

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

JOB ORDER CONTRACT FOR  
ENGINEERING, CONSTRUCTION, ROADS AND UTILITIES  
PROJECT NO. JOC-2322  
PROJECT NO. JOC-2323  
PROJECT NO. JOC-2324

WITH WORK  
IN SAN MATEO COUNTY

APPROVED: \_\_\_\_\_ February 10 \_\_\_\_\_, 2023



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

\*\*\*\*\*

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

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**COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

**NOTICE TO CONTRACTORS**

**NOTICE IS HEREBY GIVEN**, that

Sealed bids will be received at the office of the County Executive Office/Clerk of the Board of Supervisors, Hall of Justice and Records, 400 County Center, Redwood City, California, 94063 until the hour of

**2:30 PM, Thursday, March 2, 2023**

which all bids will then be transmitted to the Hall of Justice and Records, where the bids will be publicly opened and read aloud for the following projects in accordance with the specifications therefore and to which special reference is made as follows:

**JOB ORDER CONTRACT FOR  
ENGINEERING, CONSTRUCTION, ROADS AND UTILITIES  
PROJECT NO. JOC-2322  
PROJECT NO. JOC-2323  
PROJECT NO. JOC-2324**

**WITH WORK THERETO  
IN SAN MATEO COUNTY**

Bids are required for the entire work described herein.

This Job Order Contract is a competitively bid, firm fixed priced, indefinite quantity contract which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. It is placed with the "Contractor" for the accomplishment of general engineering work, repair, maintenance, rehabilitation, demolition and construction of infrastructure, or other real property.

The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. Three (3) Contracts will be individually awarded to the three (3) lowest,

responsive, responsible bidders.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner. The County will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed within a **designated area of the County**. However, if the need arises, the County reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the County.

The Maximum Contract Value for each Job Order Contract is **\$5,000,000**. The Contractors will not be issued Job Orders which in total exceed the Maximum Contract Value. The County does not guarantee the Contractors will receive this volume of Work. There is no Minimum Contract Value. The County may award contracts to other contractors for the same or similar Work during the term of these Job Order Contracts.

The term of the Job Order Contract will be either for one (1) year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued but not necessarily completed within one (1) calendar year of the commencement date of the Contract. All Job Orders issued during the term of

this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

There are two Adjustment Factors for this Contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. The Normal Working Hours Adjustment Factor is for work performed between 8:00 AM and 5:00 PM, Monday thru Friday. Other than Normal Working Hours is for work performed outside of Normal Working Hours including all day Saturday, Sunday and County Holidays. The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

**Bidders are 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. **Complete and sign the following Plan Holder's Affidavit by using the link below and you will receive a separate links for downloading an electronic copy of the Construction Task Catalogs® and Specifications for these Job Order Contracts for Engineering, Construction, Roads and Utilities Project No. JOC-2322, Project No. JOC-2323, and Project No. JOC-2324, including forms of proposal and Contract.**

<https://www.smcgov.org/publicworks/JOCPlanHoldersAffidavitForm>

**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.**

- b. If Construction Task Catalogs® and Specifications for these Job Order Contracts for Engineering, Construction, Roads and Utilities Project No. JOC-2322, Project No. JOC-2323, and Project No. JOC-2324 are obtained through a source other than those outlined in 1a above, complete and sign the following Plan Holder’s Affidavit and return to the County by either PDF via email to [jschabowski@smcgov.org](mailto:jschabowski@smcgov.org) and [wng@smcgov.org](mailto:wng@smcgov.org) or by fax at (650) 361-8220. 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.

<b>Plan Holder’s Affidavit</b>	
<b>Project Title</b>	<b>Job Order Contracts for Engineering, Construction, Roads and Utilities Project No. JOC-2322, Project No. JOC-2323, and Project No. JOC-2324</b>
<b>Project No.</b>	<u>RU008</u> <b>Project Engineer:</b> <u>John Schabowski</u>
	<b>Project Manager:</b> <u>Wency Ng</u>
<b>Bid Open Date and Time:</b>	<u>2:30 p.m., Thursday, March 2, 2023</u>
<b>Company Name:</b>	_____
<b>Mailing Address:</b>	_____
<b>Phone Number:</b>	_____ <b>Fax Number:</b> _____
<b>E-mail Address:</b>	_____
(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 [jschabowski@smcgov.org](mailto:jschabowski@smcgov.org) and [wng@smcgov.org](mailto:wng@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) The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and eGordian® JOC Applications, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

The Public Works website will be updated as needed and can be accessed under the Departments tab found on the County of San Mateo website ([www.smcgov.org](http://www.smcgov.org)).

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.

An Initial Payment Bond and Performance Bond in the amount of \$500,000 each is required as security for the payment of all persons performing and furnishing materials in connection with this Contract. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Payment and Performance Bonds in increments of \$500,000 will be required such that the amount of the Payment and Performance Bonds are not less than one hundred percent (100%) of

the outstanding aggregate Job Orders issued, which bonds shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment and Performance Bonds.

An outstanding Job Order shall be considered as any Job Order issued under this contract for which a Notice of Completion has not yet been filed.

“Payment” and “Performance” Surety Bonds have been approved as to form by County Attorney, of which samples of same are attached as Appendix C in the Special Provisions.

Pursuant to Section 1773 of the Labor Code, prevailing wage rates in the County have been established by the California Department of Industrial Relations, and copies are available in the office of the Director of Public Works. Said prevailing wage rates shall be made available to any interested party on request, and the successful Bidder shall post a copy of the wage rates at the job site.

**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 Job Order Contract 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 Job Order 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 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 County of San Mateo Department of Public Works, Equal Employment Opportunity Program, 555 County Center, 5<sup>th</sup> Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

Additional technical questions should be directed to the office of the Director of Public Works, 555 County Center, 5<sup>th</sup> Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100 or email John Schabowski (jschabowski@smcgov.org) or Wency Ng (wng@smcgov.org).

The Contractor shall possess a valid 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 a virtual mandatory informational pre-bid conference will occur on February 23, 2023 at 11:00 AM. The following link shall be used to join the meeting:**

**<https://gordian.zoom.us/j/84690515348?pwd=MWl2eERTWXlqY2RwRTYvVFhGeUxCQT09>**

**Meeting ID: 846 9051 5348**

**Passcode: 874243**

**One tap mobile**

**+16694449171,,84690515348#,,,,\*874243# US**

**+16699006833,,84690515348#,,,,\*874243# US (San Jose)**

**Dial by your location**

**+1 669 444 9171 US**

**+1 669 900 6833 US (San Jose)**

**+1 253 205 0468 US**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 719 359 4580 US**

**+1 305 224 1968 US**

**+1 309 205 3325 US**

**+1 312 626 6799 US (Chicago)**

+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 931 3860 US  
+1 689 278 1000 US  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)

Meeting ID: 846 9051 5348

Passcode: 874243

Find your local number: <https://gordian.zoom.us/j/84690515348>

**The Contractor is required to participate in this meeting to ensure they have a full and clear understanding of the Job Order Contracting process prior to bidding.**

Bidders shall submit a single bid for all three of the contracts, however only one contract may be awarded to any bidder.

The apparent three (3) lowest responsive and responsible bidders may be individually awarded a JOC contract; and each responsive and responsible bidder being awarded a contract being excluded from consideration for each successive contract.

The County of San Mateo may award up to three individual contracts but reserves the right to reject any and all bids, alternate bids, or unit prices and waive any irregularities in any bid received.

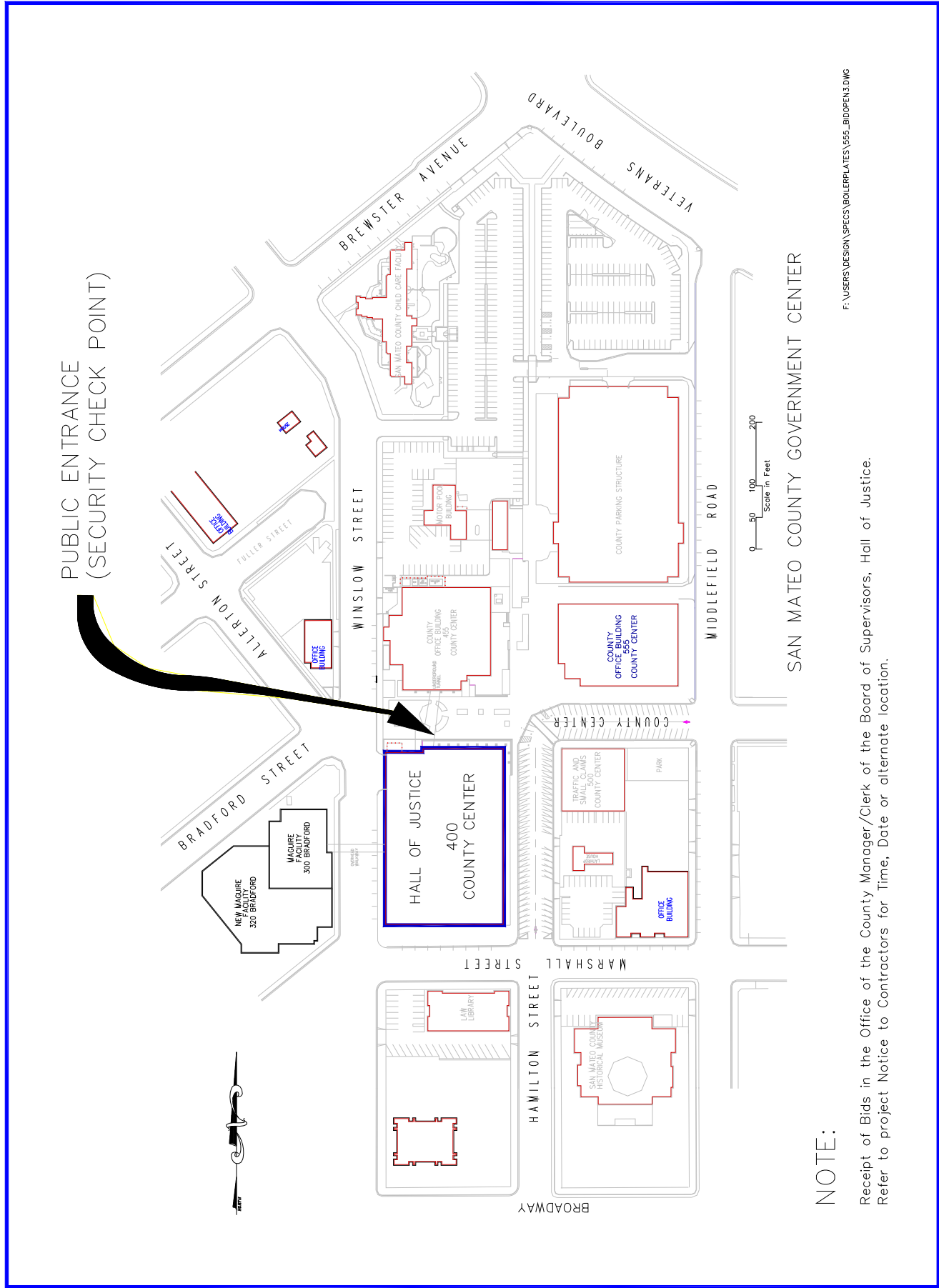
Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

DATE: February 14, 2023

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



PUBLIC ENTRANCE  
(SECURITY CHECK POINT)

SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

Receipt of Bids in the Office of the County Manager/Clerk of the Board of Supervisors, Hall of Justice.  
Refer to project Notice to Contractors for Time, Date or alternate location.

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**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
FOR**

**JOB ORDER CONTRACT FOR  
ENGINEERING, CONSTRUCTION, ROADS AND UTILITIES  
PROJECT NO. JOC-2322  
PROJECT NO. JOC-2323  
PROJECT NO. JOC-2324**

**WITH WORK  
IN SAN MATEO COUNTY**

**DATE: FEBRUARY 10, 2023**

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## **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.

#### 1-1. Definitions

#### **ACCEPTANCE**

The formal written acceptance by the County of all work performed pursuant to an individual Job Order which has been completed in all respects in accordance with the Detailed Scope of Work, and any modifications thereof previously approved.

#### **ADJUSTMENT FACTOR**

The Contractor's competitively bid price adjustment to the Unit Prices published in the Construction Task Catalog®. Adjustment Factors are expressed as a multiplicative increase or decrease from the published Unit Prices in the Construction Task Catalog®.

#### **AWARD CRITERIA FIGURE**

The sum of the weighted Adjustment Factors, used to determine the low

bid, as determined on the basis of the Award Criteria Figure Formula provided in the Proposal Form for this Job Order Contract.

## **CONTRACT**

Synonymous with “Contract Documents and “Job Order Contract”, the term “Contract” means the written agreement covering the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. The contract shall include but is not limited to: the notice to contractors, including any addenda, the proposal, these Special Provisions, Job Orders, the Plans, specifications, Construction Task Catalog®, Technical Specifications and contract bonds; also, any and all Supplemental Job Orders amending or extending the Job Order Work contemplated and which may be required to complete the Job Order Work in a substantial and acceptable manner. Supplemental Job Orders are agreements covering alterations, amendments, or extensions to the contract.

## **CONSTRUCTION TASK CATALOG®**

A comprehensive listing of specific construction related tasks for the repair, maintenance, rehabilitation, demolition and/or construction of infrastructures, or related tasks, together with a specific unit of measurement and a published Unit Price.

## **DETAILED SCOPE OF WORK**

A document setting forth the complete description of services to be provided by the Contractor pursuant to issuance of an individual Job Order. The Detailed Scope of Work shall include documentation for a given project. Documentation may include a narrative description of the Work, partial design documents, or full design documents, depending on the complexity of the specific project.

## **JOB ORDER**

A document issued and signed by the County that describes Work to be accomplished. The County has sole discretion to determine the number and

scope of Job Orders issued. Each Job Order will include a Detailed Scope of Work referring to any Plans and specifications, a firm fixed Job Order Price, a time duration for the completion of the Work, and any special conditions that might apply to that specific Job Order, such as Liquidated Damages. A project may consist of one or more Job Orders.

### **JOB ORDER CONTRACT**

A competitively bid, indefinite quantity contract for accomplishing the repair, maintenance, rehabilitation, demolition and/or construction of infrastructures, and related services. Work is accomplished through the issuance of individual Job Orders. Synonymous with "Contract".

### **JOB ORDER NOTICE TO PROCEED**

Written notice issued by the County to Contractor authorizing Contractor to proceed with each Job Order and specifying the first day charged to the Job Order.

### **JOB ORDER PLANS**

The graphic and pictorial portions of the Job Order as defined in the Detailed Scope of Work, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with "Drawings", "Contract Drawings", "Project Plans," and "Plans".

### **JOB ORDER PRICE PROPOSAL**

A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

### **JOB ORDER PROPOSAL**

The documents prepared by the Contractor upon receipt of a Request For Proposal stating a firm fixed price to perform a specific Detailed Scope of Work.

The Job Order Proposal includes shop drawings and sketches, permits and submittals as necessary, a detailed Job Order Price Proposal comprised of line items from the Construction Task Catalog®, supporting documentation for any Non Pre-priced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the County prior to the issuance of a Job Order.

### **JOB ORDER SPECIFICATIONS**

Description of the manner of performing the Work, the quantities, qualities and types of materials to be furnished. (Also referred to as Specifications)

### **JOB ORDER PRICE**

The compensation sum stated in the approved Job Order Price Proposal including authorized adjustments by Supplemental Job Order, which is the total amount payable by the County to the Contractor for the performance of the Work of the Job Order pursuant to the Contract Documents.

### **JOB ORDER COMPLETION TIME(S)**

Unless otherwise provided, the Job Order Completion Time is the period of time, including authorized adjustments, identified in the Contract Documents for Completion of the Job Order or a designated portion of the Job Order.

### **JOINT SCOPE MEETING**

Meeting at the project site attended by the County and the Contractor to jointly scope the Work before the Detailed Scope of Work is finalized.

### **MAXIMUM CONTRACT VALUE**

The maximum aggregate dollar value of Work that the County may order during the term of this Job Order Contract.

### **NON PRE-PRICED TASKS**

Units of Work that are not included in the Construction Task Catalog® but which are within the general scope and intent of this Contract.

**NORMAL WORKING HOURS**

Hours where the majority of Work takes place between 8:00 AM and 5:00 PM, Monday thru Friday.

**OTHER THAN NORMAL WORKING HOURS**

Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays.

**PRE-PRICED TASK**

A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

**PROJECT**

The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.

**REQUEST FOR PROPOSAL**

The County's formal written request for the Contractor to provide a Job Order Proposal for the Detailed Scope of Work referenced therein.

**SUPPLEMENTAL JOB ORDER**

A written agreement entered into after the issuance of the initial Job Order that alters or amends the Job Order. Changes in the Work requested are accomplished by the issuance of a Supplemental Job Order. Changes involving extensions of time, assessment of liquidated damages, adjustment for net credits, and additive or deductive changes are accomplished by issuance of a Supplemental Job Order to the original Job Order.

**TECHNICAL SPECIFICATIONS**

The portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

**UNIT PRICE**

The price published in the Construction Task Catalog® for a specific tasks for the repair, maintenance, rehabilitation, demolition and/or construction of infrastructures, or related task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the Labor, Equipment and Materials costs to accomplish that specific Pre-priced task.

**WORK**

The term "Work" means all contractual obligations required by the Contract Documents, whether completed or partially completed, and includes all other tools, equipment, labor and material necessary to perform and complete a project in a good and workmanlike manner within the time set forth and in accordance with the Contract Documents. The Work may constitute the whole or a part of a project. The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The Work may constitute the whole or a part of a project.

**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 contracts.

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 Contract Documents. The Contract Documents consist of the Request for Job Order Proposals, Job Orders, Special Provisions, Construction Task Catalog®, Technical Specifications, Standard Specifications as adopted by the County of San Mateo, and any Addendum or written modification to any of the foregoing. Each Job Order sets forth the Detailed Scope of Work, the schedule, and the price.

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.

The Contractor's attention is directed to the fact that the Contract Documents are intended to be complementary, and to describe and provide for a complete Work. The following order of precedence governs the interpretation of the Contract Documents:

1. Agreement
2. Addenda (later takes precedence over earlier)
3. Job Orders (including Detailed Scopes of Work and Requests for Proposals)
4. Special Provisions
5. Job Order Plans
6. Construction Task Catalog®
7. Technical Specifications
8. Standard Plans and Standard Specifications

The second paragraph of "Section 5-1.02, "Contract Components," of the Standard Specifications shall not apply.

Additionally, the following provisions of Section 2, "Bidding," of the Standard Specifications are amended as follows:

- (1) Section 2-1.06, "Bid Documents," of the Standard Specifications is amended to read:

"Prospective bidders will be furnished with proposal forms which will refer to the Special Provisions, the Construction Task Catalog® and associated Specifications and will include a schedule of Adjustment Factors."

- (2) 2-1.33B, "Bid Form Submittal Schedules," of the Standard Specifications shall not apply.
- (3) Paragraph 1 in 2-1.07, "Job Site and Document Examination," Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

"Any reference to site conditions, plans and project specifications are considered at the time of the Job Order. Prior to the bid the bidder shall examine carefully the Special Provisions, the Construction Task Catalog® and associated Specifications and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, and as to the requirements of the proposal, specifications and the contract."

(4) Section 2-1.09, "Bid Item List," of the Standard Specifications shall not apply.

(5) Section 2-1.10, "Subcontractor List," of the Standard Specifications is amended to read:

“The Job Order Contractor shall provide with each Job Order Proposal the name and address of each subcontractor to whom the Contractor proposes to subcontract portions of the Job Order work in an amount in excess of one-half of one percent of the total Job Order Proposal or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. In each instance, the nature and extent of the work to be sublet shall be described. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.”

**END OF SECTION**

**SECTION 3.**  
**CONTRACT AWARD AND EXECUTION**

The Bidder's attention is directed to all provisions of Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning the 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 contracts, if awarded, will be made to the three (3) lowest responsible bidders within **SIXTY (60) DAYS** after the opening of the proposals. If any of the lowest responsible bidders refuses or fails to execute the contract, the County may award the contract to the fourth, or next available, lowest responsible bidder. If the fourth, or next available, lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the next subsequent available 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 any or all of the three (3) lowest responsible bidders 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, 5th 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 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 County of San Mateo 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 three (3) lowest responsible bidders whose proposals 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.

Paragraph 1 of Section 3-1.05, "Contract Bonds," of the Standard Specifications is amended to read:

"The Contractor shall provide, at the time of the execution of the Job Order Contract, at his own expense, two initial surety bonds, as itemized below:

1. An Initial Payment Bond in the amount of \$500,000 is required as security for the payment of all persons performing and furnishing materials in connection with said agreement. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Payment Bond in increments of \$500,000 will be required such that the amount of the Payment Bond is not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued, which bond shall remain in force for the duration and until

- completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment Bond.
2. An Initial Performance Bond in the amount of \$500,000 is required as security for the faithful performance of said agreement. If the aggregate of Job Orders issued under the contract exceeds \$1,000,000, an increase in the Performance Bond will be required. If the aggregate Job Orders issued under the contract exceeds \$500,000, increases in the Performance Bond in increments of \$500,000 will be required such that the amount of the Performance Bond is not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued, which bond shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of issued Job Orders exceed the amount of the Performance Bond.

A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion.

Sureties on each of said bonds shall be satisfactory to County Attorney.”

Reference is made to **Appendix C** of these Special Provisions for a sample of both a “Payment Bond” and “Performance Bond” that have been approved as to form by County Attorney.

**END OF SECTION**

## **SECTION 4.**

### **SCOPE OF WORK**

The work to be done consists of a Job Order Contract (“Contract”), an indefinite quantity contract pursuant to which the Contractor will perform a variety of projects, consisting of specific construction tasks, at different locations. The scope of this Contract is for general engineering work, repair, reconstruction, rehabilitation, maintenance and other construction related work to be performed for the County. The County has published a Construction Task Catalog® containing a series of construction tasks with preset Unit Prices. The Construction Task Catalog® was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. The Contractor will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual project will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of Work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The scope of work for each project will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. The County will review the Contractor’s Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed Scope of Work.

The base Maximum Contract Value is \$5,000,000. The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The County does not guarantee the Contractor will receive this volume of Work. The County may award other construction contracts for the same or similar Work during the term of this Job Order Contract.

The Maximum Contract Value may be increased by up to the sum authorized by Public Contract Code Section 20128.5. Any increase in the Maximum Contract Value

will be by mutual agreement.

The term of the Job Order Contract will be either for one (1) year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued but not necessarily completed within one (1) calendar year of the commencement date of the Contract.

The Work also consists of any other items and details not mentioned above, but required by the Job Orders, Construction Task Catalog<sup>®</sup>, Technical Specifications, Standard Specifications and these Special Provisions, and as directed by the Engineer.

Sections, "4-1.05B Work-Character Changes," and 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply.

#### 4-1. Administration of Job Orders

- A. The scope of required Work will be determined by the Detailed Scopes of Work stated in each individual Job Order. The County is not obligated to issue any individual Job Order(s), except as provided for under item 4-1(B) below. All costs incurred with preparing Job Order Proposals are the sole responsibility of the Contractor.
- B. Contractor will perform Work only as authorized by Job Orders issued by the County in accordance with the 'Administration of Job Orders'. The Contractor must perform all Job Orders up to and including the Maximum Contract Value.
- C. The Contractor must provide all pricing, management, stamped or unstamped design drawings, shop drawings, documents, labor, materials, parts (to include system components), transportation, plant, supervision, and equipment needed to perform each Job Order. The Contractor must provide quality assurance as specified in strict accordance with the Contract.
- D. In addition to the tasks and requirements stated in the Construction Task Catalog<sup>®</sup> and Task Specifications, the County may require Non Pre-priced Tasks incidental to work described in the Job Order. The parties will price these Non Pre-priced Tasks in accordance with the procedures set forth in the "Administration of Job Orders".

- E. As Directed by the County in the performance specification, the Contractor will provide incidental architectural or engineering design services in accordance with applicable State laws and the County's insurance and indemnification requirements. All documents are subject to review and approval of the County. The County may require that design documents be prepared and provided in Computer Aided Design (CAD) format.
- F. Each Job Order will be prepared under the direction of the County.
- G. County staff will notify the Contractor in writing of a Joint Scope Meeting to discuss a potential Job Order.
- H. Prior to the Joint Scope Meeting, the County will provide the Contractor with all appropriate information and documentation, if any, pertaining to the potential Job Order. The Contractor and their primary trade(s) will participate in the Joint Scope Meeting and visit the proposed site with County staff. At the Joint Scope Meeting the following items will be discussed:
  - 1. Job Order number and title
  - 2. Existing site conditions
  - 3. Whether the Job Order is Federally Funded
  - 4. Presence of known Hazardous Materials
  - 5. Methods and alternatives for accomplishing work
  - 6. Definition and refinement of requirements
  - 7. General scope of work
  - 8. Requirements for stamped & unstamped design drawings, sketches, submittals, catalog cut sheets, samples, shop drawings, etc.
  - 9. Tentative construction schedule
  - 10. Preliminary quantity estimates
  - 11. Staging areas, site access and protocol for admission
  - 12. Special conditions regarding unique facility operations
  - 13. Safety requirements
  - 14. Special insurance requirements
  - 15. Liquidated Damages

## 16. Job Order Proposal due date

- I. Making information available to Contractor is not to be construed in any way as a waiver of the aforesaid provisions, and **Contractor must satisfy themselves through their own investigations as to conditions to be encountered.**
- J. Upon completion of the joint scoping process, the County will issue a Request for Job Order Proposal and a Detailed Scope of Work referencing any sketches, drawing, photographs and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the Job Order Proposal. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- K. Job Order Proposal Development

The Contractor shall prepare Proposals in accordance with the following:

  1. Pre-priced Tasks

The Contractor shall identify the task and quantities required from the Construction Task Catalog<sup>®</sup>. The Unit Price set forth in the Construction Task Catalog<sup>®</sup> serves as the base price.
  2. Non Pre-priced Tasks

Non Pre-priced Tasks, if any, must be separately identified in the Proposal. Information submitted in support of Non Pre-priced Tasks includes, but not limited to, the following:

    - (a) Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.

- (b) Work schedule.
- (c) Cost data will include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the task. Unless otherwise directed by the County, cost data will be submitted demonstrating that the Contractor sought and received three price quotes. The Contractor will provide an installed Unit Price (or demolition price if appropriate) which will include all costs required to accomplish the Non Pre-priced Task. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog<sup>®</sup>. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- (d) The final price submitted for Non Pre-priced Tasks which are performed by the Contractor will be according to the following formula:
  - 1. A=direct labor cost and fringe benefits per prevailing wage rates
  - 2. B=direct material costs (supported by quotes)
  - 3. C=direct equipment costs (supported by official posted state rental rates)
  - 4. D=allowable overhead costs = A x 25% (i.e. workers compensation insurance)
  - 5. E=allowable profit = (A + B + C) x 10%

- (e) The final price submitted for Non Pre-priced Tasks which are performed by a subcontractor is according to the following formula:
    - 1.  $F = \text{subcontractor costs (supported by quotes)}$
    - 2.  $G = \text{Contractor allowance for subcontractor costs} = F \times 15\%$
  - (f) Total cost of Non Pre-priced Task =  $A + B + C + D + E + F + G$
  - (g) Following approval by the County of a Non Pre-priced Task, the Non Pre-priced Task Unit Price will be entered into the computer data base and fixed as a permanent Pre-priced task which will no longer require price justification.
  - (h) The total extended price for the Non Pre-priced Task will be determined by multiplying the task Unit Price by the quantity required. The price offered in the Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.00 (one).
  - (i) The County's determination as to whether an item is a Pre-priced task or a Non Pre-priced Task is final, binding and conclusive as to the Contractor.
3. The Contractor's Proposal must include support documentation to indicate that adequate engineering and planning for the Job Order has been done, and that the tasks proposed are reasonable for the Work to be performed. Documentation to be submitted with the Proposal must include, but not be limited to:
- 1. Stamped & unstamped design drawings, calculations, specifications
  - 2. Job Order Price Proposal
  - 3. Catalog cut sheets
  - 4. Subcontractor and material supplier list
  - 5. Construction schedule
  - 6. Special Insurance

7. For special equipment a copy of the warranty document may be required.
4. Contractor's Proposal must be submitted by the date indicated on the Request For Proposal. The Job Order Price shall be the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
5. The time allowed for preparation of the Contractor's Proposal will depend on the complexity and urgency of the Job Order. On complex Job Orders, such as Job Orders requiring engineering/ architectural drawings and approvals and permits, adequate time will be provided for preparation and submittal of the necessary documents and the Proposal. In urgent situations and minor maintenance and repair Job Orders requiring immediate completion, the Proposal may be required under an abbreviated timeline.
6. Whenever because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the County may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
7. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a

fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

8. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
9. By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the County.
10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
11. The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that will constitute or create a hazard to the work or to the persons or property, will not produce finished Work in Accordance with the terms of the Contract, or unnecessarily increases the price of the Job Order when alternative means and methods are available.

L. Review of Proposal

1. The County reserves the right to reject a Proposal or cancel a project for any reason. The County also reserves the right not to issue a Job Order if that is determined to be in the best interests of the County to do so or if the proposed cost exceeds the County's

estimate. In these instances, the Contractor has no entitlement to reimbursement for Proposal preparation expenses. The County may pursue the performance of any Work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the County.

2. By submitting a Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal for the lump sum price submitted. It is the Contractor's responsibility to include all necessary Pre-priced and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the County.
3. The County will evaluate the entire Job Order Proposal, including the correct tasks and quantities, and compare with the County's estimate of the Detailed Scope of Work and determine if the Contractor proposes to accomplish the Detailed Scope of Work in a manner acceptable to the County.

M. Issuance of the Job Order

1. A Job Order signed by the County will be provided to the Contractor. Each Job Order includes a Detailed Scope of Work. After the County issues a Job Order, the Contractor's Detailed cost proposal is of no significance. All provisions of this Contract are applicable to each Job Order. Job Orders will be written on an appropriate form.
2. The County may direct the Contractor to undertake and possibly complete urgent work prior to the issuance of a Job Order. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope

of Work, or Job Order. The Contractor will be compensated in accordance with the provisions of this Contract.

3. The County may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established County procedures and based on one or more of the following criteria:
  - (a) Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - (b) Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
  - (c) Management of Job Order dollar volume within bonding limitations of the Contractor.
  - (d) Price, as it relates to the County's independent cost estimate.
  - (e) Contractor's responsiveness to the County on Job Orders.
  - (f) Other appropriate criteria as deemed in the best interest of the County.

N. Unilateral Job Order

If the Contractor has failed to submit a Proposal or the parties fail to reach an agreement, the County may issue a Unilateral Job Order. Compensation for the Work shall be in accordance with the Construction Task Catalog<sup>®</sup> and terms and conditions of the Contract. The Contractor must commence any work issued under a Unilateral Job Order in the time stated in the Job Order. Failure to commence Work will result in termination of this Contract for cause. The issuance of a Unilateral Job Order will not prejudice any of the Contractor's rights to make claims or appeal disputed matters.

O. Changes in Job Order Work (Contract Work)

1. Material changes in the scope of work related to changes in the character of work, unforeseen conditions, or extra work paid for through a Supplemental Job Order
2. Supplemental Job Order is a written document issued after Job Order Notice to Proceed acknowledging a change in the Job Order without invalidating the initial Job Order and modifying the Job Order Price and Job Order Completion Time in full compensation for the change and its effects on the schedule and all other impacts on the Work and the Project.
3. The procedures for the issuance of such a Supplemental Job Order are the same as the procedures for the issuance of the original Job Order. Any additions or deletions are therefore calculated by using the appropriate item in the Construction Task Catalog<sup>®</sup>, multiplied by the quantity to be adjusted, multiplied by the appropriate Adjustment Factor.
4. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

P. Computer and Communications Equipment Requirements

The Contractor will be required to interface with the web-based eGordian<sup>®</sup> JOC software in the administration of Work performed under the JOC program.

The Contractor will be provided access to the Job Order Contracting software, eGordian<sup>®</sup>, under a license provided by The Gordian Group. eGordian<sup>®</sup> is a Job Order Contracting tool that expedites the ordering and execution of work. The Contractor shall use eGordian<sup>®</sup> to prepare and submit Job Order Price Proposals, Subcontractor lists, and other requirements as determined by the County of San Mateo. eGordian<sup>®</sup>

contains an electronic version of the Construction Task Catalog® for the Contractor's use in preparation of Job Order Price Proposals. Use, in whole or in part, of eGordian®, the Construction Task Catalog®, or any other Proprietary Information provided under the license from The Gordian Group for any purpose other than to order and execute work under this Contract for the County of San Mateo is strictly prohibited unless otherwise stated in writing by The Gordian Group. The software generates a Proposal in a preset format acceptable to the County. The software can generate overall project tracking reports to assist the Contractor in managing the work flow and will also permit introduction of Non Pre-priced Tasks.

Q. JOC SOFTWARE:

The County of San Mateo (County) selected The Gordian Group's (Consultant) Job Order Contracting ("JOC") Solution (Gordian JOC Solution) for their JOC program. The Gordian JOC Solution includes Consultant's proprietary eGordian® JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Consultant's JOC System License and Fee Agreement, and pay a JOC System License fee to obtain access to Consultant's JOC Solution.** The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary materials provided by the Consultant for any purpose other than to execute work under this Contract for the County is strictly prohibited unless otherwise approved in writing by the Consultant. The Contractor hereby agrees to abide by the terms of the following JOC System License:

**JOC System License**

The Consultant hereby grants to the Contractor, and the Contractor hereby accepts from the Consultant for the term of this Contract or

Consultant's Contract with the County whichever is shorter, a non-exclusive right, privilege, and license to Consultant's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the County under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Consultant provided proprietary materials. In the event this Contract expires or terminates as provided herein, or the Consultant's Contract with the County expires or terminates, *or the Contractor fails to pay the JOC System License Fee specified in this Contract* this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to the Consultant.

The Contractor's attention is directed to Section 9-3, "Payments Withheld from Contractor," of these Special Provisions in the event of Contractor's failure to meet their obligations required under the JOC System License and Fee Agreement between Contractor and The Gordian Group.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to the Consultant for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of the Consultant. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of the Consultant in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any

Job Order, Purchase Order or similar purchasing document issued to the Contractor by the County, this JOC System License shall take precedence.

R. Contractor License Fee:

In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the County of San Mateo. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the County of San Mateo. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs. The Contractor shall remit the Contractor License Fees as follows:

Make Checks Payable to: The Gordian Group, Inc.  
 Mail Checks to: P.O. Box 751959  
 Charlotte, NC 28275-1959

4-2. Definition of Project Site

The Contractor is advised that there may be multiple work sites in an individual Job Order. In such cases, Project Site shall be as defined in an individual Job Order, with consideration given to the distance between work sites and sequence of work.

**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 (23 CFR 635.109)," 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 request for Supplemental Job 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 5-1.36C, "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. Sanitary Sewer Monitoring and Reporting Requirements

The Contractor's attention is directed to Appendix "B" for sanitary sewer monitoring and reporting requirements.

5-13. Subcontracting

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

**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 properties, tests will be made as indicated:

<b>Material To Be Tested</b>	<b>Property Being Tested For</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.
Cement treated Base	Cement Content	CT 338	Determines cement content in treated material by the titration method.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

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 County of San Mateo, 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 equal employment opportunity 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 service 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."

**"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 a Compliance Form is attached to the Proposal Section of these Specifications.

In the event that 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:

- 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;
- 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) 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 that 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 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 job order contract 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 job order 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. The Contractor's attention is directed to the last paragraph, which is amended to read:

"If by the 7th working day after the 25th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 25th 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 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 the County of San Mateo. 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 7-1.09, "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.

Pursuant to each individual Job Order, the Contract unit lump sum price paid for trench safety includes full compensation for furnishing all labor, material, tools, equipment and doing all the work involved in preparing detailed plans for trench excavation safety, and for providing, constructing, installing, and maintaining the shoring and bracing as shown on the Trench Excavation Safety Plan and as directed by the Engineer and no additional compensation will be allowed therefore. Progress payments will be based upon the ratio of the completed excavation to the total excavation requiring shoring, regardless of the type of shoring required.

7-6. Sanitary Sewer Monitoring and Reporting Requirements

The Contractor's attention is directed to Appendix B for sanitary sewer monitoring and reporting requirements.

7-7. Damage by Storm, Flood, Tsunami or Earthquake

Paragraph 1 Section 5-1.39B, "Damage Caused by an Act of God," of the

Standard Specifications is amended to read:

“Determination of Costs— Unless otherwise agreed between the Engineer and the Contractor, the cost of the work performed pursuant to this Section 5-1.39B will be determined in conformance with the provisions in Section 4-1, "Administration of Job Orders," The cost of emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the plans and specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection.”

7-8. Acceptance of Job Order

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

“When the Engineer has made the final inspection and determines that the Job Order work has been completed in all respects in accordance with the plans and specifications, the Engineer will recommend that the Director formally accept the Job Order, and immediately upon and after the acceptance by the Director, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the Director.”

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance by the Director of Public Works of the Job Order work. 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, all at the sole expense of the Contractor, and no additional compensation will be allowed therefore.

7-9. Contractor’s Personnel

The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the County and shall have a cell phone at which he or she can be reached at all times.

The Contractor shall also have at all times an Office Manager and a

Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the County of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision, the County may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the County. In the event the County's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the County the cost incurred by the County for such effort as determined by the County.

**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 as stated on the Job Order Notice to Proceed from the Department of Public Works, and shall diligently prosecute the same to completion as stated on the Job Order Notice to Proceed.

**The Contractor may request, in writing, 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 either issue a Supplemental Job Order stating either the number of additional working days or respond, in writing, stating the reason for denying the request.**

8-2. Liquidated Damages

Attention is directed to Section 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), or as stated in each Job Order, per calendar day for each and every calendar day delay over and above the number of working days stated on the Job Order Notice to Proceed prescribed for finishing the work.

**The Contractor is advised that task-based liquidated damages may be enforced in conformance with specific Job Orders, as stated in Special Provisions that will be incorporated into said specific Job Orders.**

8-3. Progress Schedule

The Contractor is advised that an initial/baseline project schedule and subsequent schedule updates may be required for the work on each Job Order. 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, if required, to the Engineer with the Contractor’s Job Order Proposal. This baseline schedule and any supplemental schedule shall show:

- (1) Completion of all work within the specified Job Order 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.”

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.

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 of the provisions of this Section, "Progress Schedule," shall be considered as included in the Contractor's Adjustment Factor 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 provision of Section 9-1.04, "Force Account Work," 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 Supplemental Job Order from the Engineer. No claim for an addition to the Job Order Price 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. With the exception that all payments paid based on a percentage of work completed on each Job Order, the Job Order Proposal Summary will be used as a schedule of value to determine the amount due.

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

The County of San Mateo shall retain five percent (5%) of the estimated payment due as part security for the fulfillment of the Job Order by the Contractor.

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, as follows:

- (1) To protect the County against loss on account of:
  - A. 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.
  - B. Defective work not corrected.
  - C. Claims filed or reasonable evidence indicating probable filing of claims.
  - D. Failure of the Contractor to make payments properly to the subcontractors for material or labor.
  - E. Reasonable doubt that the Contract can be completed for the balance then unpaid.
  - F. Damage to another Contractor.
  - G. Failure of the Contractor to provide water pollution control.
  - H. Failure of the Contractor to submit satisfactory as-builts drawings.

Payment of the amounts withheld shall be made upon the determination by the County that the withholding of such amounts is no longer necessary.

- (2) Reference is made to Section 4-1(Q), "JOC Software," of these Special Provisions. With respect to monies retained in conformance with Section 9-2, "Payments to Contractor," of these Special Provisions, for any given Job Order Contract project, in the event of Contractor's failure to pay licensing fees due to The Gordian Group under the JOC System License and Fee Agreement between Contractor and The Gordian Group, said outstanding licensing fees will be deducted from the retention released to

the Contractor, and shall instead be paid to The Gordian Group.

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 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.

**END OF SECTION**

**SECTION 10.**  
**DEVELOP AND APPLY WATER**

Develop and apply water shall conform to the provisions of Section 10-5, "Dust Control," Section 10-6, "Watering," and Section 18, "Dust Palliatives," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

In addition to all other water supply requirements for the construction work, the Contractor's attention is directed to the importance of dust control. The Contractor shall provide dust control at all times, including Saturdays, Sundays and holidays, as directed by the Engineer. The Contractor shall diligently control dust resulting from the Contractor's operations and from public traffic passing through the work by the application of water and/or dust palliative. Whenever the Contractor appears to be negligent in controlling dust, as determined by the Engineer, the Engineer may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate said hazard. If the Contractor fails to follow the Engineer's instructions, the Engineer may have this completed by the County and deduct the costs incurred by the County from the Contractor's payment for this item.

The price paid for Develop and Apply Water shall be according to the Construction Task Catalog® as per the Contract and shall include full compensation for furnishing all labor, materials (including dust palliative binder and water), tools, equipment and incidentals necessary for doing all work involved in developing and applying all water and/or dust palliative required for the work, and for controlling dust resulting from the Contractor's operations, public traffic, wind or other conditions at all times (including Saturdays, Sundays, holidays) and when ordered by the Engineer, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional or separate payment shall be made therefore. For the purpose of progress payments, payment for this item shall be based on the pro rata share

of the work completed. When, in the opinion of the Engineer, the Contractor has been inattentive to a dust hazard, any portion of the progress payment for this item, "Develop and Apply Water," may be withheld until the dust hazard has been corrected.

**END OF SECTION**

## SECTION 11. MOBILIZATION

This section supersedes Section 9-1.16(D), "Mobilization," of the Standard Specifications. Contractor will not be paid separately for mobilization.

### A. 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.

**Pursuant to each individual Job Order, the Contractor's attention is directed in particular to the importance of notifying those property owners that have landscaping and other improvements that may be impacted by work to install new sidewalk access ramps.**

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

**B. Rights of Entry**

Pursuant to each individual Job Order, the Contractor is advised that the "Right of Entry" areas, when shown on the Plans, shall not be entered upon until specifically authorized, in writing, by the Engineer.

It is anticipated that such authorization to enter shall be granted for the areas shown on the Plans no later than **THIRTY (30) CALENDAR DAYS** after the Contractor receives the Job Order Notice to Proceed. However, should authorization not be granted within the above time, the Contractor shall have no basis for a claim for damages or extra compensation in the event the Contractor's work is hindered or delayed until the expiration of **SIXTY (60) CALENDAR DAYS** after receiving the Job Order Notice to Proceed. Any such claim shall be valid only for a controlling item of work and only for the specific property for which a right of entry is required.

The right is reserved to designate additional right of entry areas or to delete areas shown on the Plans at any time, and no claim for damages or compensation will be allowed therefore.

The right of entry areas, when indicated on the Plans is approximate only. The Engineer shall designate and/or stake the limits of such areas as required for the Contractor's work prior to commencement of any such work.

Contractor is responsible for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the applicable work of the Standard Specifications, the Plans and these Special Provisions, and the directions of the Engineer. Payment will be made according to the Contract.

**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 Safety," and 7-1.03, "Public Convenience," of the Standard Specifications, 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.

Contractor is advised that general roadway excavation shall not commence until authorized by the Engineer.

### **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," 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.

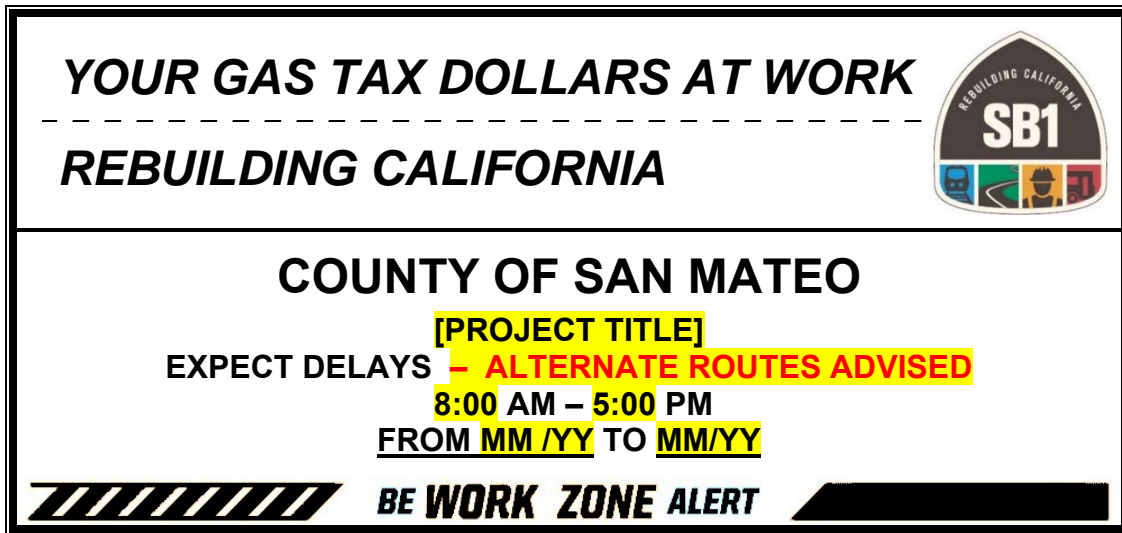
The Contractor shall furnish an overall Traffic Control Plan for all phases of work. The Plan shall be in accordance with 2018 Standard Plan T-13 unless these

requirements are modified as directed by the Engineer. The Contractor shall submit the Traffic Control Plan within **FIVE (5) WORKING DAYS** after the pre-construction conference. The Engineer shall establish the time and place for said pre-construction conference. Delays upon the part of the Contractor in submitting a Plan, in the format as outlined in these Special Provisions and as directed by the Engineer, shall not constitute a valid reason for time extensions should the Contract time elapse before completion of said project. The Contractor is further advised that consideration for adequate review time, as determined by the Engineer, shall be included in the work schedule.

The Traffic Control Plan shall include orange advisory signs (aluminum or plywood, or as approved by the Engineer), **3' x 6' minimum**, stating expected delays, road closures, and/or night work, including dates, times and affected streets. Unless otherwise stated on the Job Order, wording of advisory signs shall be as follows:

**Option 1:**

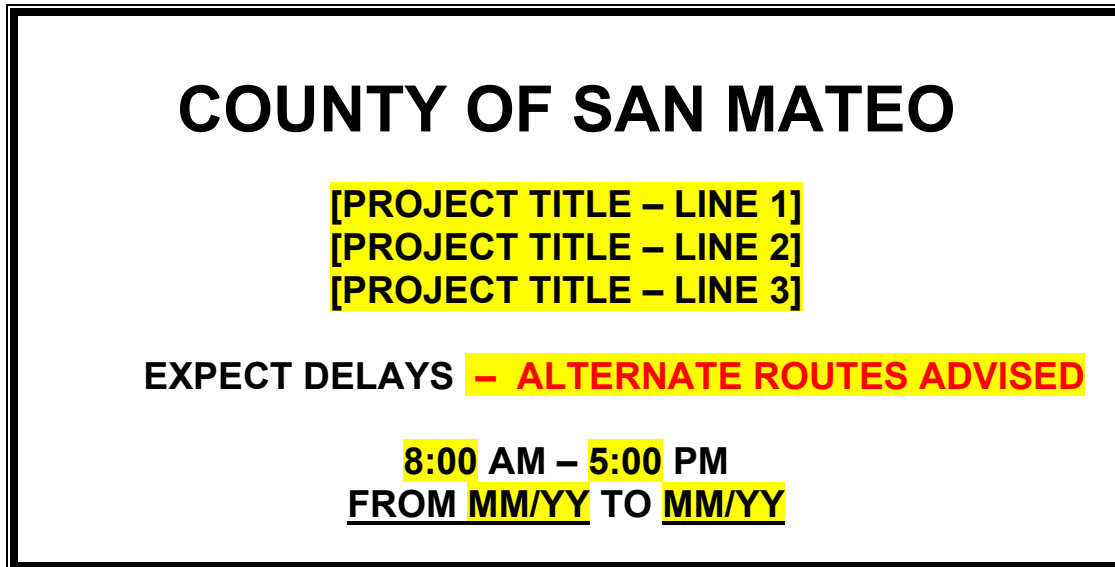
In accordance with the Job Order for projects that **ARE SB1 funded**, use the following standard boilerplate advisory sign:



*[Note: Line spacing may need to be adjusted/eliminated and/or text font size and SB1 icon may need to be reduced.]*

**Option 2:**

In accordance with the Job Order for projects that are **NOT SB1 funded**, use the following standard boilerplate advisory sign:



Signs shall be set in accordance with the Job Order, or as directed by the Engineer. Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work. No construction site work shall commence prior to the Engineer's written approval of the Traffic Control Plan and installation of required signs.

**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.

Unless otherwise stated on the Job Order, 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 P.M.** and **5:00 A.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.

During paving and striping operations, the Contractor shall furnish and place sufficient barricades and detour signs at all cross streets to protect new pavement surfaces and markings. The duration of placement of said barricades shall be as approved by the Engineer.

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 price paid for Maintaining Traffic shall be according to the Construction Task Catalog® as per the Contract, and 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.

#### 12-1. Temporary Pavement Delineation

The provisions of this Section 12-1, "Temporary Pavement Delineation," shall be applicable pursuant to each individual Job Order.

**The Contractor is reminded of the importance of public safety and, unless otherwise approved in writing by the Engineer, Contractor shall perform same-day completion of all temporary pavement delineation for streets that have been completed.**

This work shall consist of furnishing, applying, maintaining, and removing temporary pavement striping and/or markings in conformance with the provisions of Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California Manual of Uniform Traffic Control Devices published by the California Department of Transportation or to

relieve the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor will be responsible for setting the control for placing temporary striping on roads with existing centerlines and traffic lanes, including turn lanes and bicycle lanes. Unless otherwise stated on the Job Order, striping shall match existing centerline striping and shall be straight on tangent alignment and shall be on a true arc on curved alignment.

Temporary pavement delineation shall be applied by any means satisfactory to the Engineer.

Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the temporary pavement delineation is applied.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. Temporary pavement delineation that is damaged from any cause during the progress of the work shall be immediately repaired or replaced by the Contractor at his own expense.

#### Temporary Pavement Delineations for Centerlines and Traffic Lanes

Except as provided for below, and unless otherwise approved by the Engineer, temporary pavement delineation for centerlines and traffic lanes, including turn lanes and bicycle lanes, shall consist of temporary reflective pavement markers placed at longitudinal intervals of not more than twenty-four feet (24') apart. Any changes in the longitudinal intervals shall be at the option of the Contractor, with the pre-approval of the Engineer. Temporary reflective pavement markers shall be the same color as the centerline or lane line markers/markings that they replace. The type of temporary pavement markers used shall be at the option of the Contractor, with pre-approval from the Engineer.

Temporary reflective pavement markers shall be applied in accordance with the manufacturer's recommendations. Butyl adhesive pads shall be used to apply temporary reflective pavement markers to the top layer of permanent surfacing.

Temporary pavement delineation shall be maintained until replaced with permanent pavement delineation. Temporary pavement delineation that is damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required, temporary pavement delineation that conflicts with permanent pavement delineation, or new traffic patterns for the area, as determined by the Engineer, shall be removed and disposed of in accordance with the provisions in Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

#### Temporary Striping and Marking – Traffic Tape or Paint

Pursuant to each individual Job Order, After new pavement has been completed, temporary traffic tape or paint shall be applied for all crosswalks, stop bars and legends, as well as at the locations shown on the plans or designated by the Engineer.

The temporary traffic tape or painted traffic stripes and pavement markings shall be complete in place at the designated locations, as shown on the plans or as designated by the Engineer, prior to opening the traveled way to public traffic.

Temporary Traffic Tape and Temporary Paint shall conform to the following:

(1) Temporary Traffic Stripe Tape:

Temporary traffic stripe tape shall be applied for all crosswalks and stop bars, as well as at the locations shown on the plans or designated by the Engineer.

The contractor's attention is directed to Section 12-6.03D(2) "Temporary Traffic Stripe Tape" of the Standard Specifications for application specifications. In addition, surfaces on which the tape is to be applied shall be cleaned of all dirt and loose material and shall be dry when the tape is applied.

Temporary traffic tape that is damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his own expense.

Removable type traffic tape shall be removed when determined by the Engineer that it is no longer required for the direction of public traffic, conflicts with new traffic pattern for the area, or is applied to the final layer of surfacing or existing pavement to remain in place. Disposal of the tape shall conform to Section 5-11, "Disposal of Material Outside of the Highway Right of Way," of these Special Provisions.

(2) Temporary Paint:

Temporary painted traffic stripes and pavement markings shall be located such that the temporary painted traffic stripes and markings will be completely covered by the permanent traffic stripes or markings.

Should, upon application of the permanent traffic stripes or markings, the temporary painted traffic stripes and markings still be visible, the Contractor will remove the paint, as directed by and to the satisfaction of the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, applying, maintaining, and removal and disposal of temporary pavement delineation (reflective markers or tape), as specified herein and as directed by the Engineer, shall be considered as included in the Adjustment Factors, and no additional compensation will be allowed therefore, except at the sole discretion of the Owner's designated representative.

**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.**

Pursuant to each individual Job Order, the Contractor’s 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.**

A. Water Pollution Control Program

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a written program including Storm Water Pollution Prevention Plans (SWPPPs) 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.

**For individual Job Orders having between one (1) and five (5) acres**

**of disturbed area and does not qualify for a waiver, the SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP) in accordance with the requirements of the Construction General Permit.** The SWPPP shall list the name and telephone number of the designated QSD. All amendments to the SWPPP shall be signed by the QSD and shall include a listing of the date of initial preparation and the date of each amendment. The SWPPP shall also include a list of names of all subcontractors and individuals who will be directed by the QSP, their telephone numbers and work addresses, the specific areas of responsibility and emergency contact numbers.

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.

**B. 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.

C. 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.

D. 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 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 14, "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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. Training

Contractor shall ensure that all persons responsible for preparing, amending and implementing SWPPPs 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.

The price paid for Water Pollution Control shall be according to the Construction Task Catalog® as per the Contract and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work required by these Special Provisions for Water Pollution Control, including submittal of a written program and working drawings, in a form approved by the Engineer, as specified in these Special Provisions, the Standard Specifications and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

## SECTION 14. CONSTRUCTION WASTE MANAGEMENT

The County has established that each Job Order under this Contract 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.

The Job Order lump sum price paid for this item, "Construction Waste Management," shall be in accordance with the Construction Task Catalog®, as per the Contract, and shall include full compensation for furnishing all labor, equipment and incidentals, including the provision of required documentation of proper materials disposal and the development of a Waste Management Plan, all as described herein, and no separate payment will be made therefore.

**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:

- 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
- 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.

##### E. 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.

F. 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:

- (1) 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).
- (2) 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.

- (3) 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 21.**  
**EROSION AND SEDIMENT CONTROL**

**Pursuant to each individual Job Order, the provisions of this Section 21, "Erosion and Sediment Control," either in its entirety or of any item under this Section 21, shall be as stated on each individual Job Orders.**

**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/or 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.

#### 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.

#### 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 2 working days prior to removing silt fence.

#### Payment

The price paid for Temporary Silt Fence shall be according to the Construction Task Catalog® as per the Contract and shall include full

compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing temporary silt fence and any parallel silt fencing required by the Engineer, including trenching, securing and backfilling, inspection, maintenance, and removal and disposal outside the highway right of way of silt fencing and any soil, rock or debris contained by the silt fencing, as shown on the Plans, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefore.

21-2. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 10, "Develop and Apply Water," Section 13, "Water Pollution Control," and Section 18, "Dust Palliatives," of the Standard Specifications, this Section of these Special Provisions, 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 shall also require the installation of temporary erosion controls at the conclusion of any work day 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.

#### 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.

#### 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.

#### 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.

#### 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.

Payment

Full compensation for conformance with this Special Provision shall be considered to be part of the Adjustment Factors, and no additional compensation will be allowed therefore, except at the sole discretion of the Owner's designated representative.

21-3. Specific Erosion Control Products

Specific erosion control products shall be as stated on each individual Job Order.

21-4. Revegetation

Revegetation shall be performed as shown on the Plans and as specified herein.

Revegetation work shall be as defined on each individual Job Order.

Trees shall be planted by hand into on-site material, and backfilled by hand with container potting soil as shown on the Plans. The Contractor shall apply sufficient water to secure the planting. No fertilizer shall be applied.

A landscaping flag shall be inserted into the ground near each newly planted tree/plant for visual identification.

The revegetated area shall be mulched as specified in Section 21-2, "Temporary Erosion Control," of these Special Provisions.

The Contractor's requirement to water or maintain the trees/plants or flagging following the conclusion of work at this site shall be as defined on each individual Job Order.

The price paid per tree/plant for revegetation shall be according to the Construction Task Catalog® as per the Contract and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in revegetation, including initial watering and landscape flagging as shown on the Plans, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**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 Job Order lump sum price paid for this item, "Construction Staking," shall be in accordance with the Construction Task Catalog®, as per the Contract, and shall include full compensation for furnishing all labor, equipment and incidentals, including the provision of required of AS-Built Drawing, all as described herein, and no separate payment will be made therefore.

#### 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 payment for conformance with this Special Provision shall be considered as included in the Job Order lump sum price paid for Construction

Staking, and no additional compensation will be allowed therefore.

**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 may be withheld upon the determination by the County that the withholding of such amount is no longer necessary.**

**END OF SECTION**

## **Appendix A**

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

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# 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.

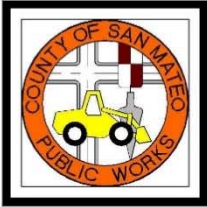
**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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.**

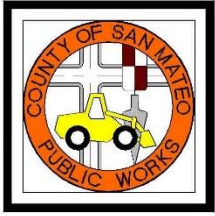
Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
<b>Mixed C&amp;D</b>					
<b>Salvage/Reuse</b>					
<b>Inerts</b> Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
<b>Source Separated</b> Cardboard, wood, metal, sheetrock, wire, carpet, yard 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				
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9				
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11				
12				
13				
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**Note :** Inert material shall be as defined in the Construction Waste Management Section of these specifications.

**Comments :**

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## **Appendix B**

### **Sanitary Sewer Monitoring and Reporting Requirements:**

**State Water Resources Control Board  
Order No. WQ 2013-0058-EXEC**

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STATE OF CALIFORNIA  
WATER RESOURCES CONTROL BOARD  
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM  
FOR  
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR  
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"<sup>1</sup> (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information<sup>2</sup> to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

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<sup>1</sup> Available for download at:

[http://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2006/wqo/wqo2006\\_0003.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf)

<sup>2</sup> Cal OES Hazardous Materials Spill Reports available Online at:

[http://w3.calema.ca.gov/operational/mal haz.nsf/\\$defaultview](http://w3.calema.ca.gov/operational/mal haz.nsf/$defaultview) and <http://w3.calema.ca.gov/operational/mal haz.nsf>

and Cal OES is duplicative. To address this, the SSO notification requirements added by the February 20, 2008 MRP revision are being removed in this MRP revision.

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS<sup>3</sup> Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.
9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.
10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program<sup>4</sup> objectives, assess compliance, and enforce the requirements of the SSS WDRs.

**IT IS HEREBY ORDERED THAT:**

Pursuant to the authority delegated by Water Code section 13267(f), Resolution 2002-0104, and Order 2006-0003-DWQ, the MRP for the SSS WDRs (Order 2006-0003-DWQ) is hereby amended as shown in Attachment A and shall be effective on 07/26/2013.

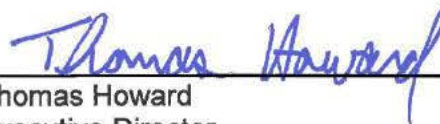
\_\_\_\_\_

Date

7/30/13

\_\_\_\_\_

Thomas Howard  
Executive Director



<sup>3</sup> California Integrated Water Quality System (CIWQS) publicly available at <http://www.waterboards.ca.gov/ciwqs/publicreports.shtml>

<sup>4</sup> Statewide Sanitary Sewer Overflow Reduction Program information is available at: [http://www.waterboards.ca.gov/water\\_issues/programs/ssso/](http://www.waterboards.ca.gov/water_issues/programs/ssso/)

## ATTACHMENT A

### STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

#### AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

#### A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of <b>any volume</b> resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none"><li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li><li>• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</li></ul>
CATEGORY 2	Discharges of untreated or partially treated wastewater of <b>1,000 gallons or greater</b> resulting from an enrollee's sanitary sewer system failure or flow condition that <b>do not</b> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <b>within a privately owned sewer lateral</b> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <b>voluntarily</b> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

**Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements**

ELEMENT	REQUIREMENT	METHOD
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>• Within two hours of becoming aware of any Category 1 SSO <b>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</b>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>	Call Cal OES at: <b>(800) 852-7550</b>
<b>REPORTING</b> (see section C of MRP)	<ul style="list-style-type: none"> <li>• Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>• Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>• Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>• SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>• "No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>• Collection System Questionnaire: Update and certify every 12 months.</li> </ul>	Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee's Legally Responsible Official(s).
<b>WATER QUALITY MONITORING</b> (see section D of MRP)	<ul style="list-style-type: none"> <li>• Conduct water quality sampling <b>within 48 hours</b> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
<b>RECORD KEEPING</b> (see section E of MRP)	<ul style="list-style-type: none"> <li>• SSO event records.</li> <li>• Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>• Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>• Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>	Self-maintained records shall be available during inspections or upon request.

## **B. NOTIFICATION REQUIREMENTS**

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
  - i. Name of person notifying Cal OES and direct return phone number.
  - ii. Estimated SSO volume discharged (gallons).
  - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
  - iv. SSO Incident Description:
    - a. Brief narrative.
    - b. On-scene point of contact for additional information (name and cell phone number).
    - c. Date and time enrollee became aware of the SSO.
    - d. Name of sanitary sewer system agency causing the SSO.
    - e. SSO cause (if known).
  - v. Indication of whether the SSO has been contained.
  - vi. Indication of whether surface water is impacted.
  - vii. Name of surface water impacted by the SSO, if applicable.
  - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
  - ix. Any other known SSO impacts.
  - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

### C. REPORTING REQUIREMENTS

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
  - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
    - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
    - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
  - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
  - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
  - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
    - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
    - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.  
  
If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

## 5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
  - a. Complete and detailed explanation of how and when the SSO was discovered.
  - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - d. Detailed description of the cause(s) of the SSO.
  - e. Copies of original field crew records used to document the SSO.
  - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
  - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at [CIWQS@waterboards.ca.gov](mailto:CIWQS@waterboards.ca.gov) or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
  2. SSO Location Name.
  3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
  4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
  5. Whether or not the SSO reached a municipal separate storm drain system.
  6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
  7. Estimate of the SSO volume, inclusive of all discharge point(s).
  8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
  9. Estimate of the SSO volume recovered (if applicable).
  10. Number of SSO appearance point(s).
  11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
  12. SSO start date and time.
  13. Date and time the enrollee was notified of, or self-discovered, the SSO.
  14. Estimated operator arrival time.
  15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
  16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
  2. SSO end date and time.
  3. SSO causes (mainline blockage, roots, etc.).
  4. SSO failure point (main, lateral, etc.).
  5. Whether or not the spill was associated with a storm event.
  6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
  7. Description of spill response activities.
  8. Spill response completion date.
  9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-6, and 17 in section 8.i.b above for Certified Category 1 SSO.

ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.

iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
1001 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814

**D. WATER QUALITY MONITORING REQUIREMENTS:**

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
  - i. Ammonia
  - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

**E. RECORD KEEPING REQUIREMENTS:**

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
  - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
  - b. Date and time the complainant or informant first noticed the SSO.
  - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
  - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
  - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
  - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
  4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
    - i. Supervisory Control and Data Acquisition (SCADA) systems
    - ii. Alarm system(s)
    - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

## **F. CERTIFICATION**

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing [help@ciwqs.waterboards.ca.gov](mailto:help@ciwqs.waterboards.ca.gov).

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

**CERTIFICATION**

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13

Date



Jeanine Townsend  
Clerk to the Board

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## **Appendix C**

**Sample “Payment Bond”**

**Sample “Performance Bond”**

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**PAYMENT BOND**  
**JOC- 2322-2324**

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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**  
**JOC- 2322-2324**

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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**

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## **Appendix E**

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

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## **Public Contract Code Section 9204**

### **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.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, 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.)*

## PROPOSALS SECTION

### Contractor's Check-Off List:

1. Complete **Bidder's Information** Sheet..... 1
2. Complete **Bid Proposal** Sheet ..... 3
3. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond) ..... 4-5
4. Complete **Principal(s) and Title(s)** Sheet ..... 7
5. Complete **State Contractor's License No.** and **Department of Industrial Relations Registration No.** Sheet ..... 8
6. Complete **Certification of Intent** Sheet ..... 12
7. **Equal Employment Opportunity** Sheets:
  - i. Complete **Questionnaire for Bidder** Sheet ..... 13
  - ii. Complete **Contractor Report Form** ..... 16
8. Complete **Equal Benefits Compliance Declaration Form** ..... 22
9. Complete **Employee Jury Service Compliance Declaration Form** ..... 26
10. Complete **Non-Collusion Declaration Form** ..... 27

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

**JOB ORDER CONTRACT FOR  
ENGINEERING, CONSTRUCTION, ROADS AND UTILITIES  
PROJECT NO. JOC-2322  
PROJECT NO. JOC-2323  
PROJECT NO. JOC-2324**

**WITH WORK  
IN SAN MATEO COUNTY**

NAME OF BIDDER: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_  
FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

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.

**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 within the time stated and in strict accordance with the Contract Documents and each Job Order issued pursuant to this Contract, including the furnishing of any and all labor and materials, and do all the work required to construct and to complete said Work in accordance with the Contract Documents for the following Adjustment Factors:

**PROPOSAL TO THE COUNTY OF SAN MATEO**

**JOB ORDER CONTRACT FOR  
ENGINEERING, CONSTRUCTION, ROADS AND UTILITIES  
PROJECT NO. JOC-2322  
PROJECT NO. JOC-2323  
PROJECT NO. JOC-2324**

**WITH WORK  
IN SAN MATEO COUNTY**

**Normal Working Hours:** Work performed during Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

---

\* **Other than Normal Working Hours:** Work performed during Other Than Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

---

\* Bids will be rejected as non-responsive if the 'Other than Normal Working Hours' Adjustment Factor is not equal to or greater than the 'Normal Working Hours' Adjustment Factor.

**Award Criteria Figure Formula**

Line 1.	Normal Working Hours Adjustment Factor	1.
Line 2.	Multiply Line 1 by 80%	2.
Line 3.	Other than Normal Working Hours Adjustment Factor	3.
Line 4.	Multiply Line 3 by 20%	4.
Line 5.	Add Lines 2 and 4 (This is the Award Criteria Figure)	ACF =

In case of discrepancy, governing ranking of figures above in descending order is:

1. **Normal Working Hours** and **Other than Normal Working Hours**
2. Line 1 and Line 3 of the Award Criteria Figure Formula table
3. Line 2 and Line 4 of the Award Criteria Figure Formula table
4. Calculated ACF of the Award Criteria Figure Formula table

A revised ACF will be calculated, as per the governing figures ranking above, and said revised ACF will superseded the ACF recorded on Line 5 of the **Award Criteria Figure Formula** table.

Contractor will not be allowed to withdraw bid should the discrepancy be discovered post-bid opening.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the weighted sum of the Adjustment Factors defined as the Award Criteria Figure. For the purpose of award the Award Criteria Figure will be calculated to four (4) decimal places.

The Bidder shall set forth for each Adjustment Factor, in clearly legible figures, an Adjustment Factor carried out to four (4) decimal places in the respective spaces provided for this purpose. If the Proposal contains an arithmetical error in the computation of the Award Criteria Figure (summation of weighted Adjustment Factors), the County will correct and revise the total Award Criteria Figure accordingly. The County will not make any changes in the Adjustment Factors on the Proposal. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

In case of discrepancy between the Adjustment Factor and the total set forth for the Award Criteria Factor, the Adjustment Factor shall prevail.

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 initial "Performance" Surety Bond in the amount of \$500,000, the initial "Payment" Surety Bond in the amount of \$500,000, 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 of \$25,000.

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 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

**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/OPRL/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.

\_\_\_\_\_  
**Signature and Title of Authorized Representative or Bidder**

\_\_\_\_\_  
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: \_\_\_\_\_

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: \_\_\_\_\_ 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 Employees)	Ethnicity								
		American-Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (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 Executive 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 Executive.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Executive, 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 Executive.**

The County Executive's 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 \_\_\_\_\_, 2023 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 Executive, 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 Executive.
- (e) The County Executive 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 Executive**

The County Executive's 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:   N/A  

**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 \_\_\_\_\_, 2023 at \_\_\_\_\_,   CA  .  
(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

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
[Date] [City] [State]

“Contractor”

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

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**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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

**JOB ORDER CONTRACT FOR  
ENGINEERING, CONSTRUCTION, ROADS AND UTILITIES  
PROJECT NO. JOC-2322  
PROJECT NO. JOC-2323  
PROJECT NO. JOC-2324**

**WITH WORK  
IN SAN MATEO COUNTY**

and all in strict accordance with the Job Orders, Specifications, Notice to Bidders, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Job Orders, Specifications, Notice to Bidders, 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 for each Job Order in accordance with the Adjustment Factors specified in the Contractor's Proposal, dated Month Day, 2023, 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 Job Order, Specifications and Special Provisions and requirements of the Engineer hereunder. For each Job Order, the Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of each Job Order 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.

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:** The term of Job Order Contract commences on the date of the Notice to Proceed issued by the County.

The term of this Job Order Contract is one (1) year, except that the terms of this Contract shall continue to cover Job Orders issued during that year until the Work thereunder has been completed. Accordingly, all Job Orders must be issued within one (1) calendar year of the commencement date of this Contract.

Time is of the essence in the Agreement, and the Work to be performed, as determined by the Detailed Scope of Work under each Job Order, shall be completed within the time set forth in each Job Order Notice to Proceed.

Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Amendment.

The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Job Orders. The Maximum Contract Value is \$5,000,000.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Normal Working Hours and Other than Normal Working Hours Adjustment Factors as specified in the Bid Proposal Form.

**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 Job Orders, Specifications and Special Provisions, Construction Task Catalog®, Technical Specifications 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, dated May 2018, 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 the following "Payment" Surety Bond and a "Performance" Surety Bond:

**A.** An Initial Payment Bond in the amount of \$500,000 is required as security for the payment of all persons performing and furnishing materials in connection with said agreement. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Payment Bond in increments of \$500,000 will be required such that the amount of the Payment Bond is not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued, which bond shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment Bond.

**B.** An Initial Performance Bond in the amount of \$500,000 is required as security for the faithful performance of said agreement. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Performance Bond in increments of \$500,000 will be required such that the amount of the Performance Bond is not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued, which bond shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Performance Bond.

An outstanding Job Order shall be considered as any Job Order issued under this contract for which a Notice of Completion has not yet been filed.

"Payment" and "Performance" Surety Bonds have been approved as to form by County Attorney, 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, 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. ***Other applicable agencies may be required as additional insured for Job Order Work and will be defined on the Job Order.***

**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, and other appropriate department, division, official, officer or employee of the County of San Mateo. ***When applicable, said provision shall also be interpreted to refer to other applicable agencies defined on the Job Order.***

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 Adjustment Factors.

**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 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 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 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, 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

**In the case of Contractor, to:**

(Contractor Name)  
(Contractor Address)  
(City, State Zip)  
Facsimile:  
Email:

**XX. Contract Amount:** In no event, shall the compensation paid to Contractor by County under this agreement exceed the Maximum Contract Value unless approved by the Board of Supervisors pursuant to a supplemental agreement.

**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)