 01.

- A. Submit manufacturers published descriptive literature properly marked to identify the items to be supplied.
- B. A single complete submittal is required for all products covered by this Section.

#### PART 2 – PRODUCTS

##### 2.01 Receptacles:

A. General - Receptacles shall be heavy duty, high abuse, grounding type.

B. Duplex Receptacles:

1. Receptacles shall be specification grade, rated 20 ampere, two-pole, 3-wire, 125 volt, NEMA 5-20 configuration, self-grounding with screw terminals. Color shall be as selected by the Architect.
2. Devices shall have a nylon face, back and side wired.
3. Manufacturer: Hubbell #DR20 Series, Leviton #16352 Series.

C. GFCI Receptacles:

1. Device shall be rated 20 ampere, 2-pole, 3-wire, 120 volt, conforming to NEMA 5-20 configuration. Face shall be nylon composition. Unit shall have an LED type red indicator light, test and reset push buttons. Color shall be as selected by the Architect.
2. GFCI component shall meet UL 943 Class A standards with a tripping time of 1/40 second at 5 milliamperes current unbalance. Operating range shall extend from -31°F to 158°F. Unit shall have transient voltage protection and shall be ceramic encapsulated for protection against moisture.

3. Manufacturer: Hubbell #GF20\_\_LA Series, Leviton #7899 Series.

#### 2.02 Switches:

- A. Switches shall be rated 20 amperes to 120/277 volts ac. Units shall be flush mounted, self-grounding, quiet operating rocker devices. Rocker color shall be as selected by the Architect.
  - 1. Manufacturer: Hubbell #DS\_20\_\_ Series, Leviton #5621 Series. See plans for single pole, three way and four way requirements.
- B. Timed switches: Shall be as designed by Paragon Electric Company # ET2000f or Watt Stopper TS-200 rated for the voltage specified on drawings. Time-out shall be adjustable from 5 minutes up to 12 hours. Unit shall be provided with warning alarm.
- C. Dimmer switches: Switch shall be as specified on drawings, color per architect. Heat fins shall not be removed, where dimmer switches are ganged together, care shall be taken to install correct size backbox to accommodate switches without removing fins.

#### 2.03 Plates:

- A. General - Plates shall be of the style and color to match the wiring devices, and of the required number of gangs. Plates shall conform with NEMA WD 1, UL 514 and FS W-P-455A. Plates on finished walls shall be non-metallic or stainless steel. Plates on unfinished walls and on fittings shall be of zinc plated steel or case metal and shall have rounded corners and beveled edges.
- B. Non-Metallic: Plates shall be plain with beveled edges and shall be nylon or reinforced fiberglass.
- C. Stainless Steel: Plates shall be .040 inches thick with beveled edges and shall be manufactured from No. 430 alloy having a brushed or satin finish.
- D. Cast Metal: Plates shall be cast or malleable iron covers with gaskets so as to be moisture resistant or weatherproof.
- E. Blank Plates: Cover plates for future telephone outlets shall match adjacent device wall plates in appearance and construction.
- F. Weatherproof Plate: Cover plates in wet and damp locations shall have recessed in-use covers, Taymac or equal. Back box shall be suitable for the wall material where it is installed.
- G. Labeling: All switch and receptacle plates shall be labeled on the top portion of the plate with the panelboard and circuit number serving that device. Lettering shall be 3/16" minimum high, black color, on clear Mylar 3/8" tape. Manufactured by P-touch or equal.

### PART 3 – EXECUTION

#### 3.01 Installation of Wiring Devices:

- A. Interior Locations: In finished walls, install each device in a flush mounted box with washers as required to bring the device mounting strap level with the surface of the finished wall. On unfinished walls, surface mount boxes level and plumb.
- B. Mounting Heights: Adjust boxes so that the front edge of the box shall not be farther back from the finished wall plane than 1/4-inch. Adjust boxes so that they do not project beyond the finished wall. Height of device shall be as follows unless otherwise noted on the drawings:

1. Receptacles                      15 Inches from finished floor to bottom of box.
2. Toggle Switches                48 Inches from finished floor to top of box.

C. Receptacles:

1. Ground each receptacle using a grounding conductor, not a yoke or screw contact.
2. Install receptacles with connections spliced to the branch circuit wiring in such a way that removal of the receptacle will not disrupt neutral continuity and branch circuit power will not be lost to other receptacles in the same circuit.

3.02 Installation of Wall Plates:

- A. General - Plates shall match the style of the device and shall be plumb within 1/16-inch of the vertical or horizontal.
- B. Interior Locations, Finished Walls: Install non-metallic plates so that all four edges are in continuous contact with the finished wall surfaces. Plaster filling will not be permitted. Do not use oversized plates or sectional plates.
- C. Interior (not wet) Locations, Unfinished Walls: Install stainless steel or cast metal cover plates.
- D. Wet Locations: Install cast metal plates with gaskets on wiring devices in such a manner as to provide a rain tight weatherproof installation. Cover shall be [lockable] outdoor "in use" type.
- E. Future Locations: Install blanking cover plates on all unused outlets.

3.03 Tests:

A. Receptacles:

1. After installation of receptacles, energize circuits and test each receptacle to detect lack of ground continuity, reversed polarity, and open neutral condition.

END OF SECTION

**SECTION 262816**  
**CIRCUIT BREAKERS**

**PART 1 - GENERAL**

1.01 Description of Work:

- A. The work of this Section consists of providing circuit breakers as shown on the Drawings and as described herein.

1.02 Related Work: See the following Specification Sections for work related to the work in this Section.

- A. 260500        General Electrical Requirements
- B. 262413        Switchboards
- C. 262416        Panelboards and Distribution Panels

1.03 Submittals:

- A. Shop Drawings - Submittals shall be in accordance with Section 260500 and Division 01. For each circuit breaker furnished under this Contract, submit manufacturer's name, catalog data, and the following information:
  - 1. Terminal connection sizes.
  - 2. Voltage rating.
  - 3. Breaker manufacturer, types, trip ratings and interrupting ratings.
- B. Single Submittal - A single complete submittal is required for all products covered by this Section.
- C. Closeout Submittals: Submit in accordance with and Section 260500, operation and maintenance data for circuit breakers including nameplate data, parts lists, manufacturer's circuit breaker timer, current, coordination curves, factory and field test reports and recommended maintenance procedures.

**PART 2 - PRODUCTS**

2.01 Circuit Breaker: Each circuit breaker shall consist of the following:

- A. A molded case breaker with an over center toggle-type mechanism, providing quick-make, quick-break action. Each circuit breaker shall have a permanent trip unit containing individual thermal and magnetic trip elements in each pole. Multipole circuit breakers shall have variable magnetic trip elements which are set by a single adjustment to assure uniform tripping characteristics in each pole. Circuit breakers shall be of the bolt-on type unless otherwise noted.
- B. Breaker shall be calibrated for operation in an ambient temperature of 40°C.
- C. Each circuit breaker shall have trip indication by handle position and shall be trip-free.
- D. Three pole breakers shall be common trip.

- E. The circuit breakers shall be constructed to accommodate the supply connection at either end of the circuit breaker. Circuit breaker shall be suitable for mounting and operation in any position.
- F. Breakers shall be rated as shown on Drawings.
- G. Circuit breaker and/or Fuse/circuit breaker combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations for use in the end use equipment in which it is installed. Any series rated combination used shall be marked on the end use equipment per CEC section 110-22.
- H. Breakers shall be UL listed. Circuit breakers shall have removable lugs.
- I. Lugs shall be UL listed for copper and aluminum conductors.
- J. Breakers shall be UL listed for installation of mechanical screw type lugs.
- K. Circuit breakers serving HACR rated loads shall be HACR type. Circuit breakers serving other motor loads shall be motor rated.

### PART 3 - EXECUTION

#### 3.01 Mounting:

- A. The highest breaker operating handle shall not be higher than 72 inches above the floor.

END OF SECTION

## SECTION 263213

### STANDBY POWER GENERATOR SYSTEM

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS:

- A. The requirements of the General Conditions, Supplementary General Conditions and General Requirements apply to the work of this Section.

##### 1.02 DESCRIPTION OF WORK:

- A. Work included in this Section: Emergency Generator and Automatic transfer switch systems.
- B. Related work included in other Sections: All other Sections of Division 26.

##### 1.03 SUBMITTALS

- A. Engine.
- B. Generator.
- C. Automatic Transfer Switch.
- D. Schematic wiring diagrams.
- E. Dimension drawing for actual unit being provided.
- F. Remote annunciator panel.
- G. Submit heat rate, fuel consumption, and emissions data necessary to apply for and receive Authority to Construct and Permit to Operate from local City/County Unified Air Pollution Control District. Generator must include Best Available Control Technology (BACT) as determined by City/County Air Resource District.

##### 1.04 PRODUCT HANDLING:

- A. All material shall be carefully boxed, crated, or otherwise protected for shipment.
- B. Studs and exposed finished surfaces shall be thoroughly greased before shipment.
- C. Inlets and outlets shall be blanked off or plugged with metal caps or covers properly secured before shipment.

##### 1.05 WARRANTY:

- A. The complete standby electric power system, including engine-generator set, shall be warranted for a period of five (5) year or fifteen hundred (1500) operating hours, whichever occurs first, from the date of initial start-up. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. In the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

- B. The generator set manufacturer and its distributor shall maintain 24-hour parts and service organization. This organization shall be regularly engaged in a maintenance contract program to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions, adjustment to the generator, transfer switch, and switchgear controls as required, and certification in the owner's maintenance log of repairs made and proper functioning of all systems.

## PART 2 - PRODUCTS

### 2.01 EQUIPMENT:

- A. The propane generator set shall be (1) Kohler model 36CCL (or approved equal) with a 4P7BX generator (Tier 4) at Water Treatment Area and (1) Kohler model KG60 (or approved equal) with 4P8X generator (Tier 3) at Redwood Flat. It shall provide 36 kW, 36 kVA when operating at 120/240 volts, 3-phase, .8 power factor at Water Treatment Area and 57 kW, 57 kVA when operating at 120/240 volts, 1-phase, .8 power factor at Redwood Flat. The generator set shall be capable of this rating while operating in an ambient condition of 85°F (67.2°C) and 500 feet above sea level.
- B. The generator set shall be capable of starting motor loads of 180 kVA inrush, with a maximum voltage dip of 35%.
- C. Vibration isolators shall be provided between the engine-generator and heavy-duty steel base.
- D. The engine – generator shall be enclosed in a level 2 sound attenuated aluminum weatherproof enclosure.

### 2.02 ENGINE:

- A. The 300 cubic-inch-displacement engine shall deliver a minimum of 64.1 hp at a governed speed of 1800 rpm. The engine shall be equipped with the following:
  - 1. An isochronous governor capable of +/- 0.5% steady-state frequency regulation.
  - 2. 12 Volt positive engagement solenoid shift-starting motor.
  - 3. 37- Ampere minimum automatic battery charging alternator with solid-state voltage regulation.
  - 4. Positive displacement, full pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain.
  - 5. Dry-type replaceable air cleaner elements for normal applications.
- B. The naturally aspirated engine shall be fueled with natural vapor and be supplied with a unit-mounted electric solenoid fuel shut-off valve, flexible fuel line, and secondary fuel pressure regulator.
- C. The engine shall have a minimum of 6 cylinders, and be liquid-cooled by a unit-mounted radiator, blower fan, water pump, and thermostats. This system shall properly cool the engine with up to 0.5 inches H2O static pressure on the fan in an ambient temperature up to 122F/50C.

### 2.03 GENERATOR:

- A. The alternator shall be salient-pole, brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage

waveform. The insulation shall meet the NEMA standard (MG1-22.40 and 16.40) for Class H and be insulated with epoxy varnish to be fungus resistant per MIL 1-24092. Temperature rise of the rotor and stator shall be limited to NEMA Class F ratings. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 2% at any constant load from 0% to 100% of rating. The regulator must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operations; and be protected from the environment by conformal coating.

- B. The generator set shall meet the transient performance requirements of ISO 8528-5, level G-2.
- C. The generator shall be inherently capable of sustaining at least 250% of rated current for at least 10 seconds under a 3-phase symmetrical short circuit without the addition of separate current support devices.
- D. The generator, having a single maintenance-free bearing, shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.

#### 2.04 CONTROLLER:

- A. Set-mounted controller capable of facing right, left, or rear, shall be vibration isolated on the generator enclosure. The controller shall be capable of being remote-mounted. The microprocessor control board shall be moisture proof and capable of operation from -40°C to 85°C. Relays will only be acceptable in high-current circuits.
- B. Circuitry shall be of plug-in design for quick replacement. Controller shall be equipped to accept a plug-in device capable of allowing maintenance personnel to test controller performance without operating the engine. The controller shall include the following features:
  - 1. Fused DC circuit.
  - 2. Complete 2-wire start/stop control, which shall operate on closure of a remote contact.
  - 3. Speed sensing and a second independent starter motor disengagement systems shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage will not be acceptable for this purpose.
  - 4. The starting system shall be designed for restarting in the event of a false engine start, by permitting the engine to completely stop and then re-engage the starter.
  - 5. Cranking cyler with 15-second ON and OFF cranking periods.
  - 6. Overcrank protection designed to open the cranking circuit after 75 seconds if the engine fails to start.
  - 7. Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure, or overspeed are received.
  - 8. Engine cooldown timer factory set at 5 minutes to permit unloaded running of the standby set after transfer of the load to normal.
  - 9. 3-position (AUTOMATIC-OFF-TEST) selector switch. In the TEST position, the engine shall start and run regardless of the position of the remote starting contacts. In the Automatic position, the engine shall start when contacts in the remote control circuit close and stop 5 minutes after those contacts open. In the OFF position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in

case of an emergency. Reset of any fault shall also be accomplished by putting the switch to the OFF position.

10. Alarm horn with silencer switch per NFPA 110.

11. Standard indicating lights to signal the following shall be included:

- a. Not-in-Auto (flashing red)
- b. Overcrank (red)
- c. Emergency Stop (red)
- d. High Engine Temperature (red)
- e. Overspeed (red)
- f. Low Oil Pressure (red)
- g. Battery Charger Malfunction (red)
- h. Low Battery Voltage (red)
- i. Low Fuel (red)
- j. Auxiliary Prealarm (yellow)
- k. Auxiliary Fault (red)
- l. System Ready (green)

12. Test button for indicating lights.

13. Terminals shall be provided for each indicating light above, plus additional terminals for common fault and common prealarm.

#### 2.05 INSTRUMENT PANEL:

A. The instrument panel shall include the following:

1. Dual range voltmeter 3 ½-inch, +/- 2% accuracy.
2. Dual range ammeter 3 ½-inch, +/- 2% accuracy.
3. Voltmeter-ammeter phase selector switch.
4. Lights to indicate high or low meter scale.
5. Direct reading pointer-type frequency meter 3 ½-inch, 0.5% accuracy, 45 to 65 Hz scale.
6. Panel-illuminating lights.
7. Battery charging voltmeter.
8. Coolant temperature gauge.
9. Oil pressure gauge.
10. Running-time meter.
11. Voltage-adjust rheostat.

#### 2.06 ACCESSORIES:

- A. Line circuit breakers of 110 amperes, 110 amps sensor, 3 poles, 600 volt rated, UL molded case type, generator mounted at Water Treatment Area and 300 amperes, 300 amps sensor, 2 poles, 600 volt rated, UL molded case type, generator mounted at Redwood Flat.

- B. Engine block heater. Thermostatically controlled and sized to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA-110, Level 1.
- C. A resettable line current sensing circuit breaker with inverse time versus current response shall be furnished which protects the generator from damage due to its own high current capability. This breaker shall not trip within the 10 seconds specified above to allow selective tripping of down-stream fuses or circuit breakers under a fault condition. This breaker shall not automatically reset, preventing restoration of voltage if maintenance is being performed. A field current-sensing breaker will not be acceptable.
- D. Weather housings shall be constructed of rugged steel, cleaned, phosphated, and electrocoat painted inside and out with rust inhibiting primer and exterior coat of the manufacturer standard color. Side panels will be lockable and easily removed for servicing.
- E. Battery rack, and battery cables, capable of holding the manufacturer's recommended batteries, shall be supplied.
- F. 12-volt lead-antimony battery(ies) capable of delivering the manufacturer's recommended minimum cold-cranking Amps required at 0°F, per SAE Standard J-537, shall be supplied.
- G. 10-Ampere automatic float and equalize battery charger with +/- 1% constant voltage regulation from no load to full load over +/- 10% AC input line variation, current limited during engine cranking and short circuit conditions, temperature compensated for ambients from -40°C to +60°C, 5% accurate voltmeter and ammeter, fused, reverse polarity and transient protected.
- H. The engine exhaust silencer shall be coated to be temperature and rust resistance, rated for critical application. The silencer will reduce total engine exhaust noise by 25-35 dB(A).
- I. Gas-proof, seamless, stainless steel, flexible exhaust bellows with threaded NPT connection.
- J. Tow flexible fuel lines rated 300°F and 100 psi ending in pipe thread.
- K. Engine crankcase emission canister.

#### 2.07 AUTOMATIC TRANSFER SWITCH:

- A. The automatic transfer switches shall be 260 amp, 120/240 Volt, 3-pole, 3 phase, 4 wire, 65 KAIC at Water Treatment Area and (2) 260 amp, 120/240 Volt, 2-pole, 1 phase, 3 wire, 65 KAIC at Redwood Flat, and shall be arranged to close a pilot contact for remote starting of the standby plant three (3) seconds after a drop in voltage on any phase to 90% or less. The load circuits shall not be disconnected from the normal source during three (3) second time delay period When standby generator is delivering not less than 90% of rated voltage and frequency, load circuits shall be transferred. The transfer switch and all accessories shall be U.L. listed.
- B. Upon restoration of the normal source to not less than 95% of rated voltage and rated frequency, load circuits shall be transferred to normal source after a 10-30 minute time delay.
- C. Inspection and replacement of all main and separate arcing contacts (movable and stationary) shall be possible from the front of the switch without any disassembly of operating linkages or power conductors and without removal of the switch from the enclosure.
- D. Normal source and Phase voltage sensor/relays.
- E. A complete circuit diagram shall be attached to the inside of the cabinet door.

- F. A pilot light on the door of the enclosure to indicate transfer switch position.
- G. A key operated test switch on the door of the enclosure shall be provided to simulate a utility outage.
- H. Additional accessory features of minor changes as may be indicated on the Drawings.
- I. Minimum code compliance clearances about automatic transfer switch shall not be violated.
- J. Enclosure shall be weatherproof.

## PART 3 - EXECUTION

### 3.01 INSTALLATION:

- A. Installation: Emergency electric generating system, generator set, and all components shall be installed, including all connections, at locations and as indicated on drawings and wiring diagrams as specified herein, and in accordance with approved shop drawings, manufacturer's instructions, and manufacturer's standard specification and dimension sheets.
- B. Instructions: Drawings, and Operation Information: Two copies of complete instructions shall be supplied to Owner prior to final acceptance. Material shall be in booklet form and shall consist of operating and maintenance manuals, parts manuals, dimensional drawings, unit wiring diagrams and schematics, interconnection wiring diagrams, and schematics, interconnection wiring diagrams, and necessary information for proper operation, service, and maintenance of the equipment and major components supplied.
- C. Owner Orientation: A representative of the supplier shall meet with a representative of the Owner at the time of final acceptance tests and shall review the operation and parts books, correct starting and control methods, and recommended preventive maintenance procedures.

### 3.02 FIELD TESTS AFTER INSTALLATION:

- A. The complete installation shall be initially started and checked out for operational compliance by factory- trained representative of the manufacturer of the generator set and the automatic transfer switch. The engine lubrication oil and antifreeze, as recommended by the manufacturer for operation under environmental conditions specified, shall be provided by the supplier of the generator set. If transfer switches and generator sets are furnished by different manufacturers, technical representatives of both transfer switch and generator set manufacturers shall be present during the field tests to verify operational compliance.
- B. Tests
  1. Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
  2. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, generator strip heaters, remote annunciator, etc.
  3. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage and frequency, and phase rotation.

4. Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the test. Unit shall run for duration of all time delays prior to automatic shut down.
- C. Upon completion of initial start-up and system checkout, the supplier of the generator set shall perform a field test, with the Engineer notified in advance, to demonstrate load carrying capability, stability, voltage, and frequency.
- D. The generator set shall be run for six hours continuously connected via "Load bank". Records shall be maintained throughout this period to record water, temperature, oil pressure, ambient air temperature, voltage, current, frequency, kilowatts, and power factor. The above data shall be recorded at 15 minute intervals throughout the test. There shall be a 10 minute intervals throughout conclusion of the test to allow engine to cool before shutdown. Three copies of the field test data shall be furnished to the engineer. The Contractor shall make all necessary hook-ups to accomplish field tests and shall furnish all fuel necessary for field test and start up.

### 3.03 SPECIAL TOOLS

- A. Any special tools required for installation, adjustment or maintenance of the equipment shall be furnished with the equipment and their cost included in the price quoted.

## PART 4 - TESTING PROCEDURES

### Day 1 – (If required)

1. Tank Pressure testing
  - Onsite arrival by Kohler Service Technician
  - Walk around of Generator and equipment
    - Verify proper anchoring
    - Verify proper fuel plumbing from remote tank (no connections to tank are to be made)
    - Verify proper Vent Extensions
  - Remove all fittings from tank and reseal for pressure test
  - Fill main fuel tank with 3 psi of compressed air
  - Fill interstitial space with 2 psi compressed air
  - Check all fittings with soap water for leaks. If any leaks, repair air leak and retest until no leaks

### Day 2 –

2. Witnessed tank pressure test with Fire Marshal (If Required) Fire Marshal needs to be scheduled for 9am.
  - Arrival on site by Kohler Service Technician 8:00am
  - Tank will be pressurized by compressed air
    - Main tank 3 psi
    - Interstitial space 2 psi
  - Fire Marshal will inspect pressure gauges at start and at end of 1 hour test

- Tank Pressure test Complete and signed off
  - Kohler Service Technician will replum tank to factory standards
3. Start up and Commissioning
- Kohler Service Technician will inspect all components of generator
    - Factory Wiring
    - Hose clamps and fittings
    - Fluid levels
  - Kohler Service Technician will verify all wiring is complete
    - Correct feeder size cables to load
    - Correct communication wires
    - Verify load center panel has power and breakers are off in load center
    - Verify battery sizes and connect
  - Kohler Service Technician to complete programming
    - Connect to Generator control panel via Kohler Proprietary program
    - Calibrate Voltage and Amps
    - Check alarm set points and configure
  - Connect Portable Resistive Load bank to Load Bank Breaker
    - Complete 2 Hour Resistive load bank test
    - Readings captured every 15 minutes
      - Volts
      - Amps
      - PF
      - Frequency
      - Engine RPM
      - Battery Volts
  - Connect Monico communication Device to control panel and assist with programming
4. End User Training
- Orientation
    - Introductions and signup sheet. Meet at generator with proper paperwork for sign in
  - Demonstration
    - Warranty and service agreement information
    - System design description and component identification
    - Walk around the generator describing each major component and their function
    - Manual start up procedures of the generator
    - Operation of control panel keypad and operation of all user available functions.
    - Emergency shutdown.
    - System control operation and demo.
    - Remote annunciator operation and demo (if applicable)
    - Genlink demo with system operation (if applicable)
    - Load Bank operation and connection points (if applicable)
  - Troubleshooting
    - Generator fault reset
    - System failure reset
    - Generator lock out
    - Mechanical and electrical safety precautions

- Maintenance
  - Operation and maintenance procedures of the engine and generator.
  - Operation and maintenance procedures of the load bank (if applicable)
  - Spare part ID and part ordering procedures.

At the conclusion of the training, the generator will be put back into operation, the area cleaned, and all covers and guards put back into place.

If End User Training requires a 3<sup>rd</sup> Day, it will be a billable trip. Unless Energy Systems is responsible for the cause.

END OF SECTION

## PROPOSAL SECTION

### Contractor's Check-Off List:

1.	Complete <b>Bidder's Information Sheet</b> .....	1
2.	Complete <b>Bid Proposal Sheet</b> .....	4
3.	Complete <b>Acknowledgement of Site Visit Form</b> .....	6
4.	Check off for <b>Bidder's Security</b> (cash, cashier's check, certified check, or bidder's bond) .....	7
5.	Complete <b>Principal(s) and Title(s) Sheet</b> .....	9
6.	Complete <b>State Contractor's License No. and Department of Industrial Relations Registration No. Sheet</b> .....	10
7.	Complete <b>Subcontractor List Sheets</b> .....	11
8.	Complete <b>Certification of Intent Sheet</b> .....	16
9.	<b>Equal Employment Opportunity Sheets:</b>	
	i. Complete <b>Questionnaire for Bidder Sheet</b> .....	17
	ii. Complete <b>Contractor Report Form</b> .....	20
10.	Complete <b>Equal Benefits Compliance Declaration Form</b> .....	26
11.	Complete <b>Employee Jury Service Compliance Declaration Form</b> .....	30
12.	Complete <b>Non-Collusion Declaration Form</b> .....	32
13.	Complete <b>Certification of Bidder's Qualifications &amp; Experience Form</b> ...	33

**PROPOSAL TO THE COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

**MEMORIAL PARK  
ELECTRICAL IMPROVEMENTS PROJECT**

**WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P32P1  
PROJECT FILE NO. E5059**

NAME OF BIDDER: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_  
FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_  
EMAIL FOR OFFICIAL NOTIFICATIONS: \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the Special Provisions and Agreement annexed hereto, the project plans described below, and the Department of Transportation Standard Plans, Revised Standard Plans, Standard Specifications, Revised Standard Specifications, 2018 edition, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

**<https://www.smchealth.org/post/health-officer-statements-and-orders>**

**LOCATION OF WORK**

The work will be done in accordance with the Special Provisions and Agreement annexed hereto, and in accordance with the Standard Specifications of the County of

San Mateo.

The location and details of said work are further shown on the Plans titled  
**“Memorial Park Electrical Improvements Project,”**  
File E5059 in the Department of Public Works.

**TO THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the Plans and Specifications therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of San Mateo, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefor the following unit prices, to wit:

**PROPOSAL TO THE COUNTY OF SAN MATEO**

**MEMORIAL PARK  
ELECTRICAL IMPROVEMENTS PROJECT**

**WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

<b>Item No.</b>	<b>Item Description</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Price (In Figures)</b>	<b>Total (In Figures)</b>
1	Mobilization	11	1	LS	\$	\$
2	Maintaining Traffic	12	1	LS	\$	\$
3	Water Pollution Control	13	1	LS	\$	\$
4	Construction Waste Management	14	1	LS	\$	\$
5	Potholing and Utility Locating	15	6	EA	\$	\$
6	Clearing and Grubbing	17	1	LS	\$	\$
7	Tree Removal	17-1	1	EA	\$	\$
8	Temporary Silt Fence	21-1	190	LF	\$	\$
9	Erosion and Sediment Control	21-2	1	LS	\$	\$
10	1" Steel Gas Line	30	10	LF	\$	\$
11	1.5" Steel Gas Line	30	60	LF	\$	\$
12	250 Gallon Propane Tank and Pad	40	1	LS	\$	\$
13	500 Gallon Propane Tank and Pad	40	1	LS	\$	\$
14	Concrete Pads for Generators	51, 52	2	EA	\$	\$

Item No.	Item Description	Section No.	Estimated Quantity	Unit of Measure	Item Price (In Figures)	Total (In Figures)
15	Reinforcing Steel	52	330	LB	\$	\$
16	Generator Installation (Owner-Furnished Equipment)	60	2	EA	\$	\$
17	Construction Staking	100	1	LS	\$	\$
18	Tree Protection	102	12	EA	\$	\$
19	Chain Link Fence	104-1	110	LF	\$	\$
20	Temporary Fencing	104-2	190	LF	\$	\$
21	Electrical Improvements	200	1	LS	\$	\$
<b>TOTAL</b>						\$

Notes: (F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

**ACKNOWLEDGEMENT OF SITE VISIT**

I hereby acknowledge that a representative or representatives from our firm has/have visited the site as required for acceptance of bid for the project “**Memorial Park Electrical Improvements Project**”. Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

---

 Name of Firm

---

 Name(s) of Visiting Representative(s)  
(Please Print)

---

 Job Title

---

 Date of Visit

Acknowledged by,

---

 Name (Please Print)

---

 Job Title

---

 Signature

---

 Date Signed

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit

basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- Cash
- A Cashier's Check (made payable to the "County of San Mateo")
- A Certified Check (made payable to the "County of San Mateo")
- A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo") in the amount equal to at least ten percent (10%) of the total bid.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

**PROVISIONS OF LABOR CODE**

The Contractor shall be required to comply with all the payroll and apprenticeship provisions of Chapter 1, Division 2, Section 1776 and 1777.5 of the California Labor Code.

**BIDDER'S FINANCIAL RESPONSIBILITY  
TECHNICAL ABILITY & EXPERIENCE**

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

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

(Name of Corporation, Co-partnership, Individual)	
(Name and Title)	(Name and Title)
(Name and Title)	(Name and Title)
(Authorized Signature of Bidder)	(Authorized Signature of Bidder)

**\*(NOTICE:** If the Bidder is a corporation, the legal name of the corporation and the names of the president, secretary, treasurer, and manager thereof shall be set forth together with the signature of the officer or officers authorized to sign Contracts in behalf of the corporation; if the Bidder is a co-partnership, the true name of the firm and the names of the principal partners shall be set forth together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and, if the Bidder is an individual, his full name shall be set forth and his signature shall be as the authorized officer. If the signature is by an agent, other than by an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.)

Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents.

The undersigned is licensed by the Contractor's State License Board of the State of California to perform the work hereinafter described, which State Contractor's License No. is:

**State Contractor's License No.:** \_\_\_\_\_  
**(Expires: \_\_\_\_\_)**

Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**Department of Industrial Relations Registration No.:** \_\_\_\_\_  
**(Expires: \_\_\_\_\_)**

LICENSEE: \_\_\_\_\_  
(Please print)

ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

\_\_\_\_\_  
Date of Proposal

\_\_\_\_\_  
Signature

**SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address and telephone number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 5-1.13, "Subcontracting", of the Standard Specifications.

**SUBCONTRACTORS**

- |    |  |  |
|----|--|--|
| 1. | Name: _____<br>Address: _____<br>Tel: (____) _____<br>License No.: _____<br>Department of Industrial Relations Registration No.: _____ | Item No(s). _____<br>Dollar Amount: \$ _____<br>Percent of Total Bid: _____% |
| 2. | Name: _____<br>Address: _____<br>Tel: (____) _____<br>License No.: _____<br>Department of Industrial Relations Registration No.: _____ | Item No(s). _____<br>Dollar Amount: \$ _____<br>Percent of Total Bid: _____% |
| 3. | Name: _____<br>Address: _____<br>Tel: (____) _____<br>License No.: _____<br>Department of Industrial Relations Registration No.: _____ | Item No(s). _____<br>Dollar Amount: \$ _____<br>Percent of Total Bid: _____% |
| 4. | Name: _____<br>Address: _____<br>Tel: (____) _____<br>License No.: _____<br>Department of Industrial Relations Registration No.: _____ | Item No(s). _____<br>Dollar Amount: \$ _____<br>Percent of Total Bid: _____% |

**SUBCONTRACTORS**

(Continued)

5. Name: \_\_\_\_\_ Item No(s). \_\_\_\_\_  
 Address: \_\_\_\_\_ Dollar Amount: \$ \_\_\_\_\_  
 Tel: (\_\_\_\_) \_\_\_\_\_ Percent of Total Bid: \_\_\_\_\_ %  
 License No.: \_\_\_\_\_  
 Department of Industrial Relations Registration No.: \_\_\_\_\_
6. Name: \_\_\_\_\_ Item No(s). \_\_\_\_\_  
 Address: \_\_\_\_\_ Dollar Amount: \$ \_\_\_\_\_  
 Tel: (\_\_\_\_) \_\_\_\_\_ Percent of Total Bid: \_\_\_\_\_ %  
 License No.: \_\_\_\_\_  
 Department of Industrial Relations Registration No.: \_\_\_\_\_
7. Name: \_\_\_\_\_ Item No(s). \_\_\_\_\_  
 Address: \_\_\_\_\_ Dollar Amount: \$ \_\_\_\_\_  
 Tel: (\_\_\_\_) \_\_\_\_\_ Percent of Total Bid: \_\_\_\_\_ %  
 License No.: \_\_\_\_\_  
 Department of Industrial Relations Registration No.: \_\_\_\_\_
8. Name: \_\_\_\_\_ Item No(s). \_\_\_\_\_  
 Address: \_\_\_\_\_ Dollar Amount: \$ \_\_\_\_\_  
 Tel: (\_\_\_\_) \_\_\_\_\_ Percent of Total Bid: \_\_\_\_\_ %  
 License No.: \_\_\_\_\_  
 Department of Industrial Relations Registration No.: \_\_\_\_\_
9. Name: \_\_\_\_\_ Item No(s). \_\_\_\_\_  
 Address: \_\_\_\_\_ Dollar Amount: \$ \_\_\_\_\_  
 Tel: (\_\_\_\_) \_\_\_\_\_ Percent of Total Bid: \_\_\_\_\_ %  
 License No.: \_\_\_\_\_  
 Department of Industrial Relations Registration No.: \_\_\_\_\_

**SAN MATEO COUNTY  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACT COMPLIANCE PROGRAM**

The purpose of the **Contract Compliance Program** is two-fold:

1. **To prohibit and eliminate employment discrimination; and**
2. **To further the opportunities for minority persons to be gainfully employed in County construction contracts.**

The program requires equal employment opportunity efforts by Contractors to employ minority workers on the County's construction projects. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. The Contractor will take equal employment opportunity actions to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex; with the goal that the ethnic composition of the Contractor's work force will approximate the ethnic composition of the population of San Mateo County. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training.

The **San Mateo County Equal Employment Opportunity Program** requires the Contractor to make two certifications. The first assures compliance with laws prohibiting discrimination. The second concerns the intent to develop and implement an equal employment opportunity program.

The Contractor is further required to:

1. Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement: "**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;
2. Permit access by County and State compliance officials to his employment records; and
3. File monthly reports on prescribed forms:
  - A. **Monthly Manpower-Utilization Report**

- B. **Weekly payroll Form WH-347** (which form can be found on the U.S. Department of Labor, Wage & Hour Division website, which website is addressed as <http://www.dir.ca.gov/dlsr/PWD/Northern.html>)
- C. **Statement of Compliance** (which form is on the back of payroll form WH-347 or separate form WH-348, as requested by the County's contract compliance representative)
- D. Assign an equal opportunity officer full time or as additional duty.

Union employees are to be recruited according to applicable labor agreements. If non-union employees are recruited for the project, the Contractor shall make use of minority-oriented news media and referral sources. The Contractor shall inform all subcontractors hired by him on the project(s) of their obligations under this program; and Contractor **will be responsible for the compliance with these regulations by his subcontractors.**

For failure to comply with the non-discrimination section, the Contractor is subject to a penalty of **two percent (2%) of the total amount payable for each working day during which he was found to be in non-compliance, or the cancellation of the contract in part or whole.**

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 5<sup>th</sup> Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE  
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

**CERTIFICATION OF INTENT**

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

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**Signature and Title of Authorized Representative or Bidder**

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Date

**SAN MATEO COUNTY  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**QUESTIONNAIRE FOR BIDDER**

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID.

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PROJECT: Memorial Park Electrical Improvements Project\_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_)\_\_\_\_\_ DATE OF SUBMITTAL: \_\_\_\_\_

OFFICIAL FOR COMPANY: \_\_\_\_\_

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1. \_\_\_\_\_ Yes \_\_\_\_\_ No      Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.50** of the San Mateo County Ordinance Code?

2. \_\_\_\_\_ Yes \_\_\_\_\_ No      Does your employment advertising state that you are an Equal Opportunity Employer?

3. \_\_\_\_\_ Yes \_\_\_\_\_ No      Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?

4. \_\_\_\_\_ Yes \_\_\_\_\_ No      Were any employees hired by means other than the union hiring hall in the past year?

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

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6. How many apprentices do you employ? \_\_\_\_\_  
How many of these are minorities? \_\_\_\_\_

7. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

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8. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups \_\_\_\_\_

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9. What percentage of your work force is covered by union agreement? \_\_\_\_\_

10. \_\_\_\_\_ Yes \_\_\_\_\_ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. \_\_\_\_\_ Yes \_\_\_\_\_ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

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If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM  
(To Be Submitted with Original Bid)**

PROJECT: Memorial Park Electrical Improvements Project\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REPORT: \_\_\_\_\_

**RACIAL/ETHNIC MAKEUP OF THE COMPANY**

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total (All Employee s)	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispani c or Latino (1)	Other (2)	Unidentifie d (3)
<b>Total (s)</b>										

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.  
 (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.  
 (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**SECTION III-A. GENERAL EQUAL EMPLOYMENT  
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

**EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026****CHAPTER 2.84**ORDINANCE NO     04026    

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

**Chapter 2.84 CONTRACTS – EQUAL BENEFITS****2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.  
(Ord. 4324, 08/15/06)

#### **2.84.020 Discrimination in the provision of benefits prohibited.**

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

#### **2.84.030 Application of Chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

#### **2.84.040 Powers and duties of the County Manager.**

The County Executive office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
  2. Contractual remedies, including, but not limited to termination of contract.
  3. Liquidated damages in the amount of \$2,500.

- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

**2.84.050 Date of Application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

**Section 2. Severability** – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**  
 (To Be Submitted with Proposal)

**I Vendor Identification**

Name of Contractor: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**II Employees**

Does the Contractor have any employees? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Does the Contractor provide benefits to spouses of employees? \_\_\_\_\_ Yes \_\_\_\_\_  
 \_\_\_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV. \*

**III Equal Benefits Compliance (Check One)**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.84, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before July 1, 2001. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*  
 The Contractor is under a collective bargaining agreement which began **on or before July 1, 2001** and expires on \_\_\_\_\_ (date). (Section 2.84.050)

**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Contractor Tax Identification Number

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269  
**CHAPTER 2.85**

ORDINANCE NO     04269    

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2,  
 ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS  
 TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,  
**ORDAINS** as follows:

**Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE**

**2.85.010 Definitions**

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

**2.85.020 Contractor jury service policy**

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
  - (1) Award of a contract or amendment is necessary to respond to an emergency;
  - (2) The contractor is a sole source;
  - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

### **2.85.030 Powers and duties of the County Manager**

The County Executive office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
  - (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;

- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

**2.85.040 Date of Application**

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

**COUNTY OF SAN MATEO**  
**Employee Jury Service Compliance Declaration Form**  
 (To Be Submitted with Proposal)

**I Vendor Identification**

Name of Contractor: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**II Employees**

Does the Contractor have any employees? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 \*If the answer to the above is no, please skip to Section IV. \*

**III Contractor Employee Jury Service Compliance (Check One)**

- Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before September 1, 2005. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*

The Contractor is under a collective bargaining agreement which began **on or before September 1, 2005** and expires on \_\_\_\_\_ (date). (Section 2.85.040)

**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, \_\_\_\_\_.  
 (City) (State)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Contractor Tax Identification Number



**NON-COLLUSION DECLARATION FORM****THIS FORM SHALL BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

“Contractor”

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

## CERTIFICATION OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

(To Be Submitted With Proposal)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the project which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

### A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 4 is "yes", or if the answer to question 5 is "no", the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Has your contractor's license been revoked at any time in the last five (5) years?  
 Yes             No
  
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
 Yes             No
  
3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
 Yes             No
  
4. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?  
 Yes             No
  
5. The Bidder has been engaged in the contracting business, under the present business name for at least 5 years and has experience in work of a nature similar to this project?

Yes       No

**B. COMPANY EXPERIENCE**

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

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For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least one project that involved Installation of a backup generator within the last five (5) years”.

Any projects listed below which are not as defined above will not be considered by the County of San Mateo in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work when acting as a general contractor or ten percent (10%) of the Work when acting as a subcontractor on each of the projects listed below. The County of San Mateo considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1.      **Project Name & Description:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Owner:** \_\_\_\_\_
- General Contractor or Subcontractor for Project:** \_\_\_\_\_
- Work Performed:** \_\_\_\_\_
- Total Construction Cost: \$** \_\_\_\_\_
- Dollar Amount of Bidder’s Work: \$** \_\_\_\_\_
- Construction Time:** \_\_\_\_\_ **Calendar Days**
- Owner’s Representative:** \_\_\_\_\_
- Owner’s Telephone No.:** \_\_\_\_\_

- Date of Substantial Completion:** \_\_\_\_\_
2. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Owner:** \_\_\_\_\_
- General Contractor or Subcontractor for Project:** \_\_\_\_\_
- Work Performed:** \_\_\_\_\_
- Total Construction Cost: \$** \_\_\_\_\_
- Dollar Amount of Bidder's Work: \$** \_\_\_\_\_
- Construction Time:** \_\_\_\_\_ **Calendar Days**
- Owner's Representative:** \_\_\_\_\_
- Owner's Telephone No.:** \_\_\_\_\_
- Date of Substantial Completion:** \_\_\_\_\_
3. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Owner:** \_\_\_\_\_
- General Contractor or Subcontractor for Project:** \_\_\_\_\_
- Work Performed:** \_\_\_\_\_
- Total Construction Cost: \$** \_\_\_\_\_
- Dollar Amount of Bidder's Work: \$** \_\_\_\_\_
- Construction Time:** \_\_\_\_\_ **Calendar Days**
- Owner's Representative:** \_\_\_\_\_
- Owner's Telephone No.:** \_\_\_\_\_
- Date of Substantial Completion:** \_\_\_\_\_
4. **Project Name & Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Owner:** \_\_\_\_\_

**General Contractor or Subcontractor for Project:** \_\_\_\_\_

**Work Performed:** \_\_\_\_\_

**Total Construction Cost: \$** \_\_\_\_\_

**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_

**Construction Time:** \_\_\_\_\_ **Calendar Days**

**Owner's Representative:** \_\_\_\_\_

**Owner's Telephone No.:** \_\_\_\_\_

**Date of Substantial Completion:** \_\_\_\_\_

**The undersigned hereby states that all representations regarding the Bidder's Company Experience are correct and true.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signatory

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and \_\_\_\_\_, hereinafter called the "Contractor,"

### W I T N E S S E T H:

**THAT**, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. **Services to be performed by Contractor:** The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Public Works of the County of San Mateo, hereinafter called "Engineer," for the project

**MEMORIAL PARK  
ELECTRICAL IMPROVEMENTS PROJECT  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P32P1  
PROJECT FILE NO. E5059**

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

II. **Payments:** The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated \_\_\_\_\_, 2022, on file in the office of the Director of Public Works of the County of San Mateo and by

reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

**III. Term:** Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

**SIXTY (60) WORKING DAYS**

from the date of commencement of the work, which commencement shall be within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Engineer.

**IV. Termination:** This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the

Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

**V. Relationship of Parties:** Contractor agrees and understands that the work/services performed under this Agreement are performed as independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**VI. Merger Clause:** This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, 2018 edition, and are on file with the County Executive/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**VII. Surety Bonds:** The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

**VIII. Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

**A. Worker's Compensation and Employer's Liability Insurance**

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what

are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, and its officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, and its officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or its officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

**Such statements, mentioned above, shall be included on a separate endorsement to be submitted to the County with the Certificate of Insurance.**

**Such insurance shall include:**

- 1) Comprehensive General Liability ..... \$1,000,000**
- 2) Motor Vehicle Liability Insurance ..... \$1,000,000**

**C.** In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or subcontractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

**D.** Hold Harmless

The Contractor's attention is directed to Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or

division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo.

The provisions of Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or
3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
4. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth in Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

#### **E. Compensation**

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at Contractor's own expense and County shall not compensate Contractor for said insurance expenses other than as they are

included in the Contract prices the County pays for the various items of work.

**F.** Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

**IX. Prevailing Wages:** Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**X. California Labor Code:** The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California limiting the hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor

Code and as set forth in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1776 and 1777.5 of the California Labor Code.

**XI. Non-Discrimination and Other Requirements:**

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance:

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited

to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Executive the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded.

Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive, including but not limited to:

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation; and/or
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive.

To effectuate the provisions of this paragraph, the County Executive shall have the authority to:

- i) Examine Contractor's employment records with respect to compliance with this paragraph;
- ii) Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Executive the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

*Compliance with Equal Benefits Ordinance.* With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

**XII. Compliance with County Employee Jury Service Ordinance:**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**XIII. Termination of Agreement:** The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to

contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

**XIV. Compliance with Laws:** The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo 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.

Controlling Law: The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**XV. Contract Assignability:** Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

**XVI. COVID-19:** This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

Although this Project is proceeding as an Essential Infrastructure Project as determined by the County Board of Supervisors/County Executive, this determination could change in the future based on Health Orders issued by the San Mateo County Health Officer or State of California, or future determinations of the County Board of Supervisors/County Executive. Should future Health Orders or the County Board of Supervisors/County Executive directives preclude the Project from proceeding as scheduled, the County reserves the right to:

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**
- The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Executive.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

**<https://www.smchealth.org/post/health-officer-statements-and-orders>**

**XVII. Contract Materials:** The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators,

successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**XVIII. Retention of Records, Right to Monitor and Audit:**

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**XIX. Notices:** Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County, to:**

Ann M. Stillman, Interim Director of Public Works  
 County of San Mateo  
 555 County Center, 5<sup>th</sup> Floor  
 Redwood City, CA 94063-1665  
 Facsimile: 650-361-8220  
 Email: [astillman@smcgov.org](mailto:astillman@smcgov.org)

**In the case of Contractor, to:**

(Contractor Name)  
 (Contractor Address)  
 (City, State Zip)  
 Facsimile:  
 Email:

**XX. Contract Amount and Change Orders:**

**A. Contract Amount**

The amount payable to Contractor under the terms of this agreement is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**B. Change Orders**

The Board of Supervisors has authorized the Director of Public Works to execute change orders to modify the scope of work provided under this agreement, and to increase the County's maximum fiscal obligation to correspond to those changes. The Board of Supervisors has directed that in the event of change orders, the County's maximum fiscal obligation shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). Any payments in excess of the amount authorized by the Board of Supervisors will require additional approval of the Board of Supervisors.

**XXI. Proprietary Rights and Confidentiality:** The requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

**XXII. Electronic Signature:** Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic and Facsimile Signatures Administrative Memo (B-29). Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**IN WITNESS WHEREOF**, the parties to these presents have hereunto set their hands the year and date first above written.

**“County”**

COUNTY OF SAN MATEO  
State of California

BY: \_\_\_\_\_  
**President, Board of Supervisors  
County of San Mateo**

ATTEST:

\_\_\_\_\_  
Michael Callagy, County Executive/  
Clerk of the Board of Supervisors

**“Contractor”**

\_\_\_\_\_  
Name of Contractor

BY: \_\_\_\_\_  
(Authorized Signature and Seal of Bidder)