

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT

WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY

COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049
STATE FUND NO. HSIPSL-5935(086)

APPROVED: _____ FEBRUARY 24, _____, 2023



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

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

This Page Intentionally Left Blank

TABLE OF CONTENTS

NOTICE TO CONTRACTORS

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

SPECIAL PROVISIONS

<u>Section</u>	
1.	Definitions
2.	Bidding
2-1.	Plans and Specifications
3.	Contract Award and Execution
4.	Scope of Work
5.	Control of Work
5-1.	Differing Site Conditions
5-2.	Repair of Equipment
5-3.	Cooperation
5-4.	Permits and Licenses
5-5.	Project Appearance
5-6.	Preservation of Property
5-7.	Air Pollution Control
5-8.	Obstructions
5-9.	Sound Control
5-10.	Public Convenience
5-11.	Disposal of Material Outside the Highway Right of Way
5-12.	Sanitary Sewer Monitoring and Reporting Requirements
5-13.	Subcontracting
6.	Control of Materials
6-1.	Certificates of Compliance
6-2.	Materials Testing
7.	Legal Relations and Responsibility
7-1.	Equal Employment Opportunity Program for Minority Employment
7-2.	Prevailing Wages
7-2.1	Payroll Records
7-2.2	Contractor Employee Jury Service
7-3.	Highway Construction Equipment
7-4.	Public Safety
7-5.	Trench Safety
8.	Progress of Work and Time of Completion
8-1.	Time of Completion
8-2.	Liquidated Damages
8-3.	Progress Schedule

TABLE OF CONTENTS (Continued)

SPECIAL PROVISIONS (Continued)

<u>Section</u>	
9.	Measurement and Payment
9-1.	Force Account Work
9-2.	Payments to Contractor
9-3.	Payments Withheld from Contractor
9-4.	Stop Notices
9-5.	Construction Claims
11.	Mobilization
11-1.	Property Owner Primary Notification
12.	Maintaining Traffic
12-1.	Temporary Pavement Delineation
13.	Water Pollution Control
14.	Construction Waste Management
14-1.	Diversion Goals
14-2.	References and Resources
14-3.	Waste Management Plan and Daily Transport Report
14-4.	Waste Management Plan Implementation
15.	Existing Facilities
15-1.	Pothole and Protect Existing Utilities (not related to scope of work)
15-2.	Remove Pavement Markers, Traffic Stripes, and Pavement Markings
15-3.	Remove Portland Cement Concrete
17.	Clearing and Grubbing
19.	Earthwork
19-1.	Roadway Excavation
21.	Erosion and Sediment Control
21-1.	Temporary Erosion Control
26.	Aggregate Base (Class 2)
39.	Asphalt Concrete (Type A, HMA)
39-1.	Asphalt Concrete (Miscellaneous Areas)
39-2.	Asphaltic Emulsion (Tack Coat)
39-3.	Sawcut Asphalt Concrete and Portland Cement Concrete
51.	Concrete Structures
51-1.	Class 2 Concrete (Minor Structures)
51-2.	Class 3 Concrete
51-3.	Install New Curb Ramps
51-4.	Detectable Warning Surfaces
51-5.	Curb Painting

TABLE OF CONTENTS (Continued)

SPECIAL PROVISIONS (Continued)

<u>Section</u>	
56.	Roadside Signs
56-1.	Install New Roadside Signs on Existing Posts
56-2	Install New Roadside Signs and Posts
56-3.	Install Object Markers with R1-6 (CA) Signs
56-4.	Remove and Reset Existing Roadside Signs and Posts
56-5.	Remove Existing Roadside Signs and Posts
81-3.	Pavement Markers
84.	Traffic Stripes and Pavement Markings
84-1.	Thermoplastic Traffic Stripes and Pavement Markings
88.	Rectangular Rapid Flashing Beacon Assembly

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

STATE REQUIREMENTS for STATE-FUNDED CONSTRUCTION PROJECTS

APPENDIX A

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

APPENDIX B

Sanitary Sewer Monitoring and Reporting Requirements:
State Water Resources Control Board Order No. WQ 2013-0058-EXEC

APPENDIX C

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

APPENDIX D

Daily Personnel and Equipment Log

APPENDIX E

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

TABLE OF CONTENTS (Continued)

PROPOSAL

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

AGREEMENT

Signature Sheet

**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 Officer/Clerk of the Board of Supervisors, Hall of Justice and Records at 400 County Center, Redwood City, California, 94063 until the hour of

1:00 p.m., Wednesday, April 12, 2023

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

**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**

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

**COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049
STATE FUND NO. HSIPSL-5935(086)**

Bids are required for the entire work described herein.

Bidders are further advised of the following:

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
 - a. Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100) or email (jschabowski@smcgov.org and wng@smcgov.org), please send check payable to "County of San Mateo" to 555 County Center, 5th Floor, Redwood City, CA 94063; OR**
 - b. Complete and sign the following Plan Holder's Affidavit by using the link below and you will receive a separate link for downloading an electronic copy of the plans and specifications. The Contractor is advised that the table should be received by the County no later than**

- 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 and 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. Proposals in which the prices obviously are unbalanced may be rejected.**

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

This Page Intentionally Left Blank

ENGINEER'S ESTIMATE**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**

**COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049
STATE FUND NO. HSIPSL-5935(086)**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	11	1	LS	Mobilization
2	12	1	LS	Maintaining Traffic
3	13	1	LS	Water Pollution Control
4	14	1	LS	Construction Waste Management
5	15-1	20	EA	Pothole and Protect Existing Utilities for project (not related to scope of work)
6	17	1	LS	Clearing and Grubbing
7	19-1	45	CY	Roadway Excavation
8	26	25	CY	Aggregate Base (Class 2)
9	39-1	215	SY	Asphalt Concrete (Miscellaneous Areas) 1-Inch Deep
10	39-1	55	SY	Asphalt Concrete (Miscellaneous Areas) 6-Inch Deep
11	51-2	16	CY	Class 3 Concrete
12	51-4	330	SF	Detectable Warning Surfaces
13	51-5	270	LF	Curb Painting
14	56-1	6	EA	Install New Roadside Signs on Existing Posts

Engineer's Estimate - Continued on Next Page

**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**
(Engineer's Estimate – Continued from Previous Page)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
15	56-2	1	EA	Install New Roadside Signs & Posts
16	56-3	4	EA	Install Object Markers with (2) R1-6 (CA) Signs
17	56-4	1	EA	Remove and Reset Existing Roadside Signs and Posts
18	56-5	2	EA	Remove Existing Roadside Signs and Posts
19	81	116	EA	Pavement Marker (Type D Two-Way Yellow Retroreflective)
20	84-1	106	SF	Thermoplastic Pavement Markings and Legends (White)
21	84-1	750	SF	Thermoplastic Pavement Markings and Legends (Yellow)
22	84-1	380	LF	6" Wide Edgeline (Detail 27B) White
23	84-1	400	LF	Detail 22 (Double Yellow Line with Type D Marker)
24	88	4	EA	Rectangular Rapid Flashing Beacon Assembly

Engineer's Estimate of Costs: \$ 200,000.00

- (S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.
- (F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

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

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

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

- a. **When applicable, both Contractor and Subcontractor hereby agree 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 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.**
- b. **Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:**
 - i. **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)].**
 - ii. **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.

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

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

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

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

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

Each bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to resolution of construction claims, and to Section 3186 of the Civil Code, as amended

January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above shall be considered as incorporated into and become an integral part of these specifications.

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

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

NON-REFUNDABLE FEE OF \$25 PER SET

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

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

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

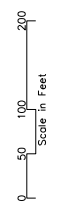
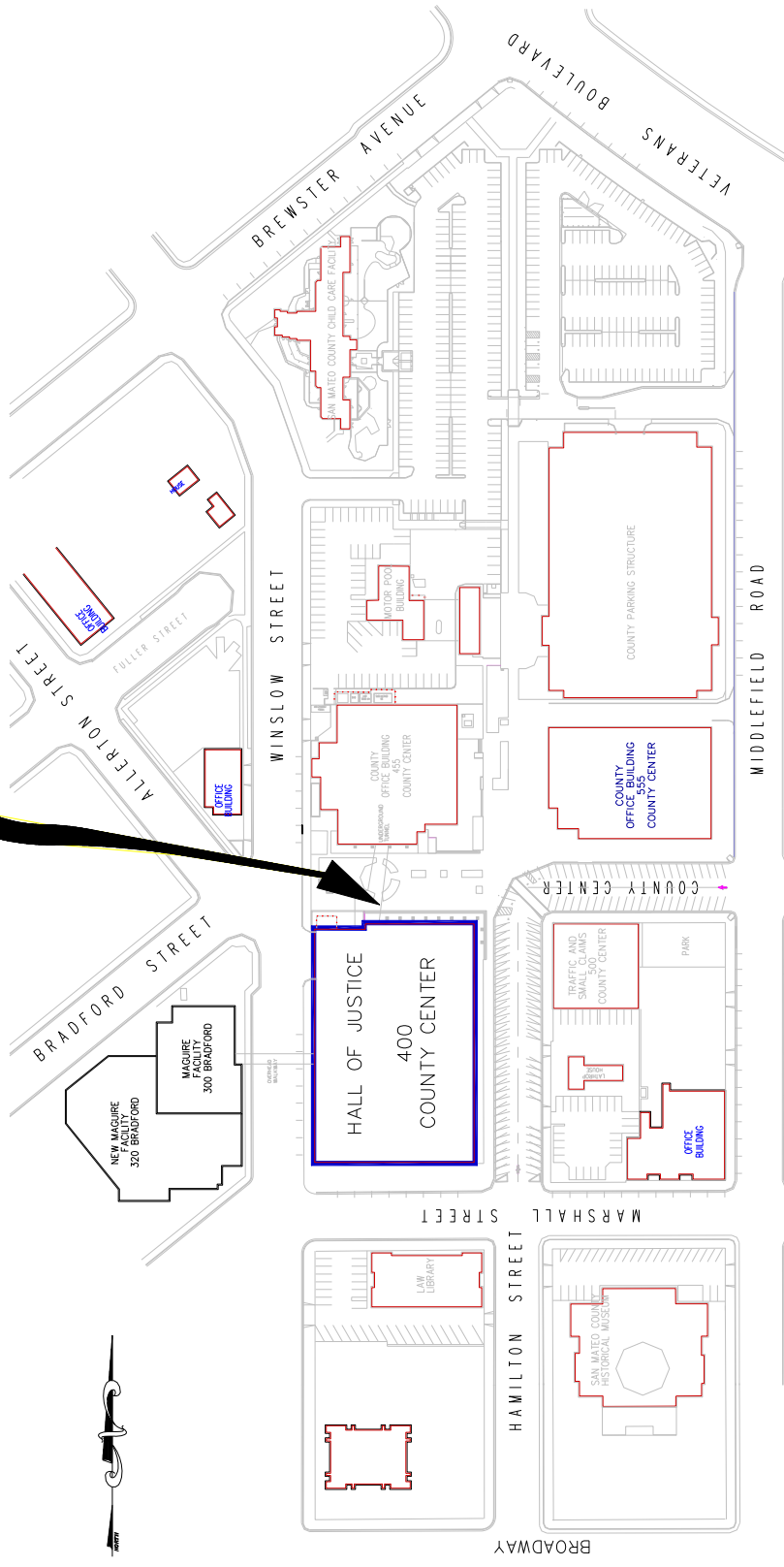
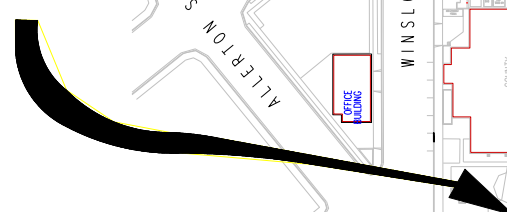
Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: February 28, 2023

**Michael Callagy, County Executive
Officer/ 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.

F:\USERS\DESIGN SPECS\BOLTER\PLATES\555_BIDOPEN3.DWG

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**SPECIAL PROVISIONS
FOR**

**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**

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

**COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049
FEDERAL-AID PROJECT NO. HSIPSL-5935 (086)**

DATE: FEBRUARY 24, 2023

This Page Intentionally Left Blank

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

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

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

END OF SECTION

SECTION 2. BIDDING

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works 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 Standard Plans and Specifications as adopted by the County of San Mateo insofar as the same may apply, and in accordance with the following Special Provisions.

As set forth in **Resolution No. 077227** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved 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.

END OF SECTION

SECTION 3. CONTRACT AWARD AND EXECUTION

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

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

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

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

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

- (3) All protests shall be delivered to:

Director of Public Works
County of San Mateo
555 County Center, 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 File Number
- A complete statement describing the basis for the bid protest, which includes a detailed statement of all legal and factual grounds for the protest
- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

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

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

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

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

Paragraph 1 of Section 3-1.02, "Contract Bonds," of the Standard Specifications is amended to read:

"The Contractor shall provide, at the time of the execution of the Agreement or Contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. 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, in general, of installing midblock crosswalks with rectangular rapid flashing beacons (RRFB), installing concrete curb extensions, curb ramps, traffic striping and markings, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

END OF SECTION

SECTION 5. CONTROL OF WORK

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

5-1. Differing Site Conditions

This section shall be used in lieu of Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications. Section 4-1.06 of the Standard Specifications shall not apply.

Contractor's Notification

Contractor shall promptly notify the Engineer if either of the following conditions are found:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract.

Contractor shall include details explaining the information relied on and the material differences discovered.

If Contractor fails to notify the Engineer promptly, the differing site condition claim is waived, for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, Contractor waives the differing site condition claim.

Engineer's Investigation and Decision

Upon Contractor's notification, Engineer shall investigate job site conditions and:

1. Notify Contractor whether to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both

Contractor may protest the Engineer's decision.

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 usnorth811.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.

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

END OF SECTION

SECTION 6. CONTROL OF MATERIALS

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

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

6-1. Certificates of Compliance

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

6-2. Materials Testing

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

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	Description
Aggregate Base	Relative Compaction	CT 231 or ASTM D6938	Determines field densities using a nuclear gage.
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 Officer to represent him in the administration of these guidelines and in the enforcement of the provisions of Sections 2.50.040 and 2.50.050 of Title 2, Chapter 2.50.

7-1.2. Certifications of Compliance and Intent

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

7-1.3. Equal Employment Opportunity Program

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

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

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

- B. The affirmative actions the bidder has taken and will take to ensure equal employment opportunity. These shall include:

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

program information.

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

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

7-1.4. Equal Employment Opportunity Program Evaluation

- A. The Compliance Officer (**CO**) will review the EEOP submitted by the low bidder in order to determine whether the program submitted complies with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, and these guidelines. If deficiencies are indicated, CO may request additional information from the bidder or suggest appropriate remedies. The CO will be available to answer questions relative to the guidelines and to advise those seeking assistance of other sources. CO will not be responsible for the 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."
- b. "If, after an award is made, the contractor is found by the County or by a Federal or State agency empowered to make such findings to be in substantial or material violation of the Fair Employment Practices Act of the State of California, the Equal Employment Opportunity Requirement of Executive Order 11246, title VII of the Civil Rights Act of 1964, or of the provisions of this chapter or of the Board-established guidelines implementing them, he may be found to be in material breach of contract, and the County shall have the power to cancel the contract in whole or in part, or alternatively, to deduct for each working day during which the contractor is found to have been in such non-compliance, two percent (2%) of the total amount payable to the contractor."

7-1.9. Waiver of Compliance

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

7-1.10 Employee Benefits

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

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

7-1.11 Non-Discrimination

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

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, 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 Officer.

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

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

7-2. Prevailing Wages

The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and the Federal Requirements section of these Special Provisions.

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

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

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with**

limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- (2) **No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
- (3) **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

7-2.1. Payroll Records

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

"If by the 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 next following the date that all the satisfactory payrolls for which the withholding was made are submitted."

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

The Contractor is further advised that, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015,

all contractors and subcontractors working on a contract for public work on a public works project must furnish electronic certified payroll records to the Labor Commissioner.

7-2.2. Contractor Employee Jury Service

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

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

7-3. Highway Construction Equipment

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

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

7-4. Public Safety

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

Full compensation for conforming to the requirements of this section

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

7-5. Trench Safety

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

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

END OF SECTION

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

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

8-1. Time of Completion

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

THIRTY (30) WORKING DAYS

from the date of said beginning, as described above.

The Contractor is advised that first working day shall be June 19, 2023 when school is on summer break. The Contractor shall order traffic equipment with long lead time as soon as possible after project award. Reference is made to Sections 88 of these Special Provisions.

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

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

8-2. Liquidated Damages

Attention is directed to Sections 8-1.04, "Start of Job Site Activities," 8-1.05, "Time," and 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Five Hundred Dollars (\$500.00) per calendar day for every calendar day delay over and above the number of working days prescribed above for finishing the work.

The Contractor is advised that task-based liquidated damages may be enforced in conformance with the following bid item-specific Special Provisions:

- (1) **Section 7-2.1, "Payroll Records," \$500 per day**
- (2) **Section 84, "Traffic Stripes and Pavement Markings," \$500 per day**

8-3. Progress Schedule

The Contractor is advised that an initial/baseline project schedule and subsequent schedule updates is required for the work included under this Contract, and such schedules shall be in accordance with these Special Provisions.

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

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

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

The Contractor is advised that:

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

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 unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

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

END OF SECTION

**SECTION 9.
MEASUREMENT AND PAYMENT**

9-1. Force Account Work

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

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

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

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

9-2. Payments to Contractor

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

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

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

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

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

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

9-3. Payments Withheld from Contractor

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

- 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-built 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.

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 Section 9204 and

Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

END OF SECTION

SECTION 11. MOBILIZATION

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

11-1. Property Owner Primary Notification

The Contractor shall furnish all affected property owners and/or residents written notification that describes the proposed work and provide Engineer with a representative photo evidence. The photographs will be date and time stamped. 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.

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

The Contractor'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 the work required to install new sidewalks. Reference is made to Section 19, "Roadway Excavation," of these Special Provisions.

For additional property owner notification requirements, the

Contractor's attention is directed to Section 12, "Maintaining Traffic," of these Special Provisions.

The contract lump sum paid for this item, "Mobilization," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in bringing equipment, materials, and tools to the site, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

END OF SECTION

SECTION 12. MAINTAINING TRAFFIC

Attention is directed to Section 12-1, "Temporary Traffic Control, General," of the Standard Specifications, Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. 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.

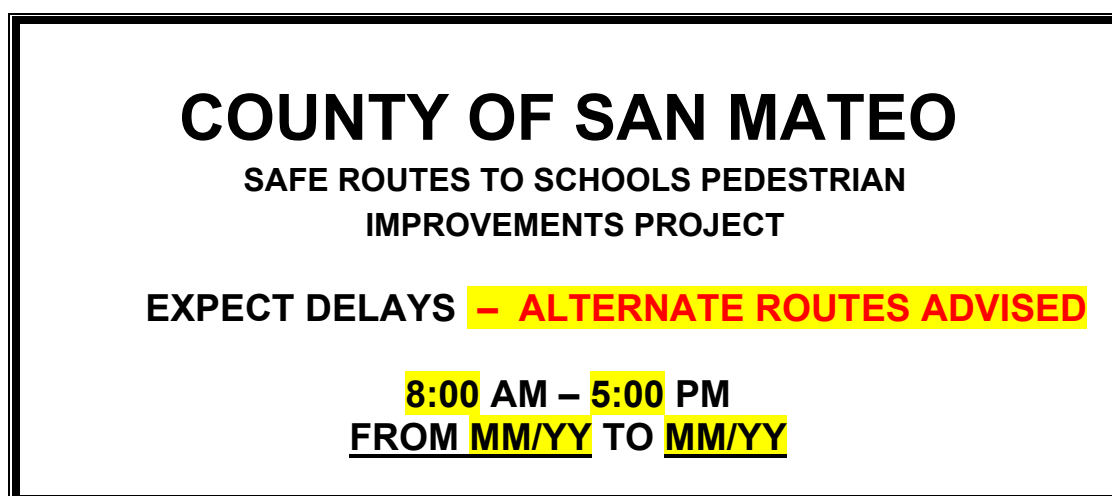
The Contractor shall provide approved notification to all affected owners/residents a minimum of **FORTY-EIGHT (48) HOURS** prior to the commencement of any Project specific site work to allow residents to move their vehicles away from the work area. Failure to distribute notices shall be sufficient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

Traffic Control Plan

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, night work, including dates, times and affected streets. Wording of advisory signs shall be as follows:



Advisory signs shall be set in accordance to the locations as shown on the Location Map of Plan Sheet 1. The Contractor is advised that there are approximately five (5) advisory signs to be posted. Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work, unless otherwise directed by the Engineer. 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.

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than eleven feet (11') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than eleven feet (11') 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 eleven feet (11') 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 Contract lump sum price paid for this item, "Maintaining Traffic," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in traffic management, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

12-1. Temporary Pavement Delineation

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 for which intersection improvements or slurry sealing has 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, "Temporary Traffic Control Devices, 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. Unless otherwise shown on the Plans or directed in writing by the Engineer, centerline 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, 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 own 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 Stripes and Markings – Traffic Tape or Paint

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) 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.

Full compensation for all work involved for this item, "Temporary Pavement Delineation," shall be considered as included in unit prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

END OF SECTION

**SECTION 13.
WATER POLLUTION CONTROL**

The provisions of Section 13, “Water Pollution,” of the Standard Specifications are superseded by these Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP).

Information regarding this program is available at **www.flowstobay.org**.

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

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

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

Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and wetlands, San Francisco Bay and the Pacific Ocean. The

Contractor shall be responsible for any environmental damage caused by his operations and those of his subcontractors or employees.

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

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

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

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the

operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been approved. Attention is directed to "Contractor Response" of this Section for additional provisions relating to correction of the Contractor's water pollution control program, and payment.

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

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

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 contract lump sum paid for this item, "Water Pollution Control," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting water resources, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

END OF SECTION

SECTION 14. CONSTRUCTION WASTE MANAGEMENT

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

The contract lump sum paid for this item, "Construction Waste Management," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in managing and disposing of waste, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

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. 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 – 5th 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 15. EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specifications, Section 15, "Existing Highway Facilities," and Sections 107, "Trench Safety," of these Special Provisions, Appendix B of these Project specifications, the Plans, and the directions of the Engineer.

The Contractor shall be responsible for locating existing utilities before proceeding with drainage facilities, traffic/pedestrian signal installation/relocation, road resurfacing, slurry sealing, and road excavation work to avoid unnecessary breakage of the existing sanitary sewer laterals and any other utilities to remain. The Contractor's attention is directed to the provisions of Section 15-1, "Pothole and Protect Existing Utilities," of these Special Provisions.

Facilities not designated on the Plans or by the Engineer for removal shall remain in place. Damage to these facilities as a result of the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at the expense of the Contractor and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor's attention is directed to the following:

(1) Maintaining Emergency Access to Sanitary Sewer and Storm Drain Systems

Due to the inherent risk of backup and overflow incidents associated with sanitary sewer and storm drain systems, the Contractor is advised of the importance of maintaining access to the facilities of said systems, in order to provide emergency maintenance service in the event of such an incident. With respect to this risk, reference is made to Section 39, "Asphalt Concrete (Type A)," of these Special Provisions.

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

(2) Sanitary Sewer Facilities

(a) Maintaining Flows:

Flows within the sanitary sewer system shall be maintained at all

times during this Project.

- (b) **The Engineer, or designated representative of the North San Mateo County Sanitation District (District), must be present during all operations to perform work on sanitary sewer facilities to ensure conformance with District's requirements. The Contractor shall request for the Engineer to contact and coordinate with the District a minimum of five (5) working days prior to start of any work on the District's sanitary sewer facilities.**

(3) **Utility Adjustments**

- (a) Utilities shall not be adjusted to final grade until the adjacent surfacing has been completed.
- (b) Same-day paving of adjusted utilities shall not be allowed. Once utility adjustments are completed, traffic cones shall be placed over the adjusted utilities, the newly poured concrete collars allowed to cure overnight, and utility paving completed the following day, unless otherwise authorized by the Engineer.
- (c) **If paving of adjusted utilities is not to be done the following day, the Contractor shall place cutback to temporarily bring the surface around adjusted utilities to grade until paving can be completed, unless otherwise directed by the Engineer.**
- (d) The Contractor is encouraged to protect the concrete collars from the cutback. Should the Contractor choose not to protect the concrete collars from the cutback, the Contractor will be required to thoroughly clean the concrete collars, to the satisfaction and approval of the Engineer, to ensure asphalt concrete pavement will properly adhere to the concrete collar. The Contractor shall not proceed without the Engineer being present during such cleaning operations.
- (e) The cost for placing and removing said cutback, and, if necessary, cleaning concrete collars, shall be considered as included in the Contract unit prices paid for the various utility adjustments and no additional compensation will be allowed therefore.
- (f) **The Contractor is advised that utilities will not be considered as having been completed nor paid for until after final paving has**

been done and, in the case of manholes, debris removed from inside the manhole when such debris is considered to be due to work performed by the Contractor.

The Contractor shall be responsible for providing, by any means necessary, reference points for existing highway facilities (such as water valves, manholes, monuments) that are to be adjusted such that said facilities can be located after the roadway has been paved by the Contractor. All tie-out points shall be removed upon completion of the work. If paint markings are used to locate facilities, the Contractor shall remove these markings by power washing or other method, as approved by the Engineer. The Contractor shall be required to clean any markings placed in association with this project. The cost for removing said markings shall be fully borne by the Contractor, and no additional compensation will be allowed therefore.

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 or by phone by dialing (800) 642-2444 or 811.

15-1. Pothole and Protect Existing Utilities (not related to scope of work)

Potholing, or exploratory excavation, shall be undertaken as directed by the Engineer, for locations outside of project work scope to confirm size and material of existing utilities.

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

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

Existing utilities shall be protected from damage in conformance with the provisions in Section 5-1.36, "Property and Facility Preservation" of the Standard

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

The Contract unit price paid per each for this item, "Pothole and Protect Existing Utilities (not related to scope of work)," shall include full compensation for providing all labor, tools, materials and incidentals, and for doing all work required to pothole for locations outside of the project work scope, protect existing utilities, replace surface material in kind, if necessary, and compacting backfill material, and no additional compensation will be allowed therefore.

All potholes needed for construction of project related work, including but not limited to traffic/pedestrian signal pole/equipment foundations, and pole installation, shall not be paid under this item, "Pothole and Protect Existing Utilities (not related to scope of work)," and shall be as included in the unit prices paid for various Contract items of work, and no additional compensation will be allowed therefor.

The Contractor is advised that the approximately twenty (20) potholes is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of this item "Pothole and Protect Existing Utilities (not related to scope of work)" required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate or reduce in quantities of this item, "Pothole and Protect Existing Utilities (not related to scope of work)," from the project completely. **The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.**

15-2. Remove Pavement Markers, Traffic Stripes, and Pavement Markings

Removal of pavement markers, traffic stripes, and pavement markings shall conform to Section 15, "Existing Facilities," Section 84-9, "Existing

Markings,” of the Standard Specifications, these Special Provisions and the directions of the Engineer.

Existing pavement markers, traffic stripes, and pavement markings, where shown on the Plans and when no longer required for traffic lane delineation, as directed by the Engineer, shall become the property of the Contractor and shall be completely removed and disposed of outside the highway right of way in conformance with Section 5-11, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions.

Any epoxy remaining after removal of pavement markers shall be removed by any method approved and directed by the Engineer.

All existing pavement markers, traffic stripes, and pavement markings shall be removed as shown on Plans. The residue from sand blasting, including dust and water, shall be removed immediately after contact with the surface being treated. Said removal shall be by vacuum attachment operating concurrently with the blast cleaning operation, or by other methods approved by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-4, “Public Safety,” of the Standard Specifications.

Section 84-9.04, “Payment,” of the Standard Specifications does not apply to this item of work.

Full payment for conformance with this Special Provision 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.

15-3. Remove Portland Cement Concrete

Removal of Portland cement concrete shall conform to the provisions in Section 15-1.03B, “Removing Concrete,” of the Standard Specifications, the Plans and these Special Provisions.

Existing concrete and base material, as shown on the Plans or as designated by the Engineer to be removed, shall become the property of the Contractor and shall be completely removed. Removed material shall be disposed of in accordance with Section 5-11, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions.

Where no joint exists in the pavement on the line at which the concrete is to be removed, a straight, neat cut with a power driven saw shall be made along said line before removing concrete. Payment for sawcutting Portland cement concrete shall be in accordance with Section 39-3, "Sawcut Asphalt Concrete Pavement and Portland Cement Concrete," of these Special Provisions.

Full payment for conformance with this Special Provision shall be paid in the unit prices paid for the item, "Roadway Excavation," and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 17. CLEARING AND GRUBBING

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

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

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

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

All existing vegetation, fencing, driveways, and walks outside the areas to be cleared and grubbed, shall be protected from injury and damage resulting from the Contractor's operations. Removal of any concrete improvements including sidewalks, driveways, underdrain pipes, sprinklers, landscaping, signs, barricades, fences, trees, shrubs and hedges shall be removed completely, as shown on the Plans and as directed by the Engineer. Trees, hedges, and shrubs shall be trimmed as necessary. Existing vegetation and trees to remain shall be protected, unless designated to be removed by Plan or as directed by the Engineer.

The Contractor shall not remove fences, trees, shrubs, hedges, mailboxes, or any other landscaping or improvements prior to receiving written approval from Engineer.

Existing improvements, such as fences, mailboxes, and landscaping, that

need to be removed and/or relocated, as determined by the Engineer for construction purposes, shall be accomplished only after the property owners have been given an opportunity to perform this task themselves. If the property owners do not perform this task, then the Engineer may direct the Contractor to perform this operation. Existing improvements removed shall become the property of the Contractor and shall be hauled away by the Contractor, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner. Written proof of any arrangements made between the Contractor and property owners shall be provided to the Engineer.

Removing, salvaging and/or relocating existing fences shall conform to the provisions of Section 80, "Fences," of the Standard Specifications and these Special Provisions. The Contractor shall carefully remove the existing fence section for re-installation after all necessary improvements are complete. If the existing fence is damaged by the Contractor and cannot be reused, the Contractor shall replace the fence section at no cost to the County or Property Owner.

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

Where conforms are made to existing concrete and no joints exist between concrete to be removed and concrete to remain, the concrete shall be cut in a neat line to the extend of the concrete with a power driven saw before concrete is removed

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

The Contract lump sum price paid for this item, "Clearing and Grubbing," shall include, but not be limited to, full compensation for furnishing all labor, materials, equipment and incidentals necessary for doing all work involved in clearing and grubbing, including, but not limited to, the removal and disposal of concrete (or relocation and salvaging thereof), underdrain pipes, sprinklers, landscaping, signs, shrubs, hedges, miscellaneous facilities, trimming of trees,

hedges, and shrubs as necessary, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 19. EARTHWORK

Earthwork shall conform to the provisions of Section 19, "Earthwork," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

Pursuant to State law regulations, all open excavations greater than five feet in depth shall be constructed with bracing, sheeting, shoring or other equivalent method designed for the protection of life and limb. The Contractor must at all times comply with the requirements of the construction safety orders of the Division of Industrial Safety, uniform Building Code, Cal-OSHA, and other governing codes and restrictions.

The above-stipulated requirements shall be considered the minimum to be provided. It shall be the Contractor's responsibility to provide the additional strength required to support the sides of the excavation against loads which may exceed those employed to derive the criteria set forth in the Industrial Safety orders. The Contractor shall be solely responsible for any and all liabilities which may arise from his failure to provide adequate shoring, bracing or sheeting as necessary to support the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

The Contractor shall assign a project safety supervisor who shall, by training and experience, be fully qualified to supervise the installation, maintenance and removal of sheeting, shoring and bracing. The project safety supervisor shall have full authority over the work in all job safety matters and shall be present at all times when work is in progress in excavations and trenches greater than five feet in depth.

The Contractor's attention is further directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. Damages, as a result of the Contractor's operations to properties and facilities to remain, shall be repaired or replaced at the Contractor's expense.

It is anticipated that the Contractor may choose to perform additional earthwork beyond the limits, as shown on the Plans, to accommodate the work. Such additional work shall not result in additional compensation unless approved

in advance, in writing, by the Engineer. The site will be surveyed by County forces immediately prior to and following completion of construction in order to determine the actual quantities of earthwork. The resultant quantities of earthwork shall be determined by means of average end areas. Any increase in the estimated quantities resulting from adjustments to the limits of work as approved by the Engineer shall be calculated by the Engineer by whatever means he deems best for determining the adjustment.

The Contractor may propose alternate excavation or shoring plans to safely complete the work.

Should the Engineer determine that work be suspended for the Winter Season due to the Contractor not aggressively prosecuting the Project to completion within the stipulated time, the Contractor shall be responsible for “winterizing” the Project to the satisfaction for the Engineer, and maintaining said Project in a safe and acceptable manner, regardless of the amount of effort involved, all at the Contractor’s expense, and no additional compensation will be allowed therefore.

“Winterizing” shall include the general maintenance of the Project site to a level that will not leave any detrimental effects for future construction, clean-up of material tracked from the Project limits, supplying and placing material to provide and maintain access, necessary work to maintain existing drainage patterns, and all work necessary to comply with Section 5-10, “Public Convenience,” and Section 7-4, “Public Safety,” of these Special Provisions.

19-1. Roadway Excavation

Roadway excavation shall conform to the provisions of Section 19-2, “Roadway Excavation,” of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer. Roadway excavation work shall be coordinated with utility company relocation work, if any. The Contractor’s attention is directed to Section 5-3, “Cooperation” of these Special Provisions.

The Contractor’s attention is further directed to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. Damages, as a result of the Contractor’s operations to properties and facilities to remain, shall be repaired or replaced at the Contractor’s expense.

Roadway excavation shall be performed to the limits and elevations

shown on the Plans and as specified in these Special Provisions, or as designated by the Engineer. Failure to adhere to the grades indicated and the tolerances allowed, and failure of drainage tests, as determined by the Engineer, will require the Contractor to take all corrective actions stipulated by the Engineer, all at the Contractor's expense, and no additional compensation will be allowed therefore.

Damage to property, facilities, improvements and/or landscaping to remain, whether inside or outside the Project limits, which, in the Engineer's judgment, were due to the Contractor's operations, shall be repaired or replaced to the satisfaction of the Engineer by the Contractor entirely at his expense, and no additional compensation will be allowed therefore.

It is anticipated that unknown live and abandoned utilities and service laterals may be located within the planned work area, structural section or immediately below the grading plane. The Contractor shall determine the exact locations and depths of all utilities and service laterals for project related work before starting excavation, at the Contractor's own expense, and no additional compensation will be allowed therefor.

Conform lines, for sidewalk and curb extensions, shall be sawcut in accordance with Section 39-3, "Sawcut Asphalt Concrete and Portland Cement Concrete," of these Special Provisions. The Contractor's attention is directed to Section 39-3, "Sawcut Asphalt Concrete and Portland Cement Concrete," of these Special Provisions regarding payment for sawcutting of asphalt concrete pavement.

Removal of existing asphalt concrete pavement, as shown on the Plans, shall be considered as included in this item of work, "Roadway Excavation," and no additional compensation will be allowed therefore.

Removal of existing asphalt concrete pavement for the construction of asphalt pavement conform shall not be permitted until the installations of all new curbs, gutters, and curb ramps are completed, water tested and approved. Any proposals to deviate from this order of work must be submitted to the Engineer in writing for review and approval or rejection. Removal of existing pavement, base, subbase, and basement soil shall be considered as included in this item of work, "Roadway Excavation," and no

additional compensation will be allowed therefore.

Any newly installed curbs, gutters, and curb ramps which gutter portions that are shown by water test to pond water, shall be removed and reinstalled, as directed by the Engineer and at the Contractor's expense, before road work commences.

Suitable excavated material within the Project limits, as determined by the Engineer, may be used as backing material behind newly constructed sidewalk, as designated by the Engineer. The placement of suitable excavated material in such areas shall be considered as included in the Contract unit price paid per cubic yard for the item, "Class 3 Concrete," and no additional compensation will be allowed therefore.

Surplus material, including asphalt concrete cutback and pavement reinforcing fabric, shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, as well as with local agency requirements.

Excavation of the existing travelway shall not commence until authorized, in writing, by the Engineer. The Contractor's attention is directed to Section 12, "Maintaining Traffic," and Section 5-10, "Public Convenience," of these Special Provisions.

The Contractor is advised that excavation may conflict with existing improvements, and landscaping, that need to be relocated or removed for construction purposes, as determined by the Engineer. Said work shall be accomplished only after the property owners have been notified and given an opportunity to perform this task themselves. Reference is made to the requirements listed under the "Property Owner Primary Notification" paragraphs under Section 11, "Mobilization," of these Special Provisions.

If the property owners do not perform this task, then the Engineer may direct the Contractor to perform this operation. Existing improvements removed shall become the property of the Contractor and shall be hauled away by the Contractor, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner. The Contractor shall not destroy

existing improvements that are outside the limits of the final construction. If existing improvements outside of the limits of the final construction are destroyed, the Contractor shall be responsible for their replacement cost. Any improvements that may be impacted, including lawns and sprinklers, within the limits of the work, shall immediately be brought to the attention of the Engineer.

The Contractor shall provide the Engineer all documentation as to the weight of materials removed and recycled during the course of the project. The Contractor shall provide a copy of all receipts or other proof from any recycling center used by the Contractor. The Contractor's attention is directed to Section 14, "Construction Waste Management," of these Special Provisions.

Excavation beyond the designated limits, or unauthorized by the Engineer, will not be paid for by the County. In addition, the Contractor shall be responsible for the cost of all remedial work associated with over-excavated areas. Such remedial work shall be performed in a manner as directed by the Engineer.

Excavation required for Rectangular Rapid Flashing Beacon (RRFB), assembly poles, pedestrian pushbuttons, as shown on the Plans and as directed by the Engineer, shall be considered as included in the Contract unit price paid for this item, "Rectangular Rapid Flashing Beacon Assembly," and no separate compensation will be allowed therefore.

Upon completion of rough grading at the grading plane, or placement of any subsequent layer thereon, the surface of the roadbed shall, by the end of the work day, be brought to a smooth and even condition, free of humps and depressions, and satisfactory for use of public traffic, as determined by the Engineer.

The Contractor is advised to review the Project site for material to be excavated. Regardless of material encountered, full compensation for performing roadway excavation, as described herein, shall be included in the Contract unit price paid for this item, "Roadway Excavation," and no additional compensation will be allowed therefore.

The Contract unit price paid per cubic yard for this item, "Roadway Excavation," shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary for doing all work involved in

excavating, hauling, filling, spreading, grading and compacting, as specified in these Special Provisions, including, but not limited to, disposing of surplus excavated material outside of the highway right-of-way, and grading areas for positive drainage flow, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Roadway excavation shall consist of all excavation involved in this construction work, including, but not limited to, the removal of concrete, asphalt concrete, asphalt concrete (miscellaneous areas), aggregate base and other materials, but excluding excavation required for Rectangular Rapid Flashing Beacon Assembly (RRFB) and signs. Reference is made to Section 15-3, "Remove Portland Cement Concrete," of these Special Provisions.

END OF SECTION

**SECTION 21.
EROSION AND SEDIMENT CONTROL**

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

The Contractor is advised that failure to fully comply with the provisions of this Section and/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 Erosion Control

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

Temporary erosion controls may consist of straw logs, straw mulch, silt fencing, temporary berms, or any combination of these or other means acceptable to the Engineer to prevent polluted runoff and/or wind erosion. The use of any type of hay or any straw containing oat or weed seed is expressly forbidden. The Contractor is encouraged to review the Best Management Practices (BMPs) included in the County of San Mateo Maintenance Standards for installation and maintenance recommendations.

Temporary erosion controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. The

Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until sufficient quantities and types of temporary erosion control materials have been delivered to the work site as determined by the Engineer.

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

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

A. Staging Areas

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

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

B. Staging Area Finish

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

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the conclusion of construction operations. Staging area surfaces shall be smoothed and contoured to drain in the same manner as prior to their use. The smoothed and contoured surface shall be covered

with not less than six (6) inches and not more than twelve (12) inches of three-inch (3") un-compacted drain rock unless other material is approved in advance in writing by the Engineer. Any adjacent areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

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

C. Mulch

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

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

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

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

D. Winterization

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

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

E. Payment

Full payment for conformance with this Special Provision shall be considered as included in the Contract price paid for Water Pollution Control, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 26.
AGGREGATE BASE (CLASS 2)

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

Aggregate base shall be placed where shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, natural, clean, rough-surfaced gravel and sand, or a combination thereof.

Aggregate base shall consist of reclaimed aggregate material up to 50% of the total volume whenever possible, as allowed in the first paragraph of Section 26-1.02A, "General,"

"Aggregate must be clean and consist of any combination of the following:

1. Broken stone
2. Crushed gravel
3. Natural rough-surfaced gravel
4. Sand
5. Processed reclaimed asphalt concrete, PCC, LCB, or CTB

Except as provided for under Section 39, "Asphalt Concrete (Type A)," of these Special Provisions, the grading of the material shall conform to the three-quarter inch (3/4") maximum specified in Section 26-1.02B, "Class 2 Aggregate Base," of the Standard Specifications.

Spreading and compacting shall be performed by methods that will produce a uniform base, firmly and properly compacted to not less than ninety-five percent (95%) relative compaction, and free from pockets of coarse or fine material. All compacted materials may be tested by the County. The Contractor's attention is directed to Section 6-2, "Materials Testing," of these Special Provisions. Acceptance testing shall be performed using California Test Method (CT) 338 or ASTM D6938, as directed by the Engineer.

The Contractor shall notify the County a minimum of one (1) working day prior to when compacted materials are ready to be tested. The County pays for Contractor's call for first test only. Should the first test fail, or the Engineer's designee to perform the

first test arrive and the Contractor not be ready for the test, then all subsequent tests will be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore.

Aggregate base that is used to provide temporary access to work areas and driveways, as well as all other work that is necessary to comply with Section 5-10, "Public Convenience," of these Special Provisions, shall not be included in the Contract quantity for Aggregate Base (Class 2), and shall be considered as included in the various Contract items of work, and no additional compensation shall be allowed therefore.

The Contract unit price paid per cubic yard for this item, "Aggregate Base (Class 2)," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in furnishing, hauling and placing aggregate base, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 39.
ASPHALT CONCRETE (TYPE A HMA)

Asphalt concrete shall be Type A HMA and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating and reference marking all existing highway facilities (such as manholes, valves, and monuments) within the Project limits prior to any paving work.

Asphalt concrete to be used for roadway area, and miscellaneous areas, as shown on the Plans and as designated by the Engineer, shall be Type A HMA, 1/2" maximum, medium grading.

The Contractor will be responsible for removing all existing pavement markings as shown on the plans within the Project limits. Removal of existing pavement markings shall be in conformance with the Standard Specifications, these Special Provisions and the directions of the Engineer. Reference is made to Section 84, "Traffic Stripes and Pavement Markings," of these Special Provisions.

The amount of asphalt binder to be mixed with the aggregate shall be between four percent (4%) and six percent (6%) by weight of dry aggregate. The exact amount of asphaltic binder to be mixed with the aggregate shall be as determined by the Engineer.

Areas to which asphaltic emulsion has been applied shall be closed to public traffic. Care shall be taken to avoid tracking asphaltic emulsion onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any damage to existing curbs, gutters, sidewalks, and driveways. Any asphalt concrete or asphaltic emulsion stains occurring during the course of this Contract will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage shall be considered as included in the Contract unit price paid per cubic yard for item 51-2, "Class 3 Concrete," of these Special Provisions, and no additional compensation will be allowed therefore.

Any asphalt concrete placed outside the lines and dimensions shown

on the Plans, and that is not authorized by the Engineer in writing, shall not be paid for. Such quantity of asphalt concrete will be determined by the Engineer using any method he/she deems best suited to obtain an accurate quantity, and such quantity will be deducted from the total paid the Contractor, and no additional compensation will be allowed therefore. The unit weight of asphalt concrete for purposes of deduction shall be the average tested weight of the asphalt concrete used on this Project, or, absent any testing, 155 pounds per cubic foot.

39-1. Asphalt Concrete (Miscellaneous Areas)

Asphalt Concrete (Miscellaneous Areas) shall conform to the provisions of Sections 39-2.01C(9), "Miscellaneous Areas and Dikes," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete used for miscellaneous asphalt concrete areas shall be Type A HMA 1/2" maximum, medium grading and shall conform to the provisions of Section 39, "Asphalt Concrete (Type A HMA)," of these Special Provisions.

Aggregate base required for miscellaneous asphalt concrete areas shall conform to the provisions of Section 26, "Aggregate Bases," of these Special Provisions.

Asphaltic Emulsion (Tack Coat) required for miscellaneous asphalt concrete areas shall conform to the provisions of Section 39-2, "Asphaltic Emulsion (Prime Coat, Curing Seal and Tack Coat)," of these Special Provisions.

The Contractor is advised that it will be his responsibility to assure that existing drainage patterns are maintained at all locations, as indicated on the Plans, unless otherwise directed by the Engineer.

Any miscellaneous asphalt concrete placed beyond the limits, as shown on Plans or as directed by the Engineer, and resulting from the Contractor's operations, shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

The Contractor's attention is directed to the fact that full compensation for furnishing and placing asphalt concrete and asphaltic emulsion (tack coat), except for roadway excavation and aggregate base, for miscellaneous asphalt concrete areas, complete in-place, shall be considered as included in the

Contract price paid per square yard for this item, "Asphalt Concrete (Miscellaneous Areas) 1-Inch Deep" and "Asphalt Concrete (Miscellaneous Areas) 6-Inch Deep". Reference is made to Section 19, "Earthwork," Section 26, "Aggregate Base (Class 2)," and Section 39-2, "Asphaltic Emulsion (Tack Coat)" of these Special Provisions.

The Contract price paid per square yard for this item, "Asphalt Concrete (Miscellaneous Areas) 1-Inch Deep" and "Asphalt Concrete (Miscellaneous Areas) 6-Inch Deep," shall include full compensation for preparing areas to receive asphalt concrete and for furnishing all labor, materials (including for asphalt concrete and asphalt emulsion), tools, equipment and incidentals, and for doing all work involved in furnishing and placing asphalt concrete and asphaltic emulsion in miscellaneous asphalt concrete areas, including, but not limited to, all sub-grade preparation, hauling, placing, spreading, and compacting of subgrade to 90% compaction and place asphalt concrete in miscellaneous asphalt concrete areas, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore reference Section 19-1 Roadway Excavation for excavation payment.

39-2. Asphaltic Emulsion (Tack Coat)

Asphaltic Emulsion (Tack Coat) shall conform to the provisions of Section 39-2.01C(3)(f), "Tack Coat," and Section 94, "Asphaltic Emulsions," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

Asphaltic emulsion shall be applied as a tack coat to asphalt concrete paving areas, as shown on the Plans, as indicated in these Special Provisions and as directed by the Engineer. Asphaltic Emulsion for asphalt concrete paving areas shall be Type SS1.

The areas to which asphaltic emulsion has been applied shall be closed to public traffic, as specified in these Special Provisions and as directed by the Engineer; and the Contractor shall avoid tracking asphaltic emulsion onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any asphaltic emulsion stains occurring during the course of this Contract. Such stains will be cleaned by

sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage 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.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and applying asphaltic emulsion for this item, "Asphaltic Emulsion (Tack Coat)," as specified in the Standard Specifications and these Special Provisions, as shown on the Plans, and as directed by the Engineer, shall be considered as included in the unit prices paid for the various Contract items of work, and no separate payment or additional compensation will be allowed therefore.

39-3. Sawcut Asphalt Concrete and Portland Cement Concrete

Sawcut Asphalt Concrete and Portland Cement Concrete shall conform to these Special Provisions, the Plans, and the directions of the Engineer.

Existing asphalt concrete and Portland cement concrete shall be sawcut at roadway, sidewalk, curb, gutter, and where existing concrete is to be removed to facilitate construction of curb ramps, curb and gutter, sidewalk, and at other locations shown on the Plans or directed by the Engineer. The exact limits shall be as shown on the Plans, unless prior written approval for adjustment is given by the Engineer. The Contractor shall provide a neat, clean, and uniform joint at all conforms, as directed by the Engineer. The Contractor is advised that the method used to provide a neat, clean, uniform joint shall be subject to the approval of the Engineer.

All sawcutting operations shall be performed with a power-driven saw and the sawcut shall extend completely through the asphalt concrete and Portland cement concrete (or other facilities). The use of pavement breakers or other devices for cutting pavement will not be permitted unless specifically authorized, in writing, by the Engineer.

Cracked or broken pavement caused by, or new or existing improvements damaged by, the Contractor's operations shall be removed to a line established by the Engineer, and shall be replaced with new asphalt concrete or Portland cement concrete, all at the Contractor's expense and as directed by the Engineer, and no additional compensation will be allowed therefore.

The Contractor's attention is directed to Section 13, "Water Pollution Control," of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and completely removed from the site. Any slurry shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in sawcutting asphalt concrete and Portland cement concrete, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the various Contract unit prices paid, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 51. CONCRETE STRUCTURES

Concrete Structures shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

51-1. Class 2 Concrete (Minor Structures)

Class 2 Concrete (Minor Structures) shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Concrete for minor structures shall conform to Section 90-1, "General," and Section 90-2, "Minor Concrete," of the Standard Specifications.

Concrete structures to be paid for as Class 2 Concrete (Minor Structures) shall be as designated on the Plans.

Portland cement concrete for minor structures shall be produced from commercial quality aggregate and cement shall contain not less than 590 pounds of cement per cubic yard (350 kg/m³).

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

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, and no additional compensation will be allowed therefore.

51-2. Class 3 Concrete

Class 3 concrete shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Portland cement concrete Class 3 concrete shall be produced from commercial quality aggregate and cement content per cubic yard of concrete shall not be less than 505 pounds of cement per cubic yard (300 kg/m³) of cement.

Concrete curb, gutter, sidewalk, pads, island and curb ramps shall be constructed or reconstructed at the locations shown on the Plans and as designated by the Engineer. The Contractor is advised that the portions of any Portland cement concrete facilities that are removed to conform to the new grades shall be replaced "in kind," except where indicated on Plans.

At Avenue Alhambra in the El Granada Area, the concrete shall be terra cotta colored concrete (Color Number 10134 – Davis Colors, <https://www.daviscolors.com/concrete-colors/>).

Special care shall be taken during construction to accurately match the existing and/or required alignment and grades for all concrete work and to ensure positive drainage, as specified in these Special Provisions and as directed by the Engineer.

The progression and sequence of the various phases of the concrete work shall be approved by the Engineer. Work within a particular location or area shall not commence without approval of the Engineer.

The Contractor shall notify the Engineer **two (2) working days** prior to beginning concrete work, and shall provide **one (1) working day** advance notification whenever his work is interrupted. The Contractor's attention is directed to Section 12, "Maintaining Traffic," of these Special Provisions for property owner notification.

Curb, gutter, sidewalk and asphalt concrete shall be sawcut at the first scoring line at or beyond the planned point of removal. Sawcutting operations shall conform to Section 39-3 "Sawcut Asphalt Concrete and Portland Cement Concrete" of these Special Provisions.

The concrete for curb, gutters, sidewalks, pad, island and curb ramps shall be cured by the curing compound method conforming to Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications. The curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A,

except that loss of water in the water retention test shall not exceed 0.15-kilograms per meter squared in 24 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area.

Concrete and asphalt concrete to be removed shall be removed in accordance with the provisions in Section 73-10, "Existing Curb and Sidewalks," of the Standard Specifications. Any removed concrete shall become the property of the Contractor and shall be disposed of outside of the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions. **Upon removal of existing asphalt concrete path and concrete sidewalk, the Contractor shall close the path and sidewalk, with appropriate signage and cautionary measures, such as "Closed" signs at both sides of the affected area, or as directed by the Engineer, and provide temporary pedestrian access with temporary access ramps. Temporary pedestrian access shall be protected by traffic barriers and flashing beacons. New concrete sidewalk shall be installed within ten (10) working days after demolition of the existing sidewalk. Full compensation for providing temporary pedestrian access and temporary traffic control devices shall be considered as included in the Contract unit price paid for this item, "Maintaining Traffic," and no additional compensation will be allowed therefore.**

Damage to existing concrete improvements not designated on the Plans or by the Engineer for removal, and as a result of the Contractor's operations, shall be repaired by the Contractor, all at the expense of the Contractor and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor shall provide a neat, clean, and uniform joint at all curb, gutter, and sidewalk conforms and, when possible, joints shall be located at existing score lines. The Contractor is advised that the method used to provide joints at conforms shall be subject to the approval of the Engineer.

Holes shall be drilled into existing concrete for placement of slip dowels to tie new concrete work to existing concrete. Holes shall be nine inches (9") deep and slip dowels shall be eighteen inches (18") long, as shown on the Plans and as directed by the Engineer.

The Contractor is advised that all concrete work for installing new curb ramps, as well as any existing curb, gutter and sidewalk requiring reconstruction, shall be completed prior to commencement of asphalt concrete paving operations. Furthermore, the Contractor's attention is directed to Sections 51-3, "Install New Curb Ramps," of these Special Provisions.

Aggregate base required for curb ramps, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Payment for aggregate base (Class 2) shall be considered as included in the Contract unit price paid for "Aggregate Base (Class 2)," and no additional compensation will be allowed therefore.

All sawcutting required for the installation of new curb ramps, concrete pad, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 39-3, "Sawcut Asphalt Concrete or Portland Cement Concrete," of these Special Provisions. Payment for sawcutting of asphalt concrete and Portland cement concrete required to install new concrete pad, sidewalk, curb, gutter, and curb ramps shall be considered as included in the Contract unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

Quantities of concrete in curbs, sidewalks, island paving, gutter depressions, concrete pad, and curb ramps or driveway areas, to be paid for by the cubic yard, will be determined from the dimensions shown on the plans or such other dimensions as may be ordered in writing by the Engineer, and concrete placed in excess of these dimensions will not be paid for.

The Contract unit price paid per cubic yard for this item, "Class 3 Concrete," shall include full compensation for providing all labor, materials (including expansion joint material, dowels, bar reinforcement, and wire meshing), tools, equipment, and incidentals necessary for doing all work involved in constructing new concrete pad, sidewalk, curb, gutter, island paving, curb ramps, including any existing curb, gutter and sidewalk requiring reconstruction, but not limited to sawcutting of existing concrete curb, gutter and sidewalk, providing and placing backing material behind newly constructed sidewalk, as

shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contract bid price will be made for any increase or decrease in quantities for this item, "Class 3 Concrete," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

51-3. Install New Curb Ramps

Reference is made to Section 15, "Existing Facilities," Section 26, "Aggregate Base (Class 2)," Section 39-3, "Sawcut Asphalt Concrete and Portland Cement Concrete," and Section 51, "Class 3 Concrete," of these Special Provisions. **Reference is further made to the curb ramp details shown on Sheet 4 of the Plans.**

The Contractor is advised that there are **three (3)** Case C curb ramps and **four (4)** concrete pad to be installed, as shown on the Plans and as directed by the Engineer.

The Contractor is further advised that:

- (1) **The Contractor's attention is further directed to the potential utility boxes to be adjusted located in the road/sidewalk where the new curb ramp is to be constructed. *These utility boxes shall be adjusted to the new finished elevation of the new curb ramp.*** Payment for adjusting these utility boxes to grade shall be considered as included in the Contract unit price per each for this item, and no additional compensation will be allowed therefore.

New curb ramps shall be poured monolithically with the concrete curbs, gutters and sidewalks, as directed by the Engineer or unless otherwise authorized by the Engineer.

Any newly installed curb and gutter that are shown by water tests to pond water, shall be removed and reinstalled before road work commences, as directed by the Engineer and all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

The surface of the curb ramp shall be given a heavy broom finish that will provide a distinctive contrasting finish with adjacent sidewalk. Whereas, any

portions of all other existing concrete improvements removed, as marked in the field, shall be replaced "in kind," and shall have a finish and scoring that matches the existing concrete, except where indicated on Plans or as otherwise directed by the Engineer.

Class 3 Concrete to be used for concrete curb ramps shall not be calculated nor paid for under this item, "Install New Curb Ramp," but shall be included in the Contract unit price paid per cubic yard for "Class 3 Concrete," and no additional compensation will be made therefore.

51-4. Detectable Warning Surfaces

Detectable Warning Surfaces shall conform to the provisions of Section 73-1.02B, "Detectable Warning Surfaces," of the Standard Specifications, these Special Provisions, the Plans, the provisions of Standard Plan A88A and A88B, and the directions of the Engineer.

Detectable warning surfaces shall be placed on locations as shown on the Plans, and at locations designated by the Engineer.

Cast-in-place detectable warning surface tiles shall be used on all new curb ramps and pad and accessible routes.

Detectable warning surfaces shall be yellow at Bunker Hill Drive in the San Mateo Highland and at Avenue Alhambra in the El Granada Area.

The Contract unit price paid per square foot for this item, "Detectable Warning Surfaces," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in the installation of detectable warning surfaces (cast-in-place tiles), complete in place, including, but not limited to, trimming and cutting the panels to fit the required dimensions as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

51-5. Curb Painting

The Contractor is advised that portions of painted curb removed and other

painted curbs along the project as shown on the plans and the table below to facilitate installation of sidewalks access ramps shall be re-painted in accordance with these Special Provisions, and the directions of the Engineer.

Paint for curbs shall be specifically designed for painting concrete curbs. The Contractor shall provide material submittals for curb paint.

The locations, color, length and legend for curb painting shall be as follows and as shown on the Plans and as directed by the Engineer.

DESCRIPTION	LENGTH (Feet)	LOCATION
Curb Painting RED	22.5	2320 Bunker Hill Drive Before YELLOW Paint
Curb Painting RED	72.5	2320 Bunker Hill Dive from after ramp to before driveway
Curb Painting RED	52.5	2320 Bunker Hill Drive after driveway
Curb Painting YELLOW	96	2320 Bunker Hill Drive after RED paint
Curb Painting RED	15.5	2332 Bunker Hill Drive after driveway to begin Bulb-out

The County will provide stencils for the curb legends (No Parking and Loading Zone). Curb stencils can be obtained from the County's Road Department located at Grant Yard, 752 Chestnut Street, Redwood City, CA 94063. Contractor shall notify the Engineer a minimum of **two (2) working days** prior to requiring curb legend stencils.

Contractor shall return County-owned curb legend stencils in the same condition as provided:

- (1) Should stencils be damaged during the course of this Contract, as determined by the Engineer, Contractor shall replace the damaged stencil in-kind, all at Contractor's sole expense, and no additional compensation will be allowed therefore.
- (2) Any paint stains on the stencils occurring the course of this Contract, as determined by the Engineer, shall be cleaned to the satisfaction of the

Engineer, all at Contractor's sole expense, and no additional compensation will be allowed therefore.

The Contractor will be responsible for any curb paint stains on existing and new roadway improvements occurring during the course of this Contract. Such stains will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage shall be considered as included in the Contract unit bid price paid for "Class 3 Concrete," and no additional compensation will be allowed therefore.

The Contract unit price paid per linear foot for this item, "Curb Painting," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in painting sidewalk curb (vertical and horizontal surface) and legends on curb, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

**SECTION 56.
ROADSIDE SIGNS**

Roadside signs shall be installed in conformance with the provisions in Section 82, "Signs and Markers," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, the California Manual on Uniform Traffic Control Devices (2014), and the directions of the Engineer.

New Sign Panel Sizes, Sheeting and Color

CA MUTCD Sign Code	SIGN DESCRIPTION ("TEXT" AND/OR SYMBOL)	PANEL SIZE	ASTM SHEETING TYPE	Panel Color
R1-6 (CA)	STATE LAW YIELD TO WITHIN CROSSWALK	12" X 36"	ASTM Prismatic Type XI	Black on Fluorescent Yellow and White
R26 (CA)	NO PARKING ANY TIME	12" X 18"	ASTM Prismatic Type XI	Red on White
SW24-2 (CA)	PEOPLE CROSSING AND ARROW	30" x 42"	ASTM Prismatic Type XI	Black on Fluorescent Yellow
SR4-1 (CA)	SCHOOL SPEED LIMIT 25 WHEN CHILDREN ARE PRESENT	24" x 36"	ASTM Prismatic Type XI	Black on White and Fluorescent Yellow
SW24-3 (CA)	PEOPLE CROSSING AND AHEAD	30" x 42"	ASTM Prismatic Type XI	Black on Fluorescent Yellow
SR2-1 25 MPH (CA)	SPEED LIMIT 25	24" x 30"	ASTM Prismatic Type XI	Black on Fluorescent Yellow

When installing new roadside signs, or removing and replacing existing roadside signs, each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit. Reference is made to items 56-1, "Install New Roadside Signs on Existing Posts," and 56-4, "Remove and Reset Existing Roadside Signs and Posts," of these Special Provisions.

Sign Panels

Use ASTM prismatic Type XI retroreflective sheeting for all sign types specified "fluorescent yellow" in color. Use ASTM prismatic type III retroreflective sheeting for all other sign types. Sign retroreflective sheeting shall conform to ASTM D 4956. When an adhesive is used, use ASTM D 4956, backing class 1, 2, 3, or 4.

Aluminum panels conforming to ASTM B 209, alloy 6061-T6 or 5052-H38 shall be used for new Roadside signs. Fabricate all temporary panels and those permanent panels that are 30 by 30 inches or smaller from 0.080-inch thick aluminum sheets. Fabricate larger permanent panels from 0.125-inch thick aluminum sheets.

The blanks shall be free from laminations, blisters, open seams, pits, holes, or other defects that may affect their appearance or use. The thickness shall be uniform and the blank commercially flat. Cut panels to size and shape and drill or punch all holes. Perform shearing, cutting, and punching before preparing the blanks for application of retroreflective material.

Clean, degrease, and chromate the face of metal panels using methods recommended by the retroreflective sheeting manufacturer. Apply the retroreflective sheeting material to the panels. Package sign panels in protective material and transport them in a vertical position.

On all sign panels, apply an anti-graffiti film over the retroreflective sheeting, per the manufacturer instructions.

Mount sign panels with the legend horizontal. Where multiple panels adjoin, limit the gap between adjacent panels to 1/16 inch.

Mounting Hardware shall be anti-theft, unless otherwise directed by the Engineer. Anti-Theft Mounting Hardware shall be Hawkins Traffic Type M2G-C2B-TP, or approved equal; and Contractor shall provide to the County, and at no additional cost to the County, anti-theft tightening keys

specifically manufactured for use on all newly installed anti-theft mounting hardware.

Do not field drill holes in any part of the panel. Paint all bolt heads, screw heads, and washers that are exposed to the sign face. Match the color of the paint to the color of the background or message area at the point where the fitting is exposed.

Letters, Numerals, Arrows, Symbols, and Borders

Form letters, numerals, and other units shall provide a continuous stroke width with smooth edges. Sign panel surface shall be flat and free of warps, blisters, wrinkles, burrs, and splinters, and shall conform to one of the following:

(a) Type L 1 (Screen Process):

Letters, numerals, arrows, symbols, and borders on the retroreflective sheeting or opaque background of the sign shall be by direct or reverse screen process. Apply messages and borders shall be of a color darker than the background to the paint or the retroreflective sheeting by direct process. Produce messages and borders of a color lighter than sign background by the reverse screen process.

Use opaque or transparent colors, inks, and paints in the screen process of the type and quality recommended by the retroreflective sheeting manufacturer.

Perform the screening in a manner that results in a uniform color and tone, with sharply defined edges of legends and borders, and without blemishes on the sign background that will affect intended use.

Air dry or bake the signs after screening according to manufacturer's recommendations to provide a smooth hard finish Any signs with blisters or other blemishes will be rejected.

(b) Type L 3 (Direct Applied Characters):

Cut letters, numerals, symbols, borders, and other features of the sign message from the type and color of the retroreflective sheeting specified, and apply to the sign background's retroreflective sheeting according to the retroreflective sheeting manufacturer's instructions. For the retroreflective sheeting minimum coefficient of retroreflection (RA), conform to ASTM D 4956.

Commercial Material Certification

The Contractor shall provide commercial certification for all new sign panels furnished under item 56-1, "Install New Roadside Signs." A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification,

Material accepted by certification may be sampled and tested at any time. If found to not be in conformance with the contract, the material will be rejected whether in place or not. Any replacement for rejected materials shall be at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Acceptance for sign legends will be evaluated based on visual inspection of the work for compliance with the contract and prevailing industry standards.

56-1. Install New Roadside Signs on Existing Posts

New roadside signs shall be mounted onto existing 2" inside diameter galvanized steel pipes and installed in locations that are visible to motorists at all times, as shown on the Plans and as determined by the Engineer.

Removal and disposal of existing signs on existing posts are required at designated poles prior to installing new signs.

Any damage to the existing and new facilities resulting from the installation of new roadside signs shall be repaired by the Contractor at the Contractor's expense, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

Following is a list of new roadside signs to be installed:

QUANTITY	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
4	PEOPLE CROSSING AND AHEAD	SW24-3 (CA), 30" X 42"
1	SCHOOL SPEED LIMIT 25 WHEN CHILDREN ARE PRESENT	SR4-1 (CA), 24" X 36"
1	SPEED LIMIT 25	R2-1 25 MPH (CA), 24" X 30"

The Contract unit price paid per each for this item, "Install New Roadside Signs on Existing Posts," shall include full compensation for furnishing all labor, materials (including signs and galvanized metal mounting parts), tools, equipment and incidentals necessary for doing all work involved in installing new roadside signs on existing poles, including, but not limited to, removal and disposal of existing signs and accessories, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

56-2. Install New Roadside Signs & Posts

New roadside signs shall be mounted onto new 2" inside diameter galvanized steel pipes (i.e. poles/posts) and installed in locations that are visible to motorists at all times, 2-feet off edge of pavement and as determined by the Engineer.

Any excess material from post footing excavation shall become the property of the Contractor and 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.

Any damage to the new facilities resulting from the installation of new roadside signs shall be repaired by the Contractor at the Contractor's expense, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

Each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit for the purpose of payment.

Following is a list of new roadside signs with new post to be installed:

QUANTITY	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
1	SCHOOL SPEED LIMIT 25 WHEN CHILDREN ARE PRESENT	SR4-1 (CA), 24" X 36"

The Contract unit price paid per each for this item, "Install New Roadside Signs and Posts," shall include full compensation for furnishing all labor, materials (including signs, posts, galvanized metal mounting parts and foundation concrete), tools, equipment and incidentals necessary for doing all work involved in installing new roadside signs and poles, including, but not limited to, post footing excavation, disposal of excess material, bracing posts, and placing concrete, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. The Contractor shall request and receive written confirmation from the County as to the actual quantities required of each type of each sign panels to be placed prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

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

56-3. Install Object Marker with R1-6 (CA) Signs

Object markers shall conform to the following special provisions:

- (1) Object markers shall be Class 1 Flexible Post Delineator conforming to Standard Plan A73C, or approved equal.
- (2) Object markers shall be surface mounted.
- (3) Actual locations will be determined in the field, and be as directed by the Engineer.

Following is a list of new object marker with R1-6 (CA) signs to be installed:

QUANTITY	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
4	CLASS 1 FLEXIBLE POST DELINEATOR WITH TWO (2) STATE LAW YIELD TO PED WITHIN CROSSWALK	R1-6 (CA), 12" X 36"

Quantities of install object markers will be determined as units from actual counts.

Each Class 1 Flexible Post Delineator with two (2) R1-6 signs shall be considered a single unit for the purpose of payment.

The Contract unit price paid per each for this item, "Install Object Marker with (2) R1-6 (CA) Signs," shall include, but not be limited to, full compensation for furnishing all labor, material, equipment and incidentals necessary for doing all work involved to install each object marker with two (2) R1-6 signs, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, "Install Object Marker with (2) R1-6 (CA) Signs," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments" of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate this item, "Install Object Marker with (2) R1-6 (CA) Signs," from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

56-4. Remove and Reset Existing Roadside Signs and Posts

Existing roadside signs, as shown on the Plans and as directed by the Engineer, shall be removed, set at temporary locations, if necessary and as directed by the Engineer, and reset at permanent locations, as directed by the

Engineer, all in conformance with Sections 82-9, "Existing Roadside Signs Markers", of the Standard Specifications, the Plans and these Special Provisions, and the directions of the Engineer.

The Contractor is advised that "Roadside Sign" shall be defined herein for this Section 56-4, "Remove and Reset Existing Roadside Signs and Posts," as the entire sign assembly of the post, sign panel and mounting hardware, unless otherwise specified on the Plans, in these Special Provisions, or as directed by the Engineer.

Existing roadside signs to be removed and reset, as shown on the Plans and as directed by the Engineer, shall be removed and set at permanent locations at time of removal whenever possible; otherwise removed roadside signs shall be set and maintained at temporary locations, as directed by the Engineer, at the time of removal, until they are reset at permanent locations, as directed by the Engineer.

New locations of roadside signs shall be as determined in the field by the Engineer.

Following is a list of existing roadside signs and posts to be removed and reset:

QUANTITY	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
1	NO PARKING ANY TIME	R26 (CA), 12" X 18"

The Contractor is advised that removal of the existing roadside signs shall be accomplished by removing the entire roadside sign assemblies, including the post. Cutting of the existing post will not be allowed. The existing posts are considered to be in serviceable condition and shall either be reused or salvaged in conformance with these Special Provisions. If existing post is not reusable, Contractor shall provide a replacement post at his expense.

Existing roadway, street name, and regulatory traffic signs shall be maintained in a location that is visible to motorists at all times. However, any signs that interfere with construction shall be relocated, as necessary, to

accommodate the work.

Any damage to new and existing highway facilities resulting from these operations shall be repaired by the Contractor, all at his expense, and no additional compensation will be allowed therefore.

The Contract unit price paid per each for this item, "Remove and Reset Existing Roadside Signs and Posts," shall include, but not be limited to, full compensation for furnishing all labor, material (including replacement posts and post foundation), tools, equipment and incidentals necessary for doing all work involved to remove and reset roadside signs and posts, including, but not limited to, removing and salvaging, if necessary, existing roadside signs and posts, and resetting of roadside signs and posts, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

56-5. Remove Existing Roadside Signs and Posts

Existing roadside sign and pole, as shown on the Plans and as directed by the Engineer, shall be removed, as directed by the Engineer, all in conformance with Sections 56, "Roadside Signs", 15-2.04, "Salvage," and 15-2.05, "Reconstruction," of the Standard Specifications, the Plans and these Special Provisions, and the directions of the Engineer.

The Contractor is advised that "Roadside Sign and pole" shall be defined herein for this Section 56-5, "Remove and Reset Existing Roadside Signs and Posts," as the entire sign assembly of the post, post foundation, sign panel and mounting hardware, unless otherwise specified on the Plans, in these Special Provisions, or as directed by the Engineer.

Existing roadside signs and poles to be removed, as shown on the Plans and as directed by the Engineer, shall be removed and the void to be filled with Class 3 concrete.

The Contractor is advised that removal of the existing roadside signs and poles shall be accomplished by removing the entire roadside sign assemblies, including the post. Cutting of the existing post will not be allowed. The existing posts are considered to be in serviceable condition and shall either be reused or salvaged in conformance with these Special Provisions.

Existing roadway, street name, and regulatory traffic signs shall be maintained in a location that is visible to motorists at all times. However, any signs that interfere with construction shall be relocated, as necessary, to accommodate the work.

The Contractor's attention is directed to the fact that any roadside signs, or any portion of roadside sign assemblies thereof, and markers to be removed and not reset shall be salvaged and delivered to either **Grant Yard (in care of Jeff Grech), 752 Chestnut Street, Redwood City**, or such other location closer to the project site, as directed by the Engineer. The Contractor shall notify the Engineer **two (2) working days** in advance of requiring access to the disposal site to confirm the actual location.

Any damage to new and existing highway facilities resulting from these operations shall be repaired by the Contractor, all at his expense, and no additional compensation will be allowed therefore.

Following is a list of existing roadside signs and poles to be removed:

QUANTITY	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
2	PEOPLE CROSSING AND ARROW	SW24-2 (CA), 30" X 42"

The Contract unit price paid per each for this item, "Remove Existing Roadside Signs and Posts," shall include, but not be limited to, full compensation for furnishing all labor, material, tools, equipment and incidentals necessary for doing all work involved to remove and dispose roadside signs and posts, including, but not limited to, removing and salvaging, if necessary, existing roadside signs and filling the void with Class 3 concrete, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as

directed by the Engineer, and no additional compensation will be allowed therefore.

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

SECTION 81. PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer. All pavement markers removed shall be replaced in kind, unless otherwise directed, in writing, by the Engineer.

The Contractor is reminded of the importance of public safety and the need to complete all pavement markers in a timely manner. Therefore, unless otherwise approved by the Engineer, Contractor shall: (1) complete cat-tracks within five (5) working days after completion of paving operations; and (2) complete installation of all pavement markers on the ten (10) working day after completion of paving operations.

Should the Contractor proceed with the installation of pavement markers prior to approval of cat-tracks, Contractor shall remove all incorrectly installed pavement markers, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the Contractor's sole expense, and no additional compensation will be allowed therefor.

Retro-reflective pavement markers, as shown on the Plans and as specified in these Special Provisions, shall conform to the provisions of Section 81-3.02C, "Retroreflective Pavement Markers," of the Standard Specifications, and shall be placed in accordance with the Standard Plans, the Project Plans and the directions of the Engineer.

Pavement markers shall not be placed on new asphalt concrete, concrete, until authorized, in writing, by the Engineer, and shall be placed within 10 days after concrete installation.

Pavement markers shall be placed on the lines and to the limits established by the Contractor and approved by the Engineer. Establishment of such lines shall consist of points spaced a maximum of two hundred feet (200') on tangents and fifty feet (50') on curves with placement of additional points as necessary. All other work necessary to establish satisfactory lines for markers,

including correction of minor irregularities in the line and marker locations, shall be performed by the Contractor.

The Contractor is advised that the following quantities for pavement markers are to be installed:

(1) **Type D (Two-way, Yellow, Retroreflective) Markers 116**

To be placed 1-foot on center at face of curb as shown on plans A/5 and B/5, and on as per Caltrans Detail 22.

The Contractor is further advised that the quantities listed above are for estimation purposes only, and the County makes no guarantee as to the actual quantity. The Contractor is further advised to physically verify the quantities in the field.

Rapid Set Type Epoxy Adhesive or hot melt bituminous adhesive shall be used to cement markers to the asphalt concrete surfaces. Bituminous adhesive material shall conform to the following:

<u>Specification</u>	<u>ASTM Designation</u>	<u>Requirement</u>
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity (centipoises) No. 27 Spindle, 20 RPM, 400°F	D 4402	3,000-6,000
Penetration, dmm, 100g, 5 seconds, 77°F	D 5	10-20
Filler Content, percent by weight (insoluble on 1,1,1 trichloromethane)	D 2371	65-75

Filler material used in bituminous adhesive shall be Type PC, Grade III calcium carbonate conforming to the requirements of ASTM Designation D 1199, and shall conform to the following fineness:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°, nor

less than 375°.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

The Contractor shall take all necessary precautions to protect newly installed pavement markers from disturbance or damage until the Engineer determines the adhesive has set sufficiently to bear traffic. Newly installed pavement markers that are disturbed or damaged shall be reset by the Contractor, entirely at the Contractor's expense, and no additional compensation will be allowed therefore.

Traffic control during pavement marker placement operations shall conform to the provisions of Section 12, "Maintaining Traffic," of these Special Provisions, and compensation shall be considered as included in the Contract lump sum price paid for "Maintaining Traffic," and no additional compensation will be allowed therefore.

Payment for the removal of all existing pavement markers within the area of work shall be per Section 15-2, "Remove Pavement Markers, Traffic Stripes, and Pavement Markings" and no additional compensation will be allowed therefore. Reference is made to Section 15-2, "Remove Pavement Markers, Traffic Stripes, and Pavement Markings" of these Special Provisions.

The Contract unit price paid per each for the various types of pavement markers installed under the items, "Pavement Markers, Type D, Two-way Yellow Retroreflective)", shall include full compensation for furnishing all labor, materials (including adhesive), tools, equipment and incidentals, and for doing all work involved in furnishing and placing pavement markers, complete in place, including, but not limited to, installing pavement markers, establishing alignments and layout work (including paint for cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment of the Contract bid price will be made for any increase or decrease in quantities for the various types of pavement markers required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the

Standard Specifications shall not apply to these items of work.

END OF SECTION

**SECTION 84.
TRAFFIC STRIPES AND PAVEMENT MARKINGS**

Traffic Stripes and Pavement Markings shall conform to, and be installed in accordance with, the provisions in Section 84, "Markings," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer.

The types, dimensions and approximate locations of the existing traffic stripes and pavement markings shall be as shown on the Plans and as directed by the Engineer.

The Contractor is advised that, prior to asphalt concrete paving operations and pavement marking removal, it will be his responsibility to identify and tie-out all existing traffic stripes and pavement markings to be replaced within the Project limits, and to replace such traffic stripes and pavement markings to the existing locations, unless otherwise directed by the Engineer. The Engineer shall inspect and approve the location and tie-outs for all such traffic stripes and pavement markings.

The Contractor is reminded of the importance of public safety and the need to complete all traffic stripes and pavement markings in a timely manner. Therefore, unless otherwise approved in writing by the Engineer, Contractor shall: (1) commence placement of cat-tracks no later than seven (7) working days after completion of paving operations; and (2) commence placement of permanent traffic stripes and pavement markings within two (2) working days after approval of cat-tracks.

The Engineer shall have five (5) working days to review and accept or reject cat-tracks. The Contractor shall not commence installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks by the Engineer.

Should the Contractor proceed with the installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks, Contractor shall remove all incorrectly installed permanent traffic stripes and pavement markings, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the

Contractor's sole expense, and no additional compensation will be allowed therefore.

Should Contractor failure to adhere to the above schedule for traffic stripes and pavements markings, Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until traffic striping and pavement markings have been completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

The Contractor shall be responsible for ensuring that the final traffic stripes and pavement markings match the layout as existing and proposed traffic stripes and pavement markings, unless otherwise shown on the Plans or directed by the Engineer. Traffic stripes and pavement markings not conforming to existing or approved layout shall be removed and re-applied, all at the Contractor's expense, and no additional compensation will be allowed therefore.

All thermoplastic traffic stripes and pavement markings shall be removed prior to any asphalt concrete paving and slurry sealing operations. Locations where existing traffic stripes and pavement markings have been removed by the Contractor to a depth of 3/8" or more when compared to the adjacent pavement surfaces shall be patched by the Contractor with Type A, 1/4" (No. 4, Maximum) fine graded asphalt concrete. Patching required due to grinding operations shall be solely at the Contractor's expense. Immediately following the grinding operation, the Contractor shall remove the grindings from the roadway by sweeping or other methods approved by the Engineer, and said grindings shall be removed and disposed of outside the highway right-of-way in conformance with Section 5-11, "Disposal of Materials Outside the Highway Right-of-Way", of these Special Provisions.

The Contractor shall indicate, on the road, the traffic stripes and pavement marking layouts, including the Standard Plan detail number (with the beginning and end of each detail marked) and shall receive approval of layout (alignment, location, and detail) from the Engineer, in writing, prior to final placement. Methods used by the Contractor for alignment and layout shall not damage the pavement. Any damage to the pavement caused by the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at

Contractor's sole expense, and no additional compensation will be allowed therefore.

84-1. Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic traffic stripes and pavement markings shall be applied hot in conformance with manufacturer's recommended instructions and Section 84-2.03C, "Application of Stripes and Markings," of the Standard Specifications. Thermoplastic material for traffic stripes shall be applied at a thickness of 0.070 inch; and thermoplastic material for pavement markings shall be applied at a thickness of 0.100 to 0.150 inch. The Contractor shall apply glass beads to the surface of the molten thermoplastic in accordance with Section 84-2.02, "Materials", of the Standard Specifications. State Specifications for glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819, (916) 227-7000.

Thermoplastic traffic stripes and pavement markings material shall be accompanied by a Certificate of Compliance in accordance with the provisions of Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications. Said certificates shall certify that the thermoplastic material complies with the specifications and that materials manufactured to the same formulation and process has previously passed State testing.

Thermoplastic traffic stripes and pavement markings shall be placed as shown on the Plans and as directed by the Engineer. Pavement marking quantities for legends shall be as provided for on the Standard Plans. Other pavement marking quantities (including stop bars and crosswalks) will be measured by the square foot for the actual area covered. Traffic stripes will be measured by the linear foot, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. For traffic stripes with double lines, the length will be measured along the center of the double lines and will not be paid as two stripes.

Thermoplastic traffic stripes and pavement markings shall be placed as shown on the Plans and as directed by the Engineer. Pavement marking quantities for legends shall be as provided for on the Standard Plans. Other pavement marking quantities (including stop bars and crosswalks) will be measured by the square foot for the actual area covered.

The Contractor is advised that the following traffic stripes and pavement markings, as shown on the Plans, are to be installed with thermoplastic traffic stripes and pavement markings:

Traffic Stripes and Pavement Markings

6" Wide White Edgeline (Detail 27B).....	380 LF
Yellow Ladder Crosswalk.....	425 ft ²
Detail 22 (Double Yellow Line with Type AY Marker)	400 LF

Legends (Figure A24D of the Standard Plans)

Qty (3) White "STOP" Legends, 22 ft ² each.....	66 ft ²
Qty (2) White "AHEAD" Legends, 31 ft ² each.....	62 ft ²
Qty (4) Yellow "SLOW" Legends, 23 ft ² each.....	92 ft ²
Qty (4) Yellow "SCHOOL" Legends, 35 ft ² each.....	140 ft ²
Qty (4) Yellow "XING" Legends, 21 ft ² each.....	84 ft ²

The Contractor is advised that the quantities listed above are for estimating purposes only, and the County makes no guarantee as to the actual quantity. The Contractor is further advised to physically verify the quantities in the field.

Payment for the removal of all existing paint and thermoplastic traffic stripes and pavement markings within the area of work shall be per Section 15-2, "Remove Pavement Markers, Traffic Stripes, and Pavement Markings," and no additional compensation will be allowed therefore. Reference is made to Section 15-2, "Remove Pavement Markers, Traffic Stripes and Pavement Markings," of these Special Provisions.

The Contract unit prices paid per square foot for the items, "Thermoplastic Pavement Markings and Legends (White)," and "Thermoplastic Pavement Markings and Legends (Yellow)," shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing thermoplastic pavement markings and legends, complete in place, including, but not limited to, identifying and tying-out all existing and proposed thermoplastic pavement markings within the Project limits for approval by the Engineer, grinding existing traffic pavement markings, patching areas where

required, and applying thermoplastic pavement markings, including establishing alignment of pavement markings and layout work (including cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

The Contract unit prices paid per linear foot for the items, "6" Wide Edgeline (Detail 27B) White," and "Detail 22 (Double Yellow Line with Type D Marker," shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing thermoplastic stripes, complete in place, including, but not limited to, identifying and tying-out all existing and proposed thermoplastic traffic stripes within the Project limits for approval by the Engineer, and applying thermoplastic traffic stripes, including establishing alignment of traffic stripes and layout work (including cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

The number of markers and Contract unit prices paid per each for "Detail 22 (Double Yellow Line with Type D Marker," shall be included in Section 81, "Pavement Markers," "Pavement Markers (Type D, Two-way Yellow Retroreflective)," of these specifications as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

For traffic stripes with double lines, the length will be measured along the center of the double lines and will not be paid as two stripes.

END OF SECTION

SECTION 88. RECTANGULAR RAPID FLASHING BEACON ASSEMBLY

Rectangular Rapid Flashing Beacon Assembly (RRFB) shall conform to Section 86 of the Standard Specifications, the Plans, these Special Provisions, and the direction of the Engineer.

RRFB work shall consist of the installation of four (4) RRFB with solar-powered wireless pedestrian push button systems, including, but not limited to, the per site installation of a wireless transmitter, a solar cell and battery equipment enclosure, solar-battery powered and wirelessly activated light emitting diode (LED) enhanced pedestrian crossing symbol signs, activation mechanism, and any other equipment necessary for a complete operational system, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

The RRFB shall be installed to the manufacturer's recommended specifications and conform to federal, state or local regulations.

RRFB shall be installed at the crosswalk locations as shown on the Plans. Each RRFB assembly shall consist of signage and flashing beacon unit for the front and back of the mounting pole, facing perpendicular to both directions of vehicular traffic.

Solar Power

Each RRFB shall be solar-powered, and shall provide an uninterruptible power supply with a backup system.

The backup system shall be a self-contained battery backup system that maintains uninterrupted operation during cloudy/night periods, and be designed to operate for at least thirty (30) days of four hundred (400) activations per day.

Signal Control

Wireless Interface

The transmitter unit and lighting fixture shall be based on a high-speed embedded micro-controller with radio interface, and shall include system operation software that works with user adjustable parameters and collects operational status and usage data that can be accessed wirelessly by a portable

computer.

The Contractor shall provide all the software licenses for the RRFB locations, as indicated in these Special Provisions and the attached Plans, and the wireless card necessary to enable a portable computer to communicate wirelessly with the transmitter unit and lighting fixtures.

Transmitter Unit

A wireless transmitter unit shall be activated by push button, and shall control LED Enhanced Pedestrian Symbol Signs.

The Contractor is advised that wireless transmitter units, when used on mounting poles where an LED Enhanced Pedestrian Sign is also mounted, may be either pole-mounted or built-in.

The transmitter shall operate in an FCC approved, license-free, frequency band.

The transmitter shall not interfere with other installations or external devices.

Transmitter Battery

The transmitter battery shall be compatible with solar operations, shall be sealed, requiring no maintenance, and be guaranteed for five (5) years upon completion of installation.

The transmitter battery shall be replaceable without the necessity to replace the entire transmitter unit.

Transmitter Unit Enclosure

The transmitter enclosure shall meet or exceed NEMA 4X rating.

Pedestrian Push Button

The Pedestrian Push Button assembly shall be as follows:

Assembly Size:	No greater than 12-inches high and 6-inches wide
Faceplate:	7- ³ / ₄ -inches high by 5-inches wide
Push Button:	ADA Compliant Pedestrian Push Button (Yellow)

The push button assembly shall be attached to the pole in conformance with the height (no more than 42 inches above the sidewalk), location and activation force (no greater than 5 pounds) provisions of the Americans with Disabilities Act (ADA).

Mounting Pole

Mounting Poles shall be installed in conformance with these Special Provisions. Locations of mounting poles of new roadside signs shall be mounted 2-feet off edge of pavement and as determined by the Engineer.

Foundation

Foundation for mounting poles shall conform to the provisions of Section 86-2.03, "Foundations," of the Standard Specifications, and to these Special Provisions.

Standards, Steel Pedestals and Posts

Standards, steel pedestals and posts shall conform to the provisions of Section 86-2.04, "Standards, steel Pedestals and Posts," of the Standard Specifications, and to these Special Provisions.

Mounting poles shall be galvanized steel, 2.5-inches inside diameter, with length as specified in the Plans and Details.

Signage

Crossing signage shall be an LED Enhanced School Crosswalk Warning Assembly B SW24-2 (CA) on both side of post (LED Enhanced), and shall conform to the following specifications:

- i. Sizes: SW24-2 (CA) on both sides of post shall be 36-inches by 48-inches
- ii. Color: Fluorescent Green (MUTCD FYG)
- iii. SW24-2 (CA) on both sides of post shall be self-powered by a solar battery and shall include amber LED lights flash synchronized with the in-pavement lighting fixtures.
- iv. Mounting bracket assembly shall use tamper resistant hardware.

The Contractor is advised that wireless transmitter units, when used on mounting poles where an LED Enhanced Pedestrian Sign is also mounted, may be either pole-mounted or built-in.

RRFB shall be mounted onto 2.5" inside diameter galvanized steel pipes and installed in locations that are visible to motorists at all times, as shown on the Plans and as determined by the Engineer.

Any excess material from post footing excavation shall become the property of the Contractor and 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.

Any damage to the new facilities resulting from the installation of RRFB shall be repaired by the Contractor at the Contractor's expense, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

Each multi-post or single post sign with one or more sign panels and beacon mounted on the post shall be considered a single unit.

Following is a list of RRFB to be installed:

QUANTITY	NAME OF SIGN ASSEMBLY	TOP PANEL SIGN CODE AND SIZE
4	RRFB / SCHOOL WARNING – ASSEMBLY B (SW24-2(CA)) RRFB'S ON BOTH SIDE OF POST	SW24-2 (CA), 36" X 48" SIGNS ON BOTH SIDE OF POST

Beacon Dimensions and Placement in the Sign Assembly:

Each flashing beacon unit shall consist of two rectangular-shaped yellow indications, each with an LED-array-based light source. The size of each flashing beacon unit indication shall be at least 5 inches wide by at least 2 inches high.

The two RRFB indications for each RRFB unit shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of at least 7 inches, measured from the nearest edge of one indication to the nearest edge of the other indication.

The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2, S1-1, W11-15, or SW24-2 (CA) sign that it supplements.

Beacon Flashing Requirements:

When actuated, the two yellow indications in each RRFB unit shall flash in a rapidly flashing sequence.

As a specific exception to the requirements for the flash rate of beacons provided in Paragraph 3 of Section 4L.01 of the California MUTCD (2014 Edition), RRFBs shall use a much faster flash rate and shall provide 75 flashing sequences per minute. Except as provided in the last paragraph of this section,

during each 800-millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 250 milliseconds.

The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.

To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.

Existing RRFB units that use the flashing sequence that was specified in

the Interim Approval 11 memorandum and a subsequent interpretation (the RRFB indication on the left-hand side emits two slow pulses of light after which the RRFB indication on the right-hand side emits four rapid pulses of light followed by one long pulse of light) should be reprogrammed to the flash pattern specified above in in paragraph 2 of this section "Beacon Flashing Requirements" as part of a systematic upgrading process, such as when the units are serviced or when the existing signs are replaced.

Beacon Operation:

The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.

All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.

If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a PUSH BUTTON TO TURN ON WARNING LIGHTS (RI0-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector.

The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2014 MUTCD for the timing of pedestrian clearance times for pedestrian signals.

The predetermined flash period shall be immediately initiated each and every time that a pedestrian is detected either through passive detection or as a result of a pedestrian pressing a pushbutton detector, including when pedestrians are detected while the RRFBs are already flashing and when pedestrians are detected immediately after the RRFBs have ceased flashing.

A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

Accessible Pedestrian Features:

If a speech pushbutton information message is used in conjunction with an

RRFB, a locator tone shall be provided.

If a speech pushbutton information message is used in conjunction with an RRFB, the audible information device shall not use vibrotactile indications or percussive indications.

If a speech pushbutton information message is used in conjunction with an RRFB, the message should say, "Yellow lights are flashing." The message should be spoken twice.

The Contract lump sum price paid for this item, "Rectangular Rapid Flashing Beacon Assembly " shall include full compensation for furnishing all labor, materials, tools, equipment (including, but not limited to, transmitters, flashing beacons, LED lighting fixtures, LED enhanced pedestrian crossing symbol signs, steel poles (including foundation), pedestrian push button assemblies, and mounting hardware, and the computer software for system updating and data collection and wireless card for portable computer), and incidentals necessary for doing all work involved in the installation of RRFB, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

**STATE REQUIREMENTS
FOR
STATE-FUNDED CONSTRUCTION PROJECTS**

San Mateo County, hereinafter referred to as "**ADMINISTERING AGENCY**,"
State of California, acting by and through its **Department of
Transportation (Caltrans)**, hereinafter referred to as "**STATE**",
Contractor awarded the project (_____),
(Contractor's Name)
hereinafter referred to as "**CONTRACTOR**"

PROJECT ADMINISTRATION

1. CONTRACTOR and its subcontractors shall comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup

documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.
10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.
12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved

by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.
15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.
16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.
17. CONTRACTOR and its subcontractors agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.
18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.
19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement

of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.
21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20 from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.
22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and CONTRACTOR and its subcontractors agree to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Section “**AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS**”.
2. CONTRACTOR and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of

CONTRACTOR and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. CONTRACTOR and its subcontractors shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

FAIR EMPLOYMENT PRACTICES

1. In the performance of this Agreement, CONTRACTOR will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. CONTRACTOR, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the CONTRACTOR'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. CONTRACTOR will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONTRACTOR has violated the Fair Employment Practices Act.

- (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by CONTRACTOR and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to CONTRACTOR, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure CONTRACTOR's breach of this Agreement.

This Page Intentionally Left Blank

Appendix A



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, 5th 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
Mixed C&D	Mixed Debris		
Inerts	Asphalt		
	Bricks		
	Concrete		
	Dirt		
	Other inert solids		
Source Separated	Cardboard		
	Metals		
	Wood		
	Roofing		
	Carpet		
	Drywall		
	Yard trimmings		
	Other		
Disposal	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.)
Mixed C&D					
Salvage/Reuse					
Inerts Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
Source Separated Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
Disposal (Waste)					

- 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.

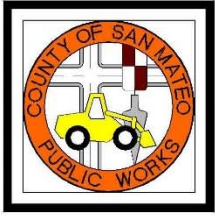
Applicant Signature _____ **Date** _____

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
Mixed C&D	Mixed load C&D	1	500	0.25
Inerts	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
Source Separated	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
Disposal	Waste	1	300	0.15

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

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

Comments :

Appendix B

Sanitary Sewer Monitoring and Reporting Requirements:

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

This Page Intentionally Left Blank

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"¹ (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 information² 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

¹ Available for download at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf

² 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 CIWQS³ 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 Program⁴ objectives, assess compliance, and enforce the requirements of the SSS WDRs.

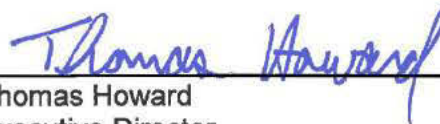
IT IS HEREBY ORDERED THAT:

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



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

⁴ Statewide Sanitary Sewer Overflow Reduction Program information is available at: 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 any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none">Reach surface water and/or reach a drainage channel tributary to a surface water; orReach 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).
CATEGORY 2	Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not 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 within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

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

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	<ul style="list-style-type: none"> • Within two hours of becoming aware of any Category 1 SSO 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, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number. 	Call Cal OES at: (800) 852-7550
REPORTING (see section C of MRP)	<ul style="list-style-type: none"> • 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. • 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. • Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. • 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. • "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. • Collection System Questionnaire: Update and certify every 12 months. 	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee's Legally Responsible Official(s).
WATER QUALITY MONITORING (see section D of MRP)	<ul style="list-style-type: none"> • Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters. 	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.
RECORD KEEPING (see section E of MRP)	<ul style="list-style-type: none"> • SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume. 	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 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, 15th 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.

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

This Page Intentionally Left Blank

Appendix C

Sample “Payment Bond” Form

Sample “Performance Bond” Form

This Page Intentionally Left Blank

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

their assigns in any suit brought upon this bond.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

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

Appendix D

Daily Personnel and Equipment Log

This Page Intentionally Left Blank

This Page Intentionally Left Blank

Appendix E

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

This Page Intentionally Left Blank

Public Contract Code Section 9204 et seq.

9204.

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

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

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code

who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes

under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

SEC. 2.

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

SEC. 3.

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

Public Contract Code Section 20104 et seq.

20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

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

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting

the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

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

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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

PROPOSAL SECTION

Contractor's Check-Off List:

1. Complete **Bidder's Information** Sheet..... 1
2. Complete **Bid Proposal** Sheet 5-6
3. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond) 8
4. Complete **Principal(s) and Title(s)** Sheet 10
5. Complete **State Contractor's License No.** and **Department of Industrial Relations Registration No.** 11
6. Complete **Subcontractor List** Sheets 12-13
7. Complete **Certification of Intent** Sheet 17
8. **Equal Employment Opportunity** Sheets:
 - i. Complete **Questionnaire for Bidder** Sheet 18-20
 - ii. Complete **Contractor Report Form** 21
9. Complete **Equal Benefits Compliance Declaration Form** 27
10. Complete **Employee Jury Service Compliance Declaration Form** 31
11. Complete **Non-Collusion Declaration Form** 32
12. Complete **Certification of Bidder's Qualifications & Experience Form** 34-37

This Page Intentionally Left Blank

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

**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**

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

**COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049
STATE FUND NO. HSIPSL-5935(086)**

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

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

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

<https://www.smchealth.org/health-orders-updates>

LOCATION OF WORK

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

The location and details of said work are further shown on the Plans titled **“Bunker Hill Drive and Avenue Alhambra Safe Routes to Schools Pedestrian Improvements Project,”** File **1-5049000** in the Department of Public Works.

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

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

This Page Intentionally Left Blank

PROPOSAL TO THE COUNTY OF SAN MATEO

**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**

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

**COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	11	1	LS	Mobilization	\$	\$
2	12	1	LS	Maintaining Traffic	\$	\$
3	13	1	LS	Water Pollution Control	\$	\$
4	14	1	LS	Construction Waste Management	\$	\$
5	15-1	20	EA	Pothole and Protect Existing Utilities for project (not related to scope of work)	\$	\$
6	17	1	LS	Clearing and Grubbing	\$	\$
7	19-1	45	CY	Roadway Excavation	\$	\$
8	26	25	CY	Aggregate Base (Class 2)	\$	\$
9	39-1	215	SY	Asphalt Concrete (Miscellaneous Areas) 1-Inch Deep	\$	\$
10	39-1	55	SY	Asphalt Concrete (Miscellaneous Areas) 6-Inch Deep	\$	\$
11	51-2	16	CY	Class 3 Concrete	\$	\$
12	56-4	330	SF	Detectable Warning Surfaces	\$	\$
13	51-5	270	LF	Curb Painting	\$	\$
14	56-1	6	EA	Install New Roadside Signs on Existing Posts	\$	\$

Proposal - Continued on Next Page

STATE FUND NO. HSIPSL-5935(086)
BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT
(Proposal – Continued from Previous Page)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
15	56-2	1	EA	Install New Roadside Signs & Posts	\$	\$
16	56-3	4	EA	Install Object Markers with (2) R1-6 (CA) Signs	\$	\$
17	56-4	1	EA	Remove and Reset Existing Roadside Signs and Posts	\$	\$
18	56-5	2	EA	Remove Existing Roadside Signs and Posts	\$	\$
19	81	116	EA	Pavement Marker (Type D Two-Way Yellow Retroreflective)	\$	\$
20	84-1	106	SF	Thermoplastic Pavement Markings and Legends (White)	\$	\$
21	84-1	750	SF	Thermoplastic Pavement Markings and Legends (Yellow)	\$	\$
22	84-1	380	LF	6" Wide Edgeline (Detail 27B) White	\$	\$
23	84-1	400	LF	Detail 22 (Double Yellow Line with Type D Marker)	\$	\$
24	88	4	EA	Rectangular Rapid Flashing Beacon Assembly	\$	\$
TOTAL						\$

(S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.

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

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

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

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

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

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

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

operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

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

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

PROVISIONS OF LABOR CODE

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

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

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

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

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

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

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

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

State Contractor's License No.: _____

(Expires: _____ **)**

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

Department of Industrial Relations Registration No.: _____

(Expires: _____ **)**

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

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

SUBCONTRACTORS

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

SUBCONTRACTORS

(Continued)

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

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION) PROGRAM**

CONTRACT COMPLIANCE PROGRAM

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

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

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

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

The Contractor is further required to:

1. Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement: "**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;
2. Permit access by County and State compliance officials to his employment records; and

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

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, Redwood City, CA, 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.

PROJECT: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

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.)

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: _____

8. _____ Yes _____ No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups _____

**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 Employee s)	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispani c or Latino (1)	Other (2)	Unidentifie d (3)
Total (s)										

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 Officer 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 Officer.

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

The County Executive Officer'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 _____, 20__ at _____, _____.
(City) (State)_____
Signature_____
Name (Please Print)_____
Title_____
Contractor Tax Identification Number

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269
CHAPTER 2.85**

ORDINANCE NO 04269

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2,
ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS
TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE

2.85.010 Definitions

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Executive Officer, 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 Officer.
- (e) The County Executive Officer 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 Officer

The County Executive Officer'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)

NON-COLLUSION DECLARATION FORM**THIS FORM SHALL BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

“Contractor”

(Print)

(Signature)

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

**BUNKER HILL DRIVE AND AVENUE ALHAMBRA SAFE ROUTES TO SCHOOLS
PEDESTRIAN IMPROVEMENTS PROJECT**

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

**COUNTY PROJECT NO. RW937
PROJECT FILE NO. E5049
STATE FUND NO. HSIPSL-5935(086)**

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

II. Payments: The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated _____, 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 Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

III. Term: Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

THIRTY (30) WORKING DAYS

from the date of commencement of the work, which commencement shall be within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Engineer.

IV. Termination: This Contract is subject to termination as provided by

Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

V. Relationship of Parties: Contractor agrees and understands that the work/services performed under this Agreement are performed as independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

VI. Merger Clause: This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, 2018 edition, and are on file with the County Executive Officer/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

VII. Surety Bonds: The performance of this Contract is secured by a “Payment” Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a “Performance” Surety Bond in the sum of one hundred percent (100%) of the Contract bid. “Payment” and “Performance” Surety Bonds have been approved as to form by County 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, City of Daly City, North San Mateo County Sanitation District, California Water Service Company, and their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, and their 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, and their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

Such statements, mentioned above, shall be included on a separate endorsement to be submitted to the County with the Certificate of Insurance.

Such insurance shall include:

1) Comprehensive General Liability \$1,000,000

2) Motor Vehicle Liability Insurance \$1,000,000

C. In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or subcontractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

D. Hold Harmless

The Contractor's attention is directed to Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and their officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo.

The provisions of Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or

3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
4. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

E. Compensation

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at Contractor's own expense and County shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

- F.** Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the

Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

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

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

X. California Labor Code: The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California limiting the hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1776 and 1777.5 of the California Labor Code.

XI. Non-Discrimination and Other Requirements:

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color,

religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance:

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This

regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Executive Officer 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 Officer, 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 Officer.

To effectuate the provisions of this paragraph, the County Executive Officer 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 Officer 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 Officer, 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 Officer. Should future Health Orders or the County Board of Supervisors/County Executive Officer 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 Officer.

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, 5th 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 and Change Orders:

A. Contract Amount

The amount payable to Contractor under the terms of this agreement is _____ DOLLARS (\$_____).

B. Change Orders

The Board of Supervisors has authorized the Director of Public Works to execute change orders to modify the scope of work provided under this agreement, and to increase the County’s maximum fiscal obligation to correspond to those changes. The Board of Supervisors has directed that in the event of change orders, the County’s maximum fiscal obligation shall not exceed _____ DOLLARS (\$_____). Any payments in excess of the amount authorized by the Board of Supervisors will require additional approval of the Board of Supervisors.

XXI. Proprietary Rights and Confidentiality: The requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality

shall survive termination of this Agreement.

XXII. Electronic Signature: Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic and Facsimile Signatures Administrative Memo (B-29). Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

“County”

COUNTY OF SAN MATEO
State of California

BY: _____

**President, Board of Supervisors
County of San Mateo**

ATTEST:

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

“Contractor”

Name of Contractor

BY: _____
(Authorized Signature and Seal of Bidder)