

COUNTY OF SAN MATEO
STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR

2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

TOTAL PROJECT APPROXIMATELY 200 FEET IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY

COUNTY PROJECT NO. 08H21
PROJECT FILE NO. E5083

FEDERAL-AID PROJECT NO. FEMA DR-4683-DR-CA
CAL OES NO. 081-00000

APPROVED: _____ July 28, _____, 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

Last Updated: April 11, 2022

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 - **CEM-2401** – Substitution Report for Disadvantaged Business Enterprises (DBE) or Underutilized Disadvantaged Business Enterprises (UDBE)
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 Contractor Employee Jury Service Compliance Declaration Form
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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, until the hour of

2:00 p.m., Thursday, August 24, 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:

2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

**TOTAL PROJECT APPROXIMATELY 200 FEET IN LENGTH
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**COUNTY PROJECT NO. 08H21
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**FEDERAL-AID PROJECT NO. FEMA DR-4683-DR-CA
CAL OES NO. 081-00000**

Bids are required for the entire work described herein.

Bidders are advised that, as required by Federal law, the County of San Mateo has established a DBE goal of 5%. The Contractor's attention is directed to the forms included in, and required to be completed and submitted with, the Proposal.

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, please send check 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:

https://www.smcgov.org/HigginsPlanHoldersAffidavitForm_08H21

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

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

Plan Holder's Affidavit	
Project Title	2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT
Project No.	08H21
Project Engineer:	Alex Zhang
Project Manager:	Wency Ng
Bid Open Date and Time:	2:00 p.m., Thursday, August 24, 2023
Company Name:	_____
Mailing Address:	_____
Phone Number:	_____
Fax Number:	_____
E-mail Address:	_____
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

2. The Plan Holders List will be posted to the County of San Mateo's Public Works website two (2) working days prior to the bid open date.
3. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to azhang@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.

6. The Contractor's attention is directed to the importance of complying with the provisions of Section 7-0.10, "Federal Forms, Posters and Data Required of Contractor During Construction," and Appendix G, "Pre-Construction Handout Packet for Federal-Aid Contracts," of these Special Provisions.

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>).

**ENGINEER'S ESTIMATE
2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT**

**TOTAL PROJECT APPROXIMATELY 200 FEET IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. 08H21
PROJECT FILE NO. E5083**

**Federal-Aid Project No. FEMA DR-4683-DR-CA
CAL OES NO. 081-00000**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
GENERAL ITEMS				
1	9	1	LS	Mobilization
2	7-2, 100	1	LS	Construction Staking
3	12	1	LS	Maintaining Traffic
4	13	1	LS	Water Pollution Control
5	14	1	LS	Construction Waste Management
6	8	1	LS	Weekend Work (Not to Exceed \$100,000)
SITE PREPARATION				
7	17	1	LS	Demolition, Clearing, and Grubbing
8	17-1	9	EA	Remove Tree (11" to 36")
9	17-1	1	EA	Remove Tree (36" and above)
10	21	250	LF	Erosion and Sediment Controls (ESC) - Silt Fence
11	21	0.25	AC	Erosion and Sediment Controls (ESC) - Permanent Seeding

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2023 Slip-Out Repair Near 2180 Higgins Canyon Road Project
 Engineer's Estimate – Continued from Previous Page

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
EARTHWORKS				
12	19-1 (F)	3,050	CY	Soil Excavation
13	19-1 (F)	125	CY	Rock Excavation
14	19-2 (F)	2,275	CY	Structural Backfill
15	19-7	1	LS	Excavation Dewatering
16	26	200	CY	Aggregate Base (Class 2)
INBOARD WALL - SOLDIER PILE				
17	49	65	VF	Bore Holes, 24" Diameter, in Soil
18	49	180	VF	Bore Holes, 24" Diameter, in Rock
19	49	100	VF	Bore Holes, 36" Diameter, in Soil
20	49	204	VF	Bore Holes, 36" Diameter, in Rock
21	49	180	VF	Concrete Pile, 24" Diameter
22	49	204	VF	Concrete Pile, 36" Diameter
23	52	80	LF	Steel Beam (W12x19)
24	52	170	LF	Steel Beam (W14x193)
25	52	155	LF	Steel Beam (W18x175)

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2023 Slip-Out Repair Near 2180 Higgins Canyon Road Project
 Engineer's Estimate – Continued from Previous Page

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
26	51	1500	SF	Structural Concrete (Lagging)
27	68-1	180	LF	Geocomposite Wall Drain
OUTBOARD WALL - MSE WITH SEGMENTAL WALL FACE				
28	49	420	VF	Bore Holes, 24" Diameter, in Rock
29	49	420	VF	Concrete Pile, 24" Diameter
30	51	180	LF	Structural Concrete (Pile Cap)
31	47	2,800	EA	Segmental Block Units
32	89	110	CY	Drain Rock
33	96	3,275	SY	Geogrid
34	39	110	Ton	Asphalt Concrete (Type A HMA)
35	83	155	LF	Guardrail

Engineer's Estimate of Costs: \$ 3,000,000

(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.

Pursuant to Section 1773 of the California Labor Code, prevailing wage rates in the County have been established by the California Department of Industrial Relations, and copies are available in the office of the Director of Public Works. Said prevailing wage rates shall be made available to any interested party on request, and the successful Bidder shall post a copy of the wage rates at the job site. 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. More specifically, reference is made to section FR-2, "Federal Wage Rates (North County)".

Additionally:

When applicable, both Contractor and all Subcontractors hereby agree to pay not less than prevailing rates of wages and to 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.

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

(1) No contractor or subcontractor may be listed on a bid proposal for a public works project (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)].

(2) 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.

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

Attention is directed to the Federal minimum wage rate requirements in the Contract documents for this Project. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline provided below to report these activities. Reference is made to Section 2-1.50, Bid Rigging,” of the Standard Specifications, which states: “The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, or other fraudulent activities. The hotline number is (800)-424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT’s effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.”

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 downloaded **at no cost** by completing the Plan Holder's Affidavit using the link below:

https://www.smcgov.org/HigginsPlanHoldersAffidavitForm_08H21

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, including current registration with the California Department of Industrial Relations.

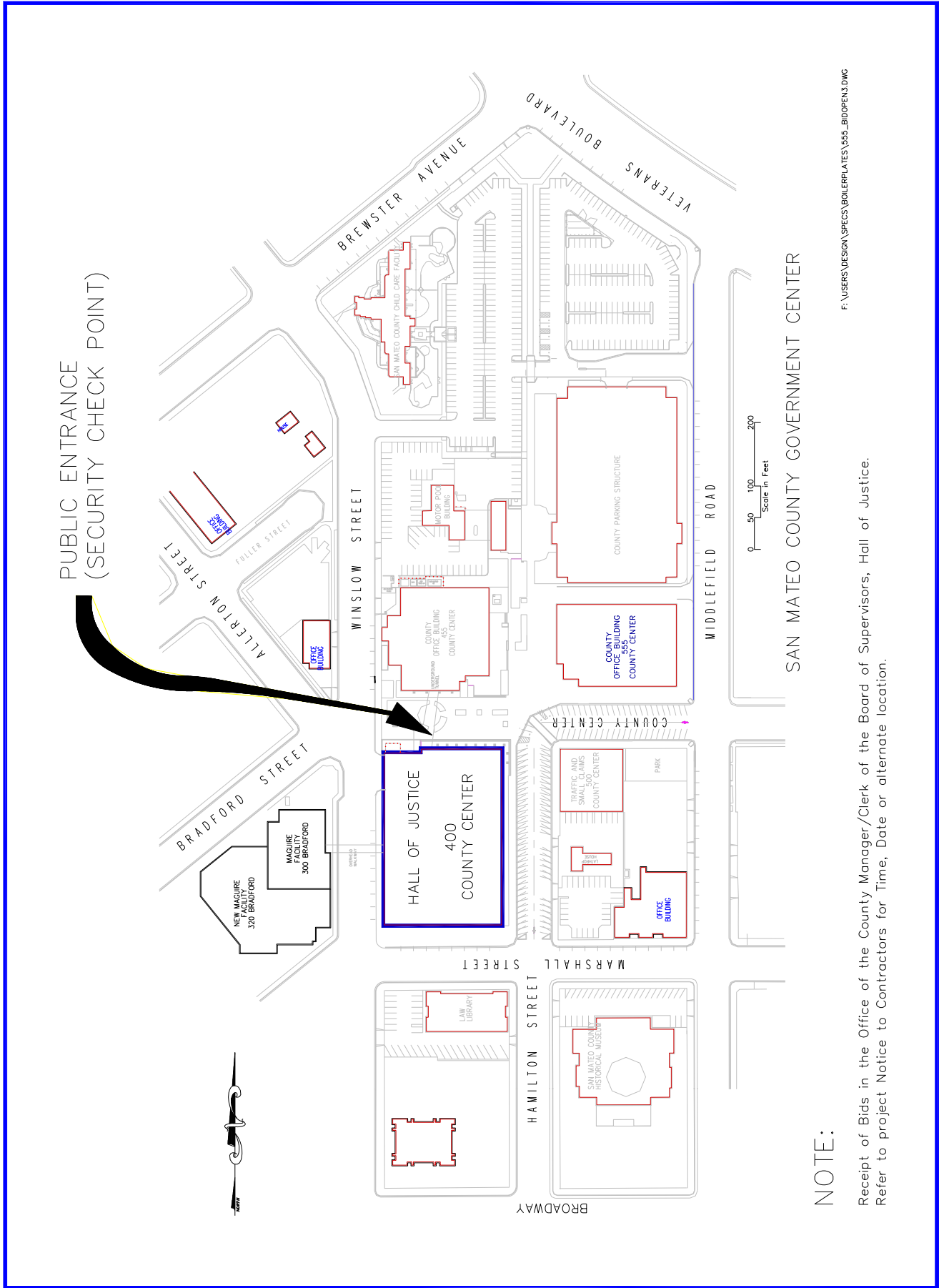
The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

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: July 28, 2023

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



PUBLIC ENTRANCE
(SECURITY CHECK POINT)

SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

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

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**SPECIAL PROVISIONS
FOR**

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DATE: July 28, 2023

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.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

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

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

2-1. Plans and Specifications

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

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

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

2-1.015. Federal Lobbying Restrictions

Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1352, of the United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

Certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is required. Included in the Proposal is Exhibit 10-Q (Standard Form LLL), "Disclosure of Lobbying Activities," with instructions for completing. Signing the Proposal shall constitute both signature of Standard Form LLL and said Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02. Disadvantaged Business Enterprise (DBE)

The bidder's attention is directed to the provisions in Sections 2-1.12 and 5-1.13B, "Disadvantaged Business Enterprises," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning DBEs.

This contract is subject to Title 49 CFR 26.13(b):

"The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate."

Each subcontract signed by the bidder must include this assurance.

Contractor shall take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the County specifies a goal for DBEs.

Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Contractor shall meet the DBE goal or demonstrate that he/she made adequate good faith efforts to meet this goal. The DBE goal, as shown on the Notice to Contractors, is five percent (5 %).

It is Contractor's responsibility to verify that the DBE firm is certified as a DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

<https://dot.ca.gov/programs/civil-rights/dbe-search>

and choose the "Access the DBE Query Form" link.

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

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

1. One hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
2. Sixty percent (60%) counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55(e)(1)(i) and 49 CFR 26.55 (e)(2)(ii), respectively, defines "manufacturer" and "regular dealer."

Contractor receives credit towards the goal if he/she employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

The Contractor is advised of the following:

- a. Contractor shall submit DBE information on the “Exhibit G Construction Contract DBE Commitment” form included in the Proposal section of this document. Said form shall be submitted, by each bidder, with the Proposal.
- b. Written confirmation from each DBE stating that it is participating in the contract shall be submitted. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.
- c. If Contractor does not submit the DBE Commitment form and written confirmation from each DBE with their bid, the County will find said Contractor's bid to be non-responsive and it will be disqualified.

Good Faith Efforts Submittal

Regardless of whether or not the Contractor has met the DBE goal, the Contractor shall complete and submit the “Exhibit-H: Proposer/Contractor Good Faith Efforts” form with the bid showing that an adequate good faith effort was made to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. Good faith efforts documentation may be submitted with the bid but shall be submitted **no later than 4 p.m. on the 3rd business day after bid opening.** If Contractor does not submit the Good Faith Efforts documentation as specified above, said Contractor's bid shall be considered to be non-responsive and be disqualified.

Regardless if Contractor's DBE Commitment form shows that the DBE goal has or has not been met, Contractor is still required to submit good faith efforts

documentation to protect eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Contractor's good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work Contractor has made available to DBE firms. Contractor shall identify those items of work he/she might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, Contractor shall show the dollar value and percentage of the total contract. It is the Contractor's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. Contractor is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which Contractor requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If Contractor has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Contractor shall provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime Contractor or its affiliate. If such assistance is provided by Contractor, identify the name of the DBE assisted, nature of the assistance offered, and date. Contractor shall provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts. The County may consider DBE commitments of the 2nd and 3rd responsible bidders when determining whether the low bidder made adequate good faith efforts to meet the DBE goal.

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.

END OF SECTION

**SECTION 4.
DESCRIPTION OF WORK**

The work to be done consists, in general, of clearing and grubbing, excavating soil, constructing a concrete and steel soldier pile concrete lagging retaining wall, constructing a mechanically stabilized earth retaining wall, dewatering, removing existing asphalt and base rock, installing and compacting backfill, replacing removed asphalt and base rock with new, installing metal beam guardrail, and drainage improvements including a lined channel. Work also includes installing erosion control/slope protection, 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.

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

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any:
- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order, excluding loss of anticipated profits, under the procedures described in the contract. No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- C. In the event that a dispute arises between the Engineer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any

part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

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

5-2. Repair of Equipment

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

5-3. Cooperation

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

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

Full compensation for conforming to the requirements of this permit, including the cost of the permit, if any, 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.

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 7-0.20, "Subcontracting," of these Special Provisions and Section 5-1.13, "Subcontracting," of the Standard Specifications.

The Contractors engaged in Federal-aid projects shall physically incorporate provisions contained in Federal Form FHWA-1273 in all subcontracts, lower tier contracts, and purchase orders. Copies of subcontracts shall be available to the Engineer upon written request as stated in Section 8-1.01, "Subcontracting," of the Standard Specifications.

END OF SECTION

SECTION 6. CONTROL OF MATERIALS

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

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

The County uses a Quality Assurance Plan (QAP) to provide assurance that the materials incorporated into construction projects are in conformance with the contract specifications. Contractor may examine records and reports of tests performed by the County if they are available on the job site. Contractor shall schedule work to allow time for the testing requirements in the QAP.

The Contractor is advised that this project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991. The Contractor's attention is directed to Section 7-0.15, "Buy America Requirements," of these Special Provisions.

The Contractor shall furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, Contactor shall submit a Certificate of Compliance under Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

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 216/CT 231	Determines field densities using a nuclear gage.
Concrete	Strength	CT 521	Determines compressive strength of molded concrete cylinders
Grout	Compressive Strength	ASTM C1019	Determines compressive strength of freshly-mixed grout using grout sample box.
Steel Rebar	Tensile Strength & Bend Capability	ASTM A625; A370	Determines tensile strength and bend capability

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 the Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Sections XV, "COVID-19" and XIII, "Electronic Signature," of the Agreement (AG) portions of the Contract Documents.

7-0.10. Federal Forms, Posters and Data Required of Contractor During Construction

The Contractor is advised that there are Federal posters required to be posted at the job site and forms required to be submitted during construction. Reference is made to the "Federal Requirements for Federal-Aid Construction Projects" section of these Special Provisions for a listing of the most-commonly required forms. Reference is made to the pre-construction checklist titled "Federal-Aid Maintenance Contract" (Appendix G, "Pre-Construction Hand-Out Packet for Federal-Aid Projects").

The Contractor is further advised that, should Contractor fail to post the required posters at the job site or provide the Federal forms in a timely manner without due cause, as determined by the Engineer, the Engineer shall have the option, at his discretion, to either withhold the progress payment or issue a stop work order until such forms have been submitted to the Engineer.

7-0.11. Required Listing of Proposed Subcontractors

All proposed subcontractors shall be listed by the Contractor in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications.

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposed to subcontract portions of the work in an amount in excess

of one-half of one percent (0.5%) of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractor after the opening of the proposals via completion and submittal of the Construction Contract DBE Commitment, Exhibit 15-G, included in the Proposal.

7-0.12. Submission of DBE Information, Award, and Execution of Contract

The bidder's attention is directed to the provisions in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," and Section 3, "Contract Award and Execution," of these Special Provisions for the requirements and conditions concerning submittal of DBE information, and award and execution of contract.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that the bidder made good faith efforts to do so. The Contractor's attention is directed to the Good Faith Efforts Submittal requirements in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these Special Provisions.

7-0.13. Labor Nondiscrimination

The Contractor is advised that the State Standard Specifications shall apply if and where any conflicts between Section 2-1.02 "Disadvantaged Business Enterprise (DBE)," this Section 7-0.13, "Labor Nondiscrimination," and Section 7-1, "Equal Employment Program for Minority Employment," of these Special Provisions and the State Standard Specifications exist.

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

NOTICE OF REQUIREMENT FOR
NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

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

7-0.14. Prevailing Wage

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

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

7-0.15. Buy America Requirements

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other

coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6 2.03C, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

7-0.16. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in

conformance with the provisions in Section 8 1.07C, "Payment Adjustments," of the Standard Specifications.

7-0.17. Subcontractor and DBE Records

The Contractor shall use each DBE subcontractor as listed on the List of Subcontractors form, Exhibit 12-B, and the Construction Contract DBE Commitment form, Exhibit 15-G, included in the Proposal, unless an authorization is received for substitution.

The County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation.
2. Provide this notification before starting the affected work.

The Contractor shall maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If Contractor is a DBE contractor, Contractor shall include the date of work performed by its own forces and the corresponding value of the work.

Prior to the fifteenth of each month, the Contractor shall submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify the Contractor in writing of the decertification date and the Contractor must immediately notify the County in writing of the DBE's decertification date. If a business becomes a certified DBE before completing its work, the business must notify the Contractor and the County in writing of the certification date and submit the notifications to the County. On work completion, Contractor shall complete a DBE Certification Status Change, Exhibit 17-O form. Contractor shall submit the form to the County within 30 days of contract acceptance.

Upon work completion (i.e. completion of the contract bid items), a summary of these records shall be prepared on the "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors", Exhibit 17-F form, and certified correct by the Contractor or Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld by the County from payment to the Contractor until a satisfactory form is submitted by the Contractor. The County will release the \$10,000 withheld upon submission of a satisfactorily completed form by the Contractor.

7-0.18. DBE Certification Status

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

A copy of "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) has been included under that section of these Special Provisions titled "Federal Requirements For Federal-Aid Construction Projects."

7-0.19. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the "Local Agency Bidder - DBE Commitment (Construction Contracts)," Exhibit 15-G form to be submitted with Contractor's bid and as specified under Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these Special Provisions. The Contractor SHALL NOT terminate

or substitute a DBE listed for convenience and perform the work with his/her own forces or obtain materials from other sources without prior written authorization from the County.

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

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

Contractor shall notify the original DBE of its intent to use other forces or material sources and provide the reasons. Contractor shall provide the DBE with 5 days to respond to its notice and advise the Contractor and the County of the reasons

why the use of other forces or sources of materials should not occur. The Contractor's request to use other forces or material sources must include:

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

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

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on the Construct Contract DBE Commitment, Exhibit 15-G, included in the Proposal, unless it is performed or supplied by the listed DBE or an authorized substitute.

7-0.20. Subcontracting

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of San Mateo may exercise the remedies provided under Pub Cont Code § 4110. The County of San Mateo may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The provisions in the third paragraph of Section 5-1.13, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required

Contract Provisions Federal-Aid Construction Contracts" that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and these Special Provisions. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The contractor shall not use a debarred contractor. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include "Exhibit 12-G Required Federal-Aid Contract Language " of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

7-0.21. Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good

cause as determined by the County and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The Contractor's attention is directed to Section 9-2, "Payments to Contractor," of these Special Provisions for the provisions applicable to payments to be made to the prime contractor.

7-0.22. Prompt Payment of Funds Withheld to Subcontractors

Section 9-1.16, "Progress Payments," of the Standard Specifications shall not apply.

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the contract work by the County. Federal Law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non-payment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

The Contractor's attention is directed to Section 9-3, "Payments Withheld from Contractor," of these Special Provisions for the provisions applicable to payments that may be withheld from the prime contractor.

7-0.23. Partnering

The County will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the County and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

7-0.24. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of

Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7-1. Equal Employment Opportunity Program for Minority Employment

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

7-1.1. Definitions

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

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

7-1.2. Certifications of Compliance and Intent

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

7-1.3. Equal Employment Opportunity Program

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

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

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

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

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.

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.

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.

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.

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 subcontractors 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 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 .050.050 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation to the Board of Supervisors. Such a waiver may only be granted by the Board and, if approved, shall become an integral part of the contract.

7-1.10. Employee Benefits

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

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

7-1.11. Non-Discrimination

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

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

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

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

- (1) examine Contractor's employment records with respect to compliance with this paragraph;
- (2) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

7-2. Prevailing Wages

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 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 7-1.02O, "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. Excavation 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

SEVENTY (70) CALENDAR DAYS

from the date of said beginning, as described above.

The Contractor is expected to work on Saturdays, from 9:00 A.M. to 5:00 P.M. The bid item, "Weekend Work (Not to Exceed \$100,000)," is a final pay item as specified in Section 9-1.02C, "Final Pay Item Quantities" of the Standard Specifications. The contract lump sum price paid for this item, "Weekend Work (Not to Exceed \$100,000)," shall include furnishing all labor and incidentals for doing all work associated on the weekend.

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 Four Thousand Eight Hundred Dollars (\$4,800.00) 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"**

8-3. Progress Schedule

The Contractor is advised that an initial/baseline project schedule and subsequent schedule updates are 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.

(3) Normal working hours shall not be earlier than 8:00 A.M. and no later than 8:00 P.M. from Monday to Friday, and shall not be earlier than 9:00 A.M. and no later than 5:00 P.M. on Saturday, unless otherwise approved in writing by the Engineer.

The schedule shall be developed by a critical path method. The baseline progress schedule shall have as many activities as necessary, and as approved by the Engineer, to be sufficient to assure adequate planning of the project, and to permit monitoring and evaluation of progress and the analysis of time impacts. The Contractor shall provide sufficient material, equipment, and labor to meet the completion times in this schedule.

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

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

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

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

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

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

If the Engineer deems that the baseline progress schedule, any necessary progress schedules and/or required supplemental schedules do not provide the information required in the section and/or is unacceptable in size, appearance, neatness and legibility, progress payments will be withheld by the Engineer until a schedule containing the required information and/or with improved appearance has been submitted by the Contractor and approved in writing by the Engineer.

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

8-4. Construction Work Plan

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

The Contractor shall submit a construction work plan to the Engineer within five (5) working days after the preconstruction meeting for the Project. This construction work plan shall include at a minimum a defined construction sequencing plan (throughout the entire construction phase), staging and stockpiling conceptual plan, and materials/equipment storage plan.

The Engineer shall have five (5) working days to review and accept, reject or return a submitted construction work plan for revision. The Contractor shall not commence project work until after receipt of written approval of the construction work plan from the Engineer. The Notice to Proceed will be issued by the Department of Public Works after the work plan has been approved.

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 any of the submitted plans 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, "Construction Work Plan," shall be considered as included in the unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 9. MEASUREMENT AND PAYMENT

9-1. Force Account Work

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

The first sentence of 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) 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.

The Contractor's attention is directed to Section 7-0.21, "Prompt Progress Payment to Subcontractors," of these Special Provisions for the provisions applicable to payments to be made by a prime contractor or subcontractor to any subcontractor.

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.

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

The Contractor's attention is directed to Section 7-0.22, "Prompt Payment of Funds Withheld to Subcontractors," of these Special Provisions for the provisions applicable to the return, by a prime contractor or subcontractor, of all monies withheld in retention from any subcontractor.

9-4. Stop Notices

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

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any

amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9000 et seq. of the Civil Code.”

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity’s rights to retain monies in order to provide for that entity’s reasonable cost of litigation. The Bidder is further notified that all provisions of Sections 9204 and 21014 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

END OF SECTION

SECTION 10.
DEVELOP AND APPLY WATER

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

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

Full compensation for work associated with this section shall be considered as included in the Contract price bid for the various items of work involved and no separate payment will be made therefore.

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 the County with photographic evidence that notifications were distributed. The photographs shall include a representative sampling of the notice distributed and be date and time stamped. The notices shall include relevant dates and describe anticipated impacts to property owners during the work. The content, format and method of delivery of such notices shall be approved by the Engineer prior to distribution. The Contractor is advised that these notices shall not be placed in mailboxes, as it is a violation of Federal postal regulations. Affected property owners and residents shall be considered all those who:

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

The Contractor shall provide approved notification to all affected owners/residents a minimum of **TWO (2) 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.

11-2. Rights of Entry

The Contractor is advised that the "Right of Entry" areas, as shown on the Plans, shall not be entered upon until specifically authorized, in writing, by the Engineer. It is anticipated that authorization to enter shall be granted for the areas shown on the Plans no later than **THIRTY (30) CALENDAR DAYS** after the Contractor receives the Notice to Proceed. However, should authorization not be granted within the above time,

the Contractor shall have no basis for a claim for damages or extra compensation in the event the Contractor's work is hindered or delayed until the expiration of **SIXTY (60) CALENDAR DAYS** after receiving the Notice to Proceed. Any such claim shall be valid only for a controlling item of work and only for the specific property for which a right of entry is required.

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

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

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

END OF SECTION

SECTION 12. MAINTAINING TRAFFIC

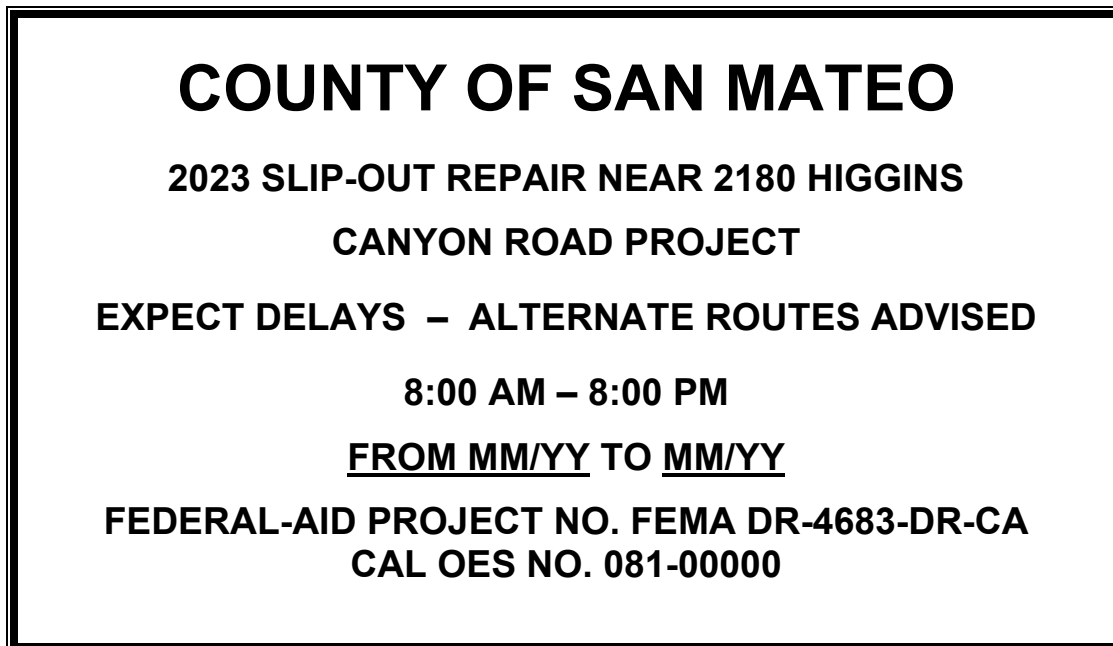
Attention is directed to Section 12-1, "Temporary Traffic Control, General," of the Standard Specifications, Sections 5-10, "Public Safety," and 7-4, "Public Convenience," of these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. The first paragraph of Section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

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

12-1. 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, road closures, and/or 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 Plans. 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 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.

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 ensure public safety. 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.

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

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. R2-2022-0018 (MRP), and where applicable, the State Water Resources Control Board NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2010-0014-DWQ (Construction General Permit), and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

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

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

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

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

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

13-1. Water Pollution Control Program

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

authorized in writing by the Engineer, until the program has been approved by the Engineer.

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

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program within 5 working days. The County will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program or failure to adhere to the provisions of an accepted water pollution control program.

A. Contractor Response

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

Should the County Road Maintenance Division be required to provide any after-hours, weekend or holiday repairs to the Contractor's water pollution controls due to the Contractor's failure to respond, all costs associated with providing that response, including overtime wages, equipment and material costs, shall be deducted from the Contractor's final payment. The Contractor shall also be fully responsible for any fines,

penalties or mitigations imposed by any regulatory agency caused by his failure to respond, regardless if the County Road Maintenance Division attempts any repairs or pollution prevention work in his absence.

B. Excavation and Grading

The Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until water pollution control materials have been delivered to the work site. The Contractor shall certify, in writing, that the quantity of water pollution control materials at the site is sufficient to protect against water pollution caused by the work, and shall specify the type of material and intended use in said written certification. Excavation and grading activities shall be scheduled for dry weather periods. Excavation and grading activities shall not be allowed to commence or continue during periods of rainfall or runoff.

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

C. General Housekeeping

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

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

Dumpsters shall be covered, maintained, and checked frequently for leaks. It is recommended that dumpsters be lined with plastic to prevent leakage of liquids. At no time will the Contractor be permitted to wash dumpsters at the site.

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

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 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.

D. Stockpiles

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

E. Vehicle Maintenance

The Contractor shall designate a completely contained area of the construction site, well away from watercourses and tributary areas, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. The Contractor shall require the use of drip pans or drop cloths to catch drips and spills if any vehicle or equipment fluids (e.g. motor oil, radiator coolant, etc.) must be drained on site. Diesel oil shall not

be used to lubricate or clean equipment or parts. All spent fluids shall be stored in separate containers, and recycled whenever possible, or disposed of as hazardous waste.

Spills or leaks shall be immediately contained and cleaned up by the Contractor, all at his expense, and shall be reported to the Engineer immediately after containment. All vehicles and equipment shall be maintained in good repair. The Contractor shall inspect frequently for and immediately repair any leaks. The Contractor shall perform major maintenance, repair jobs, and vehicle and equipment washing off site.

F. Spill Prevention and Response

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

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

G. Tire Washing

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

H. Roadwork and Paving

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

Slurry resulting from saw cutting operations shall be shoveled or vacuumed and completely removed from the site. The Contractor shall not be permitted to sweep or flush any saw cutting debris or slurry into any watercourse, or tributary area.

I. Concrete and Mortar

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

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

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

J. Training

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

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

END OF SECTION

SECTION 14. CONSTRUCTION WASTE MANAGEMENT

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

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

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, steel, 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:

- (1) One hundred percent (100%) of inert wastes being reused or recycled AND at least fifty percent (50%) of C&D wastes being reused or recycled; OR

(2) All waste that is not separated on-site for recycling is sent to a mixed C& D sorting facility for recycling.

14-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

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

D. Separation Facilities:

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

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 Sections 5-1.36, "Property and Facility Preservation" and 15, "Existing Facilities", of the Standard Specifications, Sections 7-14, "Trench Safety," and 15, Existing Facilities," of these Special Provisions, the Plans, and the directions of the Engineer. All material removed shall be disposed of in conformance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 10, "Construction Waste Management," of these Special Provisions.

15-1. Buried Utility Removal

There are no known buried active utilities below ground within the project site.

Removal of any unknown buried utilities within the project area shall be considered as included in the various Contract items of work.

15-2. Base and Surfacing Removal

Base and surface removal work shall conform to the provisions of Section 39-3.05, "Remove Base and Surfacing," of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, saw cutting asphalt concrete, conform grinding, and removing and disposing of existing base and bituminous surfacing as shown on the Plans and as Directed by the Engineer.

Where base and surfacing are described to be removed, remove base and surfacing to a depth of at least twelve (12) inches below grade of the existing surfacing, Where applicable, backfill resulting holes and depressions with embankment material under Section 19, "Earthwork."

Full compensation for all work involved for the item, "Base and Surfacing Removal," 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 "Buried Utility Removal" 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 17. DEMOLITION, CLEARING AND GRUBBING

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

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

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

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

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

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

Removal of any concrete improvements, roadside signs, trees, shrubs, and any other improvements shall be as shown on the Plans and as directed by the Engineer.

The Contractor shall not remove any concrete improvements roadside signs, trees, shrubs, hedges, and any other 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.

All materials removed shall become the property of the Contractor and shall be disposed of in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions. Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway, as provided in Section 4-1.13, "Clean Up," of the Standard Specifications.

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

Existing trees, shrubs, downed trees, asphalt, base rock, backfill materials, slide materials, and deleterious materials within the limits of work shall be removed, unless otherwise specified in these Special Provisions or directed by the Engineer. The Contractor's attention is directed to Section 17-1, "Remove Trees," of these Special Provisions.

17-1. Remove Trees

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

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

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

The Contractor is advised that all trees designated for removal which are less than ten inches (10") in trunk diameter, as well as stumps of any diameter, shall be considered as included under the Contract lump sum price paid for this item "Demolition, Clearing and Grubbing," and no additional compensation will be allowed therefore. Trees ten inches (10") or greater in trunk diameter shall be paid for per each under these items of work, "Remove Tree (11" to 36")," and "Remove Tree (36" and above)."

The Contractor is encouraged to review the project site in order to assess the trees and root balls that will require removal.

Full compensation for all work involved for these items, "Remove Tree (11" to 36")," and "Remove Tree (36" and above)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities for these items, "Remove Tree (11" to 36")," and "Remove Tree (36" and above)," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to these items of work.

17-2. Protect in Place Existing Fences

Existing fences shall be protected in place, the Contractor may temporarily

remove the fences with prior authorization from the Engineer. Removal and resetting of 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.

Full compensation for protecting in place, removing, and resetting existing fences shall be considered as included under the Contract lump sum price paid for this item, "Demolition, Clearing and Grubbing," and no additional compensation shall 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. For all open excavations greater than five feet in depth:

- i. 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.
- ii. 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 conditions of loading which may exist, or which may arise during construction of the project.
- iii. 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 5-6, "Preservation of Property," of these Special Provisions. 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.

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 Sections 5-5, “Project Appearance,” 5-10, “Public Convenience,” and 7-4, “Public Safety,” of these Special Provisions.

19-1. Structure Excavation

Structure excavation shall conform to the provisions of Section 19-5, “Structure Excavation and Backfill,” of the Standard Specifications and these Special Provisions. Structure excavation shall consist of excavation for the soldier pile wall, as shown on the Plans and as directed by the Engineer. All existing structure excavation material determined to be unsuitable for structure backfill by the Engineer 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 and in conformance with San Mateo County requirements.

All existing structure excavation material determined to be suitable structure backfill material by the Engineer shall be placed at the locations designated and to the requirements specified in the Plans and these Special Provisions, and as directed by the Engineer. Reference is made to Section 19-3, “Structure Backfill,” of these Special Provisions. The quantity of structural excavation and/or structural backfill is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that

any/all site-excavated material will be useable, as determined by the Engineer, for backfill.

The Contractor is advised that excavation may conflict with existing tree roots and care must be taken to avoid damaging the roots of trees to remain. The Engineer shall be notified immediately if conflicts with tree roots greater than **four inches (4")** in diameter are identified so that the Engineer may call an arborist to the site to evaluate. **No tree roots greater than four inches (4") in diameter shall be cut without prior written authorization from the Engineer.** Where roots greater than four inches (4") in diameter are encountered, the Contractor may be required by the Engineer to hand excavate material in order to conform to the project structural section requirements. **Tree roots requiring removal must be severed by means of a root cutter.**

The quantity of material hand excavated will be paid for on a cubic yard basis as roadway excavation, and no additional compensation will be allowed therefore.

Any "Special Excavation" techniques, including excavation around tree roots that are to be saved, as required by the Engineer, shall be considered as work included in the item, "Tree Protection," and no additional compensation will be allowed therefore.

The Engineer reserves the right to adjust the limits of structure excavation shown on the Plans by up to five (5) lineal feet. The provisions of Sections 9-1.06B, "Increases of More Than 25 Percent," and 9-1.06C, "Decreases of More Than 25 Percent," of the Standard Specifications shall not apply to this item of work.

Except as stated above, full compensation for all work involved for this item, "Soil Excavation," and "Rock Excavation" is a final pay item as specified in Section 9-1.02C, "Final Pay Item Quantities" of the Standard Specifications. The contract price bid per cubic yard (CY) for this item shall include furnishing all labor, material, tools, equipment, and incidentals and for doing all work associated with this item.

19-2. Structure Backfill

Structure backfill shall conform to the provisions of Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications and these Special Provisions.

Prior to the commencement of the structural backfill operation, the site shall be cleared and grubbed of existing vegetation. Care shall be taken not to damage any unknown existing utilities, if any. It may be necessary to pothole and locate unknown utilities, if discovered. This should be done in coordination with utility providers. All existing structures and debris shall be removed from the site. Before placement of fill materials, loose soil and vegetation shall be removed from the areas to receive fill. All depressions created by tree and stump removal and/or demolition of structures shall be excavated to firm soil before placement of fill.

Structure backfill shall be placed and compacted to a minimum ninety-five percent (95%) relative compaction at a moisture content of at least 2 percent (2%) over optimum as determined by the ASTM D-1557 (latest revision) test procedure, for the soldier pile wall (inboard) and the mechanically stabilized earth retaining wall (outboard), to the limits shown on the Plans and as directed by the Engineer. Structure excavation material determined by the Engineer to be suitable as structure backfill material shall be placed at the locations designated and to the requirements specified in the Plans and these Special Provisions, and as directed by the Engineer. Reference is made to Section 19-1, "Structure Excavation," of these Special Provisions.

Structural Backfill material shall conform to the following criteria and requirements:

Structural Backfill material shall be non-expansive and have a Plasticity Index of less than 12 percent and a Liquid Limit of 30 percent or less with a minimum friction angle of 34 degrees. The Structural Backfill material shall not contain rocks or lumps larger than 6 inches in greatest dimension and should not contain more than 15 percent of the material larger than 3 inches. These materials shall be free of organic debris and deleterious or contaminated materials. All Structural Backfill material shall be reviewed and approved by the geotechnical engineer prior to placement at the site. A minimum of five days will be required to evaluate and test the suitability of all proposed imported materials. Contractor shall provide the engineer with a minimum of two (2), one cubic foot (1c.f.) samples of proposed structural backfill material at the engineer's testing

laboratory a minimum of ten (10) working days prior to scheduled placement of the structural backfill material.

Structural Backfill material shall be placed and compacted to a minimum of 95 percent (95%) relative compaction at a moisture content of at least 2 percent over optimum as determined by the ASTM D-1557 (latest revision) test procedure. Structural Backfill material placed in the roadway prism behind the segmental wall face and as the mechanically stabilized earth retaining wall, and pavement subgrade shall be compacted to a minimum of 95 percent (95%) relative compaction at a moisture content of at least 2 percent over optimum as determined by the ASTM D-1557 (latest revision) test procedure.

The Contractor is advised that the net quantity of structure backfill required, is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that any/all materials excavated from the site as structure excavation will be approved by the engineer as Structure Backfill.

The site will be surveyed by County forces immediately prior to and following construction to verify the quantity of structure backfill within the limits of the work. The resultant quantities of structure backfill, and any adjustment in the estimated quantities as based on these surveys, shall be calculated by the Engineer by whatever means he deems best for determining the adjustment. This shall be the sole method for determining pay quantities for this item, "Structure Backfill".

The Engineer reserves the right to adjust the limits of structure backfill shown on the Plans by up to five (5) lineal feet. The provisions of Sections 9-1.06B, "Increases of More Than 25 Percent," and 9-1.06C, "Decreases of More Than 25 Percent," of the Standard Specifications shall not apply to this item of work.

Full compensation for all work involved for this item, "Structure Backfill," is a final pay item as specified in Section 9-1.02C, "Final Pay Item Quantities" of the Standard Specifications and these Special Provisions. The contract price bid per cubic yard (CY)

for this item shall include furnishing all labor, material, tools, equipment, and incidentals and for doing all work associated with this item.

19-3. Earthwork

Earthwork required for the project will include excavation to develop temporary site access and create a bench for drilling and construction of any earthwork repair. This bench shall also be needed for the placement of excavated material as engineered fill in order to approximately restore the original grade at the site. Minor grading could also be required to modify or construct drainage facilities and to distribute excess excavated material on-site, as appropriate.

Before the commencement of the grading operation, the site should be cleared and grubbed of existing vegetation. Care should be taken not to damage any utilities present. This should be done in coordination with utility providers. All existing structures and debris should be removed from the site, including but not limited to existing pavement, foundation systems, buried pipes, large fallen trees, and other related improvements. Before engineered fill is placed, loose soil and vegetation should be removed from the areas to receive fill. All depressions created by tree and stump removal and demolition of structures should be excavated to firm soil or bedrock before placement of fill.

19-4. Excavations

Excavations for the project are anticipated to be up to approximately 30 feet deep to construct the repair alternatives. Due to the existing road upslope surcharge, the slope must be shored with a retaining wall before any excavation. We recommend that any, and all temporary shoring is designed in conformance with the State of California Department of Transportation, Trenching and Shoring Manual. A qualified California-registered civil engineer shall prepare the shoring design.

Temporary excavation slopes should not be steeper than 1.5H:1V and should conform to the Occupational Safety and Health Administration (OSHA) requirements for earthen slopes. Haley & Aldrich should be retained to observe subsurface conditions

during excavation to confirm assumed conditions and provide revised recommendations.

19-5. Material for Engineered Fill

See Section 19-2 Structural Backfill, above, for the requirements of this section.

19-6. Engineered Fill Placement and Compaction

See Section 19-2 Structural Backfill, above, for the requirements of this section.

19-7. Excavation Dewatering

Dewatering work shall include, but not be limited to, providing submittals and discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

The Contractor shall take whatever measures necessary, as determined by the Engineer, and shall furnish, install and operate pumps or other devices as may be necessary to remove seepage or storm water that may be found or accumulate in the excavations during the progress of the work. Once seepage or ground water conditions in excavated areas are encountered, no further trenching will be allowed until suitable dewatering procedures are in operation.

The Contractor shall always keep all excavations free from water during construction and until the County gives permission to cease pumping. The Contractor shall also always keep all excavations free from the accumulation of water, as may be required by the County for inspection or other purposes.

Dewatering shall be controlled such that water surface elevation does not change at a rate that increases the turbidity of the creek. All contaminated water from excavation shall be pumped into a holding facility or a settling pond to allow for water to clear prior to flowing back into the stream. Pumps for water to flow around the project site shall have screens to prevent entrainment of small fish. Pump screens shall not have openings larger than 5 millimeters and shall be maintained to be free of algae, leaves, and other debris.

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

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

19-8. Lagging (Soldier Pile Wall)

Lagging shall include, but not be limited to, providing submittals and engineered calculations stamped and signed by an engineer appropriately, and currently, licensed by the State of California to produce such designs and calculations necessary to show that all contractor proposed lagging meets or exceeds the requirements to safely resist all forces placed upon it in retaining the existing upslope earthen material while the roadway prism and slide material beneath the soldier pile retaining wall is removed in order to reconstruct the roadway prism with a reinforced earth retaining wall and segmental wall face. Force utilized to calculate the required lagging shall not be less than 1,200.0 Pounds per square foot of wall face.

Allowable lagging material(s) may include stackable concrete lagging, or cast in place reinforced concrete lagging in the form of a vertical reinforced concrete lagging panel. **Wooden lagging is not acceptable.**

Contractor shall make the necessary submittal(s), including engineered calculations, and shall receive the engineer's approval of the proposed lagging material prior to delivery of the proposed lagging material to the construction site.

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 Silt Fence

No excavation or backfill work shall commence until temporary silt fence has been placed as shown on the plans and as directed by the Engineer. Temporary silt fence shall be installed on contour a minimum of two (2) feet to the downslope side of any excavation or backfill. Temporary silt fence shall be installed as shown on the Plans, with the supporting posts on the downslope side of the fence structure. Silt fence lines shall be unbroken, with silt fencing pieces wound together to form a contiguous structure as shown on the Plans. Attention is directed to Section 21-2, “Temporary Erosion Control,” of these Special Provisions for additional requirements.

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

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

Inspection and Maintenance

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

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

Removal and Disposal

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

Payment

Full compensation for this item, "Erosion and Sediment Controls (ESC) – Silt Fence," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

21-2. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 10, "Develop and Apply Water," 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 work week to the satisfaction of the Engineer. The Engineer may also require the installation of temporary erosion controls at the conclusion of any work day when rain and/or wind is occurring or forecast.

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

Staging Areas

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

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

Staging Area Finish

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

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the conclusion of construction operations. Staging area surfaces shall be graded and contoured to drain in the same manner as prior to their use. See Section 21-5, "Bonded Fiber Matrix" and Section 21-6, "Erosion Control Blanket" for vegetation cover. Any adjacent areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

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

Mulch

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

Mulch shall consist of a uniform application of sterile rice straw to a depth of not less than two (2) inches. Straw bales and flakes shall be broken apart and loosely spread prior to crimping. Mulch shall be manually crimped into the soil surface using

rakes, pitchforks or other appropriate means. Mulch shall not be track-walked using heavy equipment.

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

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

Winterization

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

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

Payment

Full 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.

21-3. Bonded Fiber Matrix

Bonded fiber matrix work shall conform to the provisions of Section 21-2, "Erosion Control Work," of the Standard Specifications and these Special Provisions. Disturbed areas shall be seeded with the native plant mix noted below, covered with Geocoir 900, or approved equal, and mulched with sterile rice straw. **Plastic monofilament netting (erosion control matting), loosely woven netting, or similar material in any form shall not be used at the project site. Materials utilizing fixed weaves (strands cannot move), polypropylene, polymer or other synthetic materials shall not be used.**

Work shall include, but not be limited to, providing, mixing, and applying seed, commercial fertilizer, stabilizing emulsion and other materials, or any combination thereof, with fiber and water as directed by the Engineer.

Material

Seed mix shall contain the following:

Pure Live Seed (lb./acre)	Biological Name	Common Name
2	<i>Symphyotrichum chilense</i>	California Aster
12	<i>Bromus carinatus</i>	California Brome Grass
10	<i>Hordeum brachyantherum</i>	Meadow Barley
8	<i>Festuca rubra</i>	Red fescue
8	<i>Elymus triticoides</i>	Spreading Wild Rye

Measurement and Payment

Full payment for conformance with this Special Provision shall be considered as included in the Contract price paid for Erosion and Sediment Controls (ESC) – Permanent Seeding, and no additional compensation will be allowed therefore.

21-5. Erosion Control Blanket

Erosion Control Blanket shall conform to Section 21-2.02O(4), “Erosion Control Blankets” of the Standard Specifications and these Special Provisions. Work shall include, but not be limited to, furnishing and installing erosion control blanket as shown on the Plans and as directed by the Engineer.

Erosion Control Blanket shall not be made with any monofilament material and be “North American Green Rollmax BioNet C700BN”, or an approved equal. Erosion Control Blanket shall be a long-term erosion control blanket, constructed of 100% biodegradable materials containing a 100% coconut fiber matrix, with a functional longevity of 36 months or greater. The coconut fiber shall be evenly distributed over the entire area of the blanket. The blanket shall be covered on the top side with a 60 x 50 woven coir fiber netting with mesh openings not to exceed 0.75 inch x 0.75 inch (1.90 cm x 1.90 cm) and bottom with 100% biodegradable woven natural fiber jute netting. The jute netting shall form an approximate 0.50 inch x 1.0 inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together with biodegradable thread on 1.50 inch (3.81 cm) centers.

Erosion Control Blanket shall be installed as per the manufacturer’s recommendations.

Full payment for conformance with this Special Provision shall be considered as included in the Contract price paid for Erosion and Sediment Controls (ESC) – Permanent Seeding, 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, "Class 2 Aggregate Base," which states:

“.... Aggregate may include material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.”

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 26-1.02A, "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 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.

Full compensation for this item, "Aggregate Base (Class 2)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 39.
ASPHALT CONCRETE (TYPE A)

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.

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

The Contractor's attention is further directed to the provisions of Section 39-2.01A(4)(i)(iii), "Pavement Smoothness," of the Standard Specifications for smoothness tolerance requirements and the importance of maintaining pavement smoothness that is equal to or better than currently exists.

Should the newly paved roadway fail to meet the County's smoothness tolerances in conformance with the Standard Specifications and these Special Provisions, the Contractor shall, at the Contractor's own expense, perform corrective measures. Such corrective measures shall be approved of by the Engineer. Failure to obtain County approval of proposed corrective measures may result in additional corrective measures, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Following any initial corrective measures, the Engineer will again make a determination as to roadway smoothness.

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.

At road conforms and driveway openings designated by the Engineer, additional asphalt concrete surfacing material shall be placed and hand raked, if necessary, and

compacted to form smooth tapered connections. **The Contractor shall provide temporary ramps, of asphalt concrete or other approved material, at joints for transverse conforms in the direction of travel and project limits, and shall provide temporary ramps to provide smooth connections, of asphalt concrete or other approved material, at joints at driveways, as well as any valves boxes, manholes (sanitary sewer and storm drain), or monuments that require adjustment and at any other locations designated by the Engineer, unless otherwise directed by the Engineer.** The Contractor is further advised that it will be his/her responsibility to ensure that the existing drainage patterns are maintained at all locations, as indicated on the Plans or as directed by the Engineer. Full compensation for furnishing all labor, tools, incidentals necessary for doing all work to hand rake said connections shall be considered as included in the Contract price paid for asphalt concrete, 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.

The Contract unit price paid per ton for this item, "Asphalt Concrete (Type A HMA,)," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placing asphalt concrete, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

39-1. Compaction Testing

New asphalt concrete (Type A HMA, 1/2" maximum, medium grading) placed within the roadway prism, as well as other areas shown on the Plans and as designated by the Engineer, may be tested for compaction, as directed by the

Engineer.

Compacting shall be performed to achieve not less than ninety-five percent (95%) of the maximum theoretical density. 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) 375 or ASTM D2950, as directed by the Engineer.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B, and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B, and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375

89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

The County pays for Contractor's call for first test only and, if necessary, subsequent re-test only. Should the subsequent re-test fail, then all subsequent re-tests will be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore.

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.

END OF SECTION

SECTION 47. SEGMENTAL BLOCK RETAINING WALL

Segmental Block Retaining Wall work shall conform to the provisions of Section 47, "Earth Retaining Systems," of the Standard Specifications and these Special Provisions.

Segmental Block Retaining Wall work shall include but not be limited to excavation, foundation soil preparation, leveling pad installation, wall unit installation, geogrid installation, backfill placement, and cap installation as shown on the Plans and as directed by the Engineer.

Materials

Masonry wall units shall be Keystone Valera Pro® Straight Face units or Basalite Geowall Max Straight Face units or an approved equal having minimum dimensions of eighteen (18) inches wide, by eight (8) inches tall, by twenty (20) inches deep, with a minimum unit block weight of ninety-five (95) pounds, and capable of being installed with a batter of one (1) horizontal to thirty-two (32) vertical to (1/32).

Wall units shall be manufactured in accordance with ASTM C90 and ASTM C140. Wall unit concrete shall have a minimum 28-day compressive strength of 3,000 psi and shall have a maximum moisture absorption of 6% to 8%. Compact units shall not be used.

The leveling pad shall be the pile cap constructed on top of the individual concrete soldier piles supporting the wall.

Fill for the segmental block retaining wall and drain shall be Class 2 permeable material as shown on the Plans.

Geogrid reinforcement shall be the type(s) as shown on the plans and conform to the provisions in Section 96, "Geosynthetics," of the Standard Specifications, these Special Provisions, and the manufacturer's recommendations.

Execution

The Contractor shall excavate as required for construction of the retaining walls and as allowed by OSHA Standards. The Contractor shall take care to not disturb areas beyond the limits of the retaining wall.

Retaining wall foundation excavation shall be observed and approved by the Engineer prior to the installation of the leveling pad. The leveling pad shall be compacted as shown on the Plans and in accordance with ASTM D-1557, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort."

Finished leveling pad shall have a smooth level surface to provide complete support for the first and subsequent levels of retaining wall units.

The first course of segmental wall units shall be checked for levelness and alignment and to ensure that units are in full contact with the foundation leveling pad. Units shall be placed side by side for full length of retaining wall.

Geogrid shall be placed at the locations and elevations as shown on the Plans or as directed by the Engineer. Geogrid shall be oriented with the high strength direction (roll direction) perpendicular to the retaining wall alignment. Correct orientation of the geogrid reinforcement shall be verified by the Contractor.

Backfill material shall be compacted to the maximum dry density as shown on the Plans and in accordance with ASTM D-1557, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort." Only hand-operated compaction equipment shall be allowed within 3' of the back surface of the retaining wall units. Tracked construction equipment shall not be operated directly on the geogrid. A minimum of 6" of backfill is required prior to tracked equipment passing over geogrid reinforcement.

Construction adhesive shall be used to provide permanent connection of caps to wall units. Apply adhesive to top surface of lower course prior to placing cap unit into position.

Blocks will be installed at a batter of 1 horizontal to 32 vertical.

Measurement and Payment

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

END OF SECTION

SECTION 49. PILING

CIDH concrete pile and soldier pile work shall conform to the provisions of Section 49, "Piling," of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, drilling of holes, removal and disposal of drilling spoils, and placement of soldier piles and Portland cement concrete backfill.

A concrete containment plan shall be submitted and approved by the Engineer prior to drilling of piles.

Materials

Surfaces of the steel soldier piles that will be exposed to the ground or air shall be painted in conformance with Section 59-2, "Painting Structural Steel," of the Standard Specifications. Paint shall be rust inhibiting paint for steel applications and shall be approved by the Engineer.

Execution

Drilled holes for the CIDH piles shall be of the diameter shown on the Plans and shall be straight and plumb such that the required minimum clearance between the steel and the sides of the hole is achieved for the length of the pile.

The bottom of the drilled hole shall be cleaned of loose material and shall be free of water before placing steel and the backfill. The Contractor shall provide temporary casing as necessary to prevent caving of the drilled holes. The Contractor shall provide pumping equipment to remove water from holes prior to placement of the backfill. Reference is made to Section 19-7, "Excavation Dewatering" of these Special Provisions.

The top elevations of concrete backfill shall be no more than 2 inches above or 2 inches below the top of concrete backfill elevations shown on the Plans.

Steel soldier pile and reinforcing steel shall be cast into the CIDH piles as shown on the Plans. The Contractor shall provide all necessary spacers and/or rigging to allow for proper positioning of the steel soldier pile.

The steel soldier piles shall be installed plumb. The top elevations of the steel soldier piles shall be no more than 1/2-inch above or 1/2-inch below the top of steel soldier pile elevations shown on the Plans. The Contractor shall provide survey control during steel soldier pile placement to demonstrate that specified elevations are maintained.

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

Measurement and Payment

Full compensation for the items, "Bore Holes, 24" Diameter, in Soil," "Bore Holes, 24" Diameter, in Rock (Inboard Wall)," "Bore Holes, 24" Diameter, in Rock (Outboard Wall)," "Bore Holes, 36" Diameter, in Soil," "Bore Holes, 36" Diameter, in Rock," "Concrete Pile, 24" Diameter (Inboard Wall)" "Concrete Pile, 24" Diameter (Outboard Wall)," and "Concrete Pile, 36" Diameter," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 51. CONCRETE STRUCTURES

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

51-1. Structure Concrete

Concrete for soldier piers shall conform to the provisions of Section 51, "Concrete Structures," and Section 90, "Concrete" of the Standard Specifications and these Special Provisions, and Section 49, "Piling," of these Special Provisions, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The cost for formwork and for providing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in constructing formwork, complete in place, shall be considered as included in the Contract unit prices paid for the item, "Structure Concrete (Lagging)," and "Structural Concrete (Pile Cap)" and no separate payment will be allowed, therefore.

The bid item "Structural Concrete (Lagging)" will be measured for payment by each based on the horizontal and vertical dimensions of the lagging shown on the plans.

The bid item Structural Concrete (Pile Cap)" will be measured by the linear foot.

Reference is made to section 19-8, "Lagging (Soldier Pile Wall)" of these Special Provisions.

Full compensation for the item, "Structural Concrete (Lagging)," and "Structural Concrete (Pile Cap)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 52. STRUCTURAL STEEL

General

Structural steel work shall conform to the provisions of Sections 51, "Concrete Structures," and 52, "Structural Steel," of the Standard Specifications and these Special Provisions.

Structural steel work shall include, but not be limited to, forming steel reinforcement and placement of steel reinforcement in reinforced concrete structures, as shown on the Plans and as directed by the Engineer.

Materials

Structural steel and steel reinforcement shall conform to the requirements of Section 52, "Structural Steel," in the Standard Specifications and these Special Provisions.

Measurement and Payment

Structural steel shall be considered as included in the unit prices paid for, "Structural Concrete (Lagging)," "Structural Concrete (Pile Cap)," "Concrete Pile 24" Diameter," and "Concrete Pile, 36" Diameter", and no additional compensation will be allowed therefore.

Full compensation for the items, "Steel Beam (W12x19)," "Steel Beam (W14x193)," and "Steel Beam (W18x175)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions

END OF SECTION

SECTION 68. SUBSURFACE DRAINS

Subsurface drains (blanket drain) shall conform to the provisions of Section 68, "Subsurface Drains," of the Standard Specifications, the Plans and these Special Provisions.

68-1. Geocomposite Wall Drain

General

Geocomposite drain work shall conform to the provisions of Section 68, "Subsurface Drains," and Section 68-7, "Geocomposite Drain System" of the Standard Specifications and these Special Provisions.

Work shall include but not be limited to furnishing and installing geocomposite drain materials as required for construction of the retaining wall drain as shown on the Plans and as directed by the Engineer.

Material

Geocomposite drain material shall be approved by the Engineer prior to placement.

Execution

Installation of the geocomposite material shall be per the recommendations of the manufacturer.

Measurement and Payment

Full compensation for this item, "Geocomposite Wall Drain," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

68-2. Underdrain Pipe

General

Perforated drainage pipe shall conform to the provisions of Section 68-2, "Underdrains," of the Standard Specifications, these Special Provisions, as shown on the Plans, and as directed by the Engineer.

Work shall include but not be limited to furnishing and installing perforated drainage pipes, and all pipe fittings and connections, as required for construction of the retaining wall drain, as shown on the Plans, and as directed by the Engineer.

Material

Perforated drainage pipe shall be 4" HDPE SDR-17 with $\frac{1}{4}$ " diameter perforated holes.

Execution

Install perforated drainage pipes as shown on the Plans.

Measurement and Payment

Full compensation for this item, "Perforated Drain Pipe," shall be considered as included in the unit price paid for the various Contract items of work, and no separate payment or additional compensation shall be allowed therefore.

END OF SECTION

**SECTION 83.
RAILINGS AND BARRIERS**

Metal Beam Guardrail shall conform to Section 83-2, "Metal Railings and Barriers," of the Standard Specifications, these Special Provisions, the Project Plans, and the directions of the Engineer.

Metal Beam Guardrail shall be Midwest Guardrail System as show on the plans and detail sheets as REVISED STANDARD PLAN RSP A77N3. Installation shall be per Detail C "at or Below Grade" as shown on the detail for "Installation at Walls or Obstructions" on Sheet C-404 of the Plans.

Midwest Guardrail System end cap shall be Type B per Standard Plan A77M1 on Sheet C-404 of the Plans. Full compensation for furnishing all labor, materials, hardware, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing end caps on Midwest guardrail system, as specified in the Standard Specifications, these Special Provisions, as shown on the Plans, and as directed by the Engineer, shall be considered as included in the unit price paid for this Contract item, "Guardrail," and no separate payment or additional compensation will be allowed therefore.

Midwest Guardrail System delineators shall be installed on wood posts per Standard Plan A77N4. Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing delineators on Midwest guardrail system, as specified in the Standard Specifications, these Special Provisions, as shown on the Plans, and as directed by the Engineer, shall be considered as included in the unit price paid for this Contract item, "Guardrail," and no separate payment or additional compensation will be allowed therefore.

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

END OF SECTION

**SECTION 89.
AGGREGATE**

Drain rock shall conform to Section 89, "Aggregate," of the Standard Specifications, these Special Provisions, the Project Plans, and the directions of the Engineer.

Drain rock shall consist of $\frac{3}{4}$ " crushed rock without fines. $\frac{3}{4}$ " crushed rock shall be angular broken rock with a minimum of two broken rock faces per stone. It shall be clean and without fines.

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

END OF SECTION

**SECTION 96.
GEOSYNTHETICS**

Geogrid shall conform to Section 96, "Geosynthetics," of the Standard Specifications, these Special Provisions, the Project Plans, and the directions of the Engineer.

Geogrid shall consist of MIRAFI 5XT Geogrid reinforcement, or an approved equal. Geogrid shall be placed at the locations and elevations as shown on the Plans or as directed by the Engineer. Geogrid shall be oriented with the high strength direction (roll direction) perpendicular to the retaining wall alignment. Correct orientation of the geogrid reinforcement shall be verified by the Contractor. Installation of the Geogrid material shall be per the manufacturer's specifications.

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

END OF SECTION

SECTION 100. CONSTRUCTION STAKING

Section 5-1.26, "Construction Surveys," of the Standard Specifications shall not apply to this section. Surveying shall conform to the provisions of Section 5-1.36E, "Survey Monuments," of the Standard Specifications and these Special Provisions. The Contractor shall protect all monuments.

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

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

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

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

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

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

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

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

An as-built survey shall be completed by the Contractor's surveyor showing the locations and elevations of the improvements including the center of each soldier pile, the four corners of the underpinning system, the drainage inlet, and down drain.

Survey data shall be delivered to the County in an electronic format selected by the County using the same coordinate system identified on the Plans.

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

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

100-1. As-Built Drawings

In order for the County to produce As-Built Drawings for this project, the Contractor shall submit a PDF copy of the Plans with appropriate as-built information mark-ups, which Plans shall be signed by the Contractor certifying the accuracy of the as-built drawings, including that elevations and locations of improvements are in accordance with the contract Documents. Should the

Engineer determine that additional information is required to produce accurate As-Built Drawings, the Contractor shall provide such information within **ten (10) calendar days** after receiving the written request for said additional information. The cost for providing this additional information shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

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

END OF SECTION

**FEDERAL REQUIREMENTS
FOR
FEDERAL-AID CONSTRUCTION PROJECTS**

- FR-1 Federal Forms, Posters and Data Required of Contractor During Construction
- FR-2 Federal Wage Rates (North County)
- FR-3 Federal-Aid Construction Projects Forms:
- **CEM-2401** – Substitution Report for Disadvantaged Business Enterprises (DBE) or Underutilized Disadvantaged Business Enterprises (UDBE)
 - **CEM-2402F** – Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors
 - **CEM-2403F** – Disadvantaged Business Enterprises (DBE) Certification Status Change
 - **CEM-2404F** – Monthly DBE/UDBE Trucking Verification
 - **FHWA-1391** – Federal-Aid Highway Construction Contractor’s Annual EEO Report (Exhibit 16-O, Local Assistance Procedure Manual)
- FR-4 Required Federal-Aid Contract Language:
- **LAPM Exhibit 12-G** – includes FHWA Form-1273
 - **Appendix E, Title VI Assurances in Contracts** – US DOT Order 1050.2A

**FEDERAL FORMS, POSTERS AND DATA
REQUIRED OF CONTRACTOR
DURING CONSTRUCTION**

Reference is made to Section 7-0.10, "Federal Forms Required To Be Submitted By Contractor," of these Special Provisions.

The Contractor will be required to submit a number of standard forms and information during construction in conformance with Federal requirements. The Contractor is reminded that, should Contractor fail to provide the Federal forms in a timely manner without due cause, as determined by the Engineer, the Engineer shall have the option, at his discretion, to either withhold the progress payment or issue a stop work order until such forms have been submitted to the Engineer.

Item	Comment
Certified Payrolls	Provided by Contractor, for self and Subcontractors.
Non-Performance Certifications	Provided by Contractor, for self and Subcontractors.
Daily Personnel and Equipment Log	Reference Appendix D.
Federal-Aid Maintenance Contract (Pre-Construction Checklist)	Reference Appendix G
Federal Posters	Download at: https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters <u>Posting Requirements:</u> <ul style="list-style-type: none"> - Must be at all active job sites during work, - Must be in plain view for work crew. - Must be in common area (i.e. break room, porta-potty) or, for mobile operations, mounted on a board and moved with crew.
Federal-Aid Construction Project Forms	Reference Section FR-3, "Federal-Aid Construction Project Forms", for a list of forms required during construction.

FEDERAL-AID CONSTRUCTION PROJECT FORMS

Reference is made to Sections 7-0.17, "Subcontractor and DBE Records," and 7-0.18, "DBE Certification Status," of these Special Provisions for the requirements governing submittal of the following forms, which are attached herein.

- (1) CEM-2401 – Substitution Report for
Disadvantaged Business Enterprise (DBE) or Underutilized
Disadvantaged Business Enterprise (UDBE)
- (2) CEM-2402F – Final Report – Utilization of Disadvantaged Business Enterprises
(DBE),
First Tier Subcontractors
- (3) CEM-2403F – Disadvantaged Business Enterprises (DBE) Certification Status
Change
- (4) CEM-2404F – Monthly DBE/UDBE Trucking Verification
- (5) FHWA-1391 Federal-Aid Highway Construction Contractor's Annual EEO Report
(Exhibit 16-O, Local Assistance Procedure Manual)

**SUBSTITUTION REPORT FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) OR
UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE (UDBE)**

CEM-2401 (REV 02/2018)

For contracts advertised on or before June 15, 2012, a contractor may only substitute one UDBE for another UDBE or perform a good faith effort to do so. For contracts advertised after June 15, 2012, a contractor may substitute one DBE for another DBE or perform a good faith effort to do so.

The resident engineer must complete the substitution report upon receipt of a written request for substitution of a listed Disadvantaged Business Enterprise (DBE) or Underutilized Disadvantaged Business Enterprise (UDBE).

The resident engineer can solely approve the substitution request if:

- 1) One DBE/UDBE is to be substituted for another DBE/UDBE if the same items of work are involved or, if different items, the dollar value is equal to or greater than the original proposal;
- 2) The new DBE/UDBE is certified at the time of substitution; and
- 3) The reason for substitution is based on one or more of the eleven listed reasons.

If the request involves a good faith effort to substitute a listed DBE/UDBE with a firm that is not certified as a DBE/UDBE, the resident engineer must forward the request to the deputy district director for construction for additional approval.

Provide the names of the firms involved. Check the box for DBE, UDBE, or non-DBE/UDBE, as applicable.

Provide the original item number, work description, completed dollar amount, remaining dollar amount and the proposed item number, work description and dollar amount. If a portion of the work has already been completed by the listed or previously approved firm, provide an explanation in the remarks section.

Upon approval of the substitution, provide the original to the contractor and a copy to the Office of Business and Economic Opportunity as provided on the form.

**FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FIRST-TIER SUBCONTRACTORS**CEM-2402F (REV 9/2014)

Instructions

Contracts advertised on or before June 15, 2012 may contain Underutilized Disadvantaged Business Enterprise goals (UDBE). Participation for UDBE firms must be reported in the UDBE column. Contracts advertised after June 15, 2012 may contain Disadvantaged Business Enterprise (DBE) goals. Participation for contracts advertised after June 15, 2012 must be reported as DBE.

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified as a DBE or UDBE.

The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

If a firm performing work as a DBE or UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this firm under the appropriate DBE and UDBE identification column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403F.

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime contractors are required to show the date of work performed by their own forces.

Use the comments section to explain any differences in the original commitment and the final utilization of DBE and UDBE firms.

The contractor and the resident engineer sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

CERTIFICATION STATUS CHANGE

CEM-2403F (REV 7/2012)

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency (Caltrans), the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a change in certification status during the course of the completion of the contract. The two situations that are being addressed by CEM 2403F are if a firm certified as a DBE and doing construction work on the contract during the course of the project becomes decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes certified as a DBE.

The form has a column to enter the Contract Item No. (or Item No's), as well as a column for the Subcontractor name and Business Address, Business Phone and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are certified as a DBE. This column on the CEM-2403(F) should only reflect the dollar value of work performed while the firm was certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights or the date of the Certification Certificate mailed out by the Civil Rights. There is a box to check that support documentation is attached to the CEM-2403(F) form.

There is a comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the contractor and the resident engineer sign and date that the information provided is complete and correct.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MONTHLY DBE/UDBE TRUCKING VERIFICATION
 CEM-2404F (REV 7/2012)

CONTRACT NO.		MONTH			YEAR			
Trucking Company or Owner Operator	DBE Cert. No. (if certified)	Company Name and Address Telephone Number	Truck No.	CA No.	Amount paid to DBE and UDBE Truckers	Amount paid to DBE and UDBE for lease arrangement with non-DBE and UDBE	Date Paid	Transportation Arrangement (✓ all that apply)
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
TOTAL AMOUNT PAID					\$ 0.00	\$ 0.00		
PRIME CONTRACTOR			BUSINESS ADDRESS			BUSINESS PHONE NUMBER		

** Upon request all lease agreements must be made available, in accordance with the special provisions.*

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE _____ TITLE _____ DATE _____

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER COPY - OBEO - smallbusinessadvocate@dot.ca.gov or FAX to (916) 324-1949

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-99, Sacramento, CA 95814.

Instructions

Contracts advertised on or before June 15, 2012 may contain UDBE contract goals. UDBE trucking participation must be reported on contracts with UDBE goals only. All other trucking participation must be reported as DBE or non-DBE.

In the "Amount paid to DBE and UDBE Truckers" column, the contractor must show the dollar amount paid to:

1. DBE and UDBE trucking companies using trucks it owns, insures and operates. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.
2. DBE and UDBE trucking companies who lease from other UDBE and DBE trucking companies or owner operators. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.

To ensure proper crediting of participation on contracts advertised on or before June 15, 2012, identify the firm as a DBE or UDBE in the "Transportation Arrangement" column.

In the "Amount paid to DBE/UDBE for lease arrangement with non-DBE/UDBE" column, the contractor must show the dollar amount paid to the DBE and UDBE who leases trucks from non-DBE firms. Include only the amount for the fee or commission received as a result of the lease arrangement.

In the "Transportation Arrangement" column check all that apply for each firm listed. Use the DBE check box for all DBE trucking participation on contracts advertised after June 15, 2012.

The prime contractor or its representative must sign, including the individual's title and the date, certifying that the information provided on the form is complete and accurate.

The form must be submitted to the Department of Transportation before the 15th of each month.

EXHIBIT 16-O FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
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This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2016.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR)

JOB CATEGORIES	TABLE A																		TABLE B			
	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C (Table B data by racial status)

APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY: <i>(Signature and Title of State Highway Official)</i>	11. DATE
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REQUIRED FEDERAL-AID CONTRACT LANGUAGE

Incorporated herein are the most-current versions of:

- (1) **Exhibit 12-G** (FHWA Form-1273) from the Local Assistance Procedures Manual.
- (2) **Appendix E of the Title VI Assurances** from US DOT Order 1050.2A.

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. **An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.**

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will **only** count toward the California Department of Transportation's federally mandated statewide overall DBE goal **if the DBE performs a commercially useful function under 49 CFR 26.55.**

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with [California Business and Professions Code section 7108.5](#), the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent [or exhibits credit unworthiness](#).
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. [LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening.](#) If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive [written authorization for a termination or replacement from the Agency](#).

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).
6. **CHANGED CONDITIONS**

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT**A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned

pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[The following 12 pages must be physically inserted into the contract without modification.
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*

FHWA-1273 -- Revised July 5, 2022

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	21.5
	CA Los Angeles	19.0
	6000 Oxnard-Simi Valley-Ventura, CA	19.7
	CA Ventura	24.6
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
	Non-SMSA Counties	
	CA Imperial	

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

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant

and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section

- 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Appendix A

County of San Mateo Waste Management Plan Form

Waste Management Daily Transport Report



County of San Mateo WASTE MANAGEMENT PLAN

Case/group number(s):

BLD _____ - _____

Project address:

Street: _____

City: _____

Zip Code: _____

Green Halo number(s):

WMP required because project is a:

- Residential
- Demolition
- Nonresidential
- New Construction
- Addition

Submit to:

County of San Mateo
Department of Public Works
555 County Center, 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 insert 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 :2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD 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				
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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

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 <u>any volume</u> 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; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of <u>1,000 gallons or greater</u> resulting from an enrollee's sanitary sewer system failure or flow condition that <u>do not</u> 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 <u>within a privately owned sewer lateral</u> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <u>voluntarily</u> 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

Appendix C

Sample “Payment Bond” Form

Sample “Performance Bond” Form

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated

(Contractor's Name)

as the "Principal," a contract dated _____, hereinafter designated

(Contract Award Date)

as the "Contract," which Contract is by this reference made a part hereof, for the work described as 2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

(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 2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

(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:

Appendix D

Daily Personnel and Equipment Log

Appendix E

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

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.)

Appendix F

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Appendix G

Pre-Construction Handout Packet for Federal-Aid Projects

Appendix G Enclosures:

- (1) Federal-Aid Maintenance Contract (Pre-construction Checklist)**
- (2) Federal Posters (To be provided at Pre-Construction Meeting)**



FEDERAL-AID CONTRACT

Contract Number:	Federal-Aid Number:	Date:
Date Advertised for Bids:	Bid Opening Date:	
Contract Bid Amount:	Working Days:	Contract Type:
Description of Project:		
Labor Compliance Contact Information:		
Prime Contractor:		
Resident Engineer:	Pre-job performed by:	

CONTRACTOR REQUIREMENTS

All contractor(s) and subcontractor(s) will comply with State and Federal employment laws including, but not limited to, prevailing wage laws and DIR registration requirements.

POSTERS/NOTICES

Contractors are required to post all required state and federal posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom **do not** meet the posting requirement. Resident engineers, contract managers, and other delegated Caltrans staff will verify the prime contractor has posted the following:

State General Prevailing Wage Determinations

General Prevailing Wage Determination:

Journeyman and Apprentice prevailing wage rates can be accessed at the CA Department of Industrial Relations (DIR) Web site:

DIR Prevailing Wage Determinations – <https://www.dir.ca.gov/opri/DPreWageDetermination.htm>

Public Works Apprenticeship Requirements – <https://www.dir.ca.gov/Public-Works/Apprentices.html>

Reference: California Labor Code §1773.2

Federal Prevailing Wage Determinations

General Decision Number: **Modification Number:** **Publication Date:**

Federal prevailing wage rates can be accessed at the Department of Labor Web site:

Federal Prevailing Wage Determinations for California – <https://beta.sam.gov/search?index=wd>

Select the county where the work will be performed.

Reference: Davis-Bacon Act

- Company Equal Employment Opportunity (EEO) policy.
- Department of Fair Employment and Housing DFEH E07P-ENG (English) and DFEH E07P-SP (Spanish) – *California Law Prohibits Workplace Discrimination and Harassment*.
- Pay Day Notice.
- Notice of Labor Compliance Program Approval, English and Spanish.
Reference: California Code of Regulations (CCR) §16429
- Equal Employment Opportunity Commission EEOC-P/E-1 – *Equal Employment Opportunity is THE LAW*, English and Spanish.
- Federal Highway Administration FHWA-1022, NOTICE – *False Statement Notice*.
- Davis Bacon Act poster WH 1321 – *Employee Rights Under the Davis Bacon Act*, English and Spanish. Federal wage rates must be posted with WH 1321.

Posters may be printed from the Labor Compliance page on the Caltrans Web site at:
Caltrans Division of Construction Labor Compliance Posters –

<https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters>

Reference: Standard Specifications

PREVAILING WAGE REQUIREMENTS

- All workers employed in the execution of this public works project, including sole proprietors, partners, and corporate officers, owner operators must be paid not less than the specified prevailing wage rates for the type of work performed.
Reference: California Labor Code §1774
- Contractors utilizing an entity for the purpose of hauling or delivery of ready-mixed concrete are required to enter into a written subcontract agreement with the entity.
Reference: California Labor Code §1720.9
 - ⇒ Workers employed in the hauling and delivery of ready-mixed concrete must be paid not less than the specified prevailing wage for the type of work performed in the geographic location of the plant/batch facility.
Reference: California Labor Code §1720.9
- Overtime must be paid for all hours over eight in a calendar day and 40 hours in a week. Violations may subject the contractor to state and federal penalties.
Reference: California Labor Code §1810-1815; Contract Work Hours & Safety Standards Act (CWHSSA)
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required, shift differential rates must be paid for classifications which include a shift determination.
- For building contracts, state and federal building wage rates are applicable.
- State Prevailing Wages**
A Single * indicates that the wage determination can be used for the life of the contract.
A Double ** indicates that the wage determination includes predetermined increases.
- Federal Prevailing Wages** – in effect for the life of the contract.
- If there is a difference between the predetermined federal prevailing wage rates and the state prevailing wage rates for similar classifications of labor, the higher rate must be paid.
Reference: CCR §16001(b)
- Caltrans will not accept state wage classifications not specifically included in the federal minimum wage determinations. This includes “helper” or other classifications based on hours of experience.
- Subsistence/Zone pay must be shown on the fringe benefit statement.

- ⇒ The contractor must make applicable travel, subsistence and zone payments in accordance with information on file with DIR for classifications utilized. **For more information contact the Prevailing Wage Unit at (415) 703-4774 or visit D I R's Web site at: [DIR Prevailing Wage Determinations – https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm](https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)**
Reference: California Labor Code §1773.1

- Contractors violating prevailing wage requirements are subject to a penalty to be paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply.
Reference: California Labor Code §1775 and §1742.1

PAYROLL REQUIREMENTS

- All labor compliance documents submitted must be complete, accurate, and require the correct Caltrans contract number:
- Certified payrolls must be submitted weekly and documents (including electronic) not previously submitted are due on or before the 15th of the month for the previous month's work.
Reference: California Labor Code §1771.5
- Certified payrolls must include ALL information as required by California Labor Code Section 1776, and all other elements contained in Caltrans form CEM-2502, *Contractor/Subcontractor Payroll*.
Reference: California Labor Code §1776
- Classification and group numbers are required on all payrolls (i.e., Laborer-Group 1, Plumber-Pipefitter, etc.). When work classification is not shown, or a misclassification is identified, Caltrans will determine the wage rate based on duties performed.
Reference: Standard Specifications, California Labor Code §1776
- Payrolls must clearly show how gross and net wages are calculated, including fringe benefits.
- Caltrans form CEM-2503, *Statement of Compliance*, is due with each weekly payroll. Boxes must be marked indicating if benefits are paid to a fund and/or to the employee/employees.
Reference: Standard Specifications, California Labor Code §1776
- All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Documents to confirm the "other" deduction that meet requirements of an authorized deduction are to be submitted with the first payroll on which the deduction appears.
- Caltrans form CEM-2501, *Fringe Benefit Statement*, must be completed and signed showing hourly rates and the name and address of plan/plans whenever any portion of the fringe benefits are paid to a plan, fund, or program. The form must be submitted with the first payroll and when fringe benefits or subsistence amounts change. Fringe Benefit Statements must be specific to the contract.
Reference: California Labor Code §1773.1
- All contractors are required to provide itemized wage statements (check stubs) to employees.
- Failure by the prime contractor to submit the required reports or documents will result in up to a 10 percent progress payment withhold for the month (minimum \$1,000 - maximum \$10,000). For Minor B and Emergency contracts, all payments due to the contractor will be withheld. Withholds will be released on the next progress payment after compliance.
Reference: California Labor Code §1771.5, Standard Specifications
- Whenever an entity is used in the hauling or delivery of ready-mix concrete the following documentation must be provided:
- ⇒ A copy of the written agreement between the entity hauling/delivering ready-mix concrete and the contractor is required to be submitted with the first payroll which the entity performed work.
 - ⇒ The contractor is required to submit a copy the driver's certified time records to Caltrans with the payroll submission.

Reference: California Labor Code §1720.9

- Certified payrolls may be maintained and submitted electronically. Reference: CCR §16404
 - ⇒ Submissions must be in an unmodifiable PDF format and contain all information required by California Labor Code Section 1776.
 - ⇒ The prime contractor and each subcontractor must complete a *Contractor's Acknowledgement Form* prior to submitting electronic payroll records. **The form can be downloaded at:**
Caltrans Division of Construction Labor Compliance-
<https://dot.ca.gov/programs/construction/labor-compliance>
 - ⇒ **Instructions for electronic submittal of certified payroll records can be downloaded at:**
Caltrans Division of Construction Labor Compliance –
<https://dot.ca.gov/programs/construction/labor-compliance>
 - ⇒ The prime contractor should require all subcontractors to notify the prime when submitting electronic payroll records.
- Payroll records must be preserved for three years after the final voucher.
Reference: Standard Specifications

APPRENTICES

- All requirements of California Labor Code section 1777.5 apply for classifications which DIR has identified as an apprenticeable craft, including the following:
 - ⇒ Submit DIR's Division of Apprenticeship Standards form DAS-140, *Public Works Contract Award Information*, and DAS-142, *Request for Dispatch of an Apprentice*, to the applicable apprenticeship committee, and a copy to Caltrans, prior to start of work.
The form may be downloaded from DIR's Web site at:
Division of Apprenticeship Standards Public Works Information –
<https://www.dir.ca.gov/Public-Works/Apprentices.html>
 - ⇒ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement.
 - ⇒ Apprentices must be paid the prevailing wage rate applicable to the classification in which they are registered and employed.
- Complaints or violations regarding apprentice ratios will be referred to the Division of Apprenticeship Standards. Reference: 8 CCR §16434
- Proof of registration in a state and federally approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear.
Reference: California Labor Code §1777.5; Standard Specifications; 29 Code of Federal Regulations (CFR) §5.5
- The required number of trainees or apprentices is:
 - ⇒ Submit the required training plan to the resident engineer for approval before the start of work.
 - ⇒ Submit periodic reports to the resident engineer to demonstrate compliance with the training plan, including an explanation when an apprentice or a trainee quits the project.
 - ⇒ Prior to reimbursement, reports are reviewed for compliance with the training plan.

SUBCONTRACTING

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work for more than one-half of one percent of the total bid amount or \$10,000, whichever is greater. For building projects, subcontractors who will perform work for more than one-half of one percent must be listed. The prime must use those subcontractors as listed at bid

time unless a written substitution is requested and approved in writing by the resident engineer **before** substitution. **This section does not apply to emergency force account projects.**

Reference: California Public Contract Code (PCC) §4100-4114; Standard Specifications

- The resident engineer must approve all first-tier subcontractors on Caltrans form CEM-1201, *Subcontracting Request*, before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.
- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of zero to ten percent of the subcontract involved and a referral to the Contractors State License Board.

Reference: PCC §4110-4111

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- All DBEs must perform a commercially useful function to count for contract participation.
- Compliance with the Subletting and Subcontracting Fair Practices Act applies for all listed DBE subcontractors.
- The prime contractor must notify the resident engineer in writing of anticipated substitutions of listed DBEs before starting the affected work.
- DBE contract goal: percent.
- Total claimed participation: percent.
- The DBE goal applicable to this project is percent.

Reference: Standard Specifications

- ⇒ Contractor must ensure that the listed DBE performs the item/items of work specified.
- ⇒ If prime contractor fails to achieve committed DBE participation, the dollar value of the proposed DBE participation to date is withheld from payment.
- ⇒ The fact that a DBE is certified will not determine whether the DBE is performing a commercially useful function.
- ⇒ The prime contractor must submit a request for substitution in writing, citing one of the reasons listed in the contract. Caltrans will not allow improper substitutions.
- ⇒ Replace listed DBE with another certified DBE or perform a good faith effort.
- ⇒ If replaced without approval, payment for item/items of work committed to the DBE is withheld.
- ⇒ Caltrans form CEM-2406, *Monthly Disadvantaged Business Enterprise (DBE) Payment*, must be submitted monthly. Contractors are required to submit form to the resident engineer no later than the 15th of the month for the previous month. Failure by the prime to submit the required form will result in up to a 100 percent progress payment withhold (25 percent for 1 performance failure – 100 percent for multiple performance failures) but not more than 10 percent of the total bid. Withholds will be released on the next progress payment after compliance.

Reference: Standard Specifications

- Caltrans form CEM-2407, *Disadvantaged Business Enterprise (DBE) Joint Check Agreement Request*, must be submitted to and approved by Caltrans prior to use of a joint check. Failure to comply with procedures will disqualify DBE participation and will result in no credit and no payment to the contractor for DBE participation.

Reference: Standard Specifications

- Submit Caltrans form CEM-2402(F), *Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors*. Failure to submit this report will result in a \$10,000 withhold. Withholds will be released on the next progress payment after compliance.
Reference: Standard Specifications
- If applicable, prime contractor must submit form CEM-2403(F), *Disadvantaged Business Enterprise (DBE), Certification Status Change*, and/or CEM-2404(F), *Monthly DBE/UDBE Trucking Verification*. Failure to submit this report will result in a progress payment withhold. Withholds will be released on the next progress payment after compliance.
Reference: Standard Specifications

EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

- Contractor must comply with the nondiscrimination requirements provided in the contract.
- EEO requirements are applicable to all federal-aid construction contracts and to all subcontracts of \$10,000 or more.
Reference: Standard Specifications
- Contractor will permit interviews of employees and owner-operators on the project during working hours.
- Contractor's EEO Officer must be identified in posted policy.
Name of Company EEO Officer:
- The prime contractor is required to submit form, *Federal-Aid Highway Construction Contractors Annual EEO Report*, for themselves and lower-tier subcontractors with subcontracts for more than \$10,000 if work is performed the last full week of July. Failure to submit the forms by August 15th will result in a progress payment withhold. Withholds will be released on the next progress payment after compliance.
Reference: Standard Specifications
- Caltrans provides contractor employees a *Discrimination Complaint Procedures* brochure (DFEH-151) upon receipt of an EEO complaint.

TRUCKING

- Are the trucking items/materials coming from a commercial source? Yes No
- ⇒ Was the commercial source established prior to bid opening? Yes No
- Who will pick up or deliver items/material?
- ⇒ Will there be stockpile/stockpiles for this project? Yes No
- If so, list stockpile location/locations:

ADDITIONAL CONTRACT INFORMATION

- Will there be Plant Establishment on this project? Yes No
- ⇒ Start Date:
- *NOTE: The subtrade Plumber: Landscape Tradesman classification may not be used in some counties.
- Are there any lane closure restrictions that prevent the prime contractor or any subcontractors from working a normal work week? Yes No
- ⇒ Special/Night Shifts: Yes No
- ⇒ Multiple Shifts: Yes No
- ⇒ Weekends: Yes No
- ⇒ Shift differential rates must be paid for classifications with a shift determination.
- Caltrans Labor Compliance routinely conducts audits of contractor and subcontractor payroll records as indicated in the contract provisions.

Project Start Date:

I acknowledge that I have been informed and am aware of the Caltrans Public Works requirements listed above and that I am authorized to make this certification.

PRIME CONTRACTOR'S SIGNATURE BELOW

PHYSICAL ADDRESS

Print Name & Title

Date

 Signature (If joint venture, make sure both sign)

PAYROLL CONTACT NAME, EMAIL ADDRESS AND FAX NUMBER
(to receive Labor Compliance Letters/Notices)

Print Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Fax Number: _____

ADDITIONAL LABOR COMPLIANCE INFORMATION/SUBSISTENCE INFORMATION:

Appendix H

Quality Assurance Program (QAP) July 2020



James C. Porter
Director

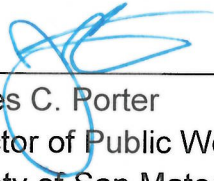
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COUNTY OF SAN MATEO

QUALITY ASSURANCE PROGRAM
(QAP)

JULY 2020

APPROVED BY:



James C. Porter
Director of Public Works
County of San Mateo

7-20-2020

Date

RCE No. C48056, Expires 12-31-21

This Quality Assurance Program provides quality assurance guidelines for materials used in Federal-aid projects within the County of San Mateo.

This Quality Assurance Program cancels and supercedes the County's previously submitted Quality Assurance Program (dated January 6, 2015).



County of San Mateo
QUALITY ASSURANCE PROGRAM (QAP)

The purpose of this program is to provide assurance that materials incorporated into construction projects are in conformance with the contract specifications. This program should be updated every five years, or more frequently, if there are changes of the testing frequencies or to the tests themselves.

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I. DEFINITION OF TERMS

- Acceptance Testing (AT) – Testing of project materials to determine compliance with the contract specification criteria.
- Certificate of Compliance – A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications.
- Independent Assurance Program (IAP) – A program that verifies that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.
- Material Acceptance Program – Sampling, testing, inspection, and certification of project materials to determine compliance with the contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: *Acceptance testing, Manufacturer's Certificate of Compliance, Source Inspection, or field inspection.*
- Quality Assurance Program (QAP) – A sampling, testing, and inspection program to provide assurance that the materials and workmanship incorporated into the project conform to the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program.
- Source Inspection – Sampling, testing and/ or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

II. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in the contract specifications and this document:

- A. *Field Sampling and Acceptance Testing*
- B. *Source Inspection and Testing*
- C. *Manufacturer's Certificate of Compliance (with attachments if required)*
- D. *Visual Inspection (for minor quantities)*

FIELD SAMPLING AND ACCEPTANCE TESTING:

General:

- Acceptance sampling and testing shall be performed by certified materials personnel.
- Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
- Certifications and accreditations shall be specific to the tests being performed.
- A materials testing results log shall be maintained for any test method performed more than once on a project.
- Test results for materials incorporated into the work shall be in compliance with the contract specifications.
- Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/ retest, and deduction/ CCO.
- Justification shall be provided for any failing material allowed to remain in place.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents.

For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

Test Property	Test
Relative Compaction	CT 216 or 231
Sand Equivalent	CT 217
Resistance Value (R-value)	CT 301
Grading (sieve analysis)	CT 202
Durability Index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

- The County of San Mateo (County) will typically use a private consultant materials laboratory to perform Acceptance Testing on Federal-aid and other designated projects.
- The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials.
- The Engineer shall *certify* the results of all tests performed by laboratory personnel under the Engineer’s supervision.
- The laboratory shall be properly qualified.
- The laboratory testing personnel shall be appropriately certified.
- Testing equipment shall be properly calibrated.
- Laboratories shall comply with Section III, Independent Assurance Program, of this document.

Sampling and Testing Locations and Frequencies:

- Sample and testing locations and frequencies shall be in accordance with the contract specifications.
- If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in Attachment No. 1, “Acceptance Sampling and Testing Frequencies.”
- When sampling products such as Portland Cement Concrete, cement treated base, hot mix asphalt, or similar materials: sampling shall be varied with respects to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Reporting Acceptance Test Results:

- The Laboratory shall report test results to the Resident Engineer as soon as possible by either email or by telephone.
- Copies of complete material test result reports, including data and calculation sheets, shall be provided to the Resident Engineer in accordance with the following timetable.

Timetable for Providing Full Test Results to the Resident Engineer (RE)

<i>If the material is sampled ...</i>	<i>and the test is performed is ...</i>	<i>submit results to the RE within ...</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/ or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or Asphalt extraction	96 hours

Acceptance Testing Summary Logs

- The Resident Engineer shall maintain a testing summary log for each test method performed more than once on the project (CT 217, CT 202, etc.) and for each salient feature (structure backfill, subgrade, etc.).
 - ❖ Attachment 2, “Test Result Summary Log” shall be used.
- These logs shall be used by the Resident Engineer to track the following:
 - ❖ Sampling is performed at the required frequencies
 - ❖ Acceptance tests are performed at the required frequencies
 - ❖ Tester certifications are current and on file
 - ❖ Failing tests (if any) are mitigated and documented.

MANUFACTURER’S CERTIFICATE OF COMPLIANCE

General

- Various manufactured materials may be accepted for incorporation into the work with sampling or testing, on the basis of a certificate from the manufacturer.
- Where required by the contract specifications, the Contractor shall submit a certificate of compliance.
- Where required by the contract, the Contractor shall attach test data or other documentation to the certificate of compliance.
- The Resident Engineer may perform sampling and testing on such materials at any time.
- Certificates of Compliance **shall**:
 - ❖ Be submitted by the Contractor before the material is incorporated into the work
 - ❖ Accompany the material to the job site
 - ❖ Identify the lot (or hear) number
 - ❖ Include test data and other documents when required
 - ❖ State that the material complies with the contract specifications
 - ❖ Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance

- The County currently uses the 2006 or 2018 Caltrans Standard Specifications on all projects.
- In accordance with the 2018 Caltrans Standard Specifications, the materials listed in Attachment #3 may be accepted by Certificate of Compliance.
- This list may be supplemented or amended by the contract Special Provisions

SOURCE INSPECTION AND TESTING

- Some manufactured or pre-manufactured structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (a.k.a. source inspected.)
- Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be sourced inspected include, but are not limited to, the following items: structural steel, precast pre-stressed concrete girders and pilings, reinforced concrete pipe (RCP) greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures and electrical items.
- The Resident Engineer may reject source inspected material at the job site if deemed not acceptable, including:
 - ❖ Material damaged in shipment or installation:
 - ❖ Defective material (source inspection is usually a random sampling and 100% of the material may not have been checked.)
- The County of San Mateo (County) will typically use a private consultant materials laboratory to perform source inspection and testing.

ACCEPTANCE OF MINOR QUANTITIES WITHOUT TESTING

(VISUAL INSPECTION):

General:

- Relatively minor quantities of construction materials may be accepted without testing,
- The following 3 conditions must be met:
 1. Visual examination of the material is performed.
 2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
 3. The manufacturer (or supplier in the case of hot mix asphalt or concrete) provides certification and the material furnished complies with the contract specifications.

Approximate quantities of materials that may be accepted by visual inspection:

- Aggregates, other than for use in Portland Cement Concrete--not to exceed:
 - ❖ 100 tons per day, nor
 - ❖ 500 tons per project
- Bituminous mixtures (for example Hot Mix Asphalt) --not to exceed:
 - ❖ 50 tons per day
 - ❖ If project total is less than 500 tons, sample at Engineer's discretion
- Bituminous material (for example Liquid Asphalt) --not to exceed:
 - ❖ 100 gallons per project

III. INDEPENDENT ASSURANCE (IA) PROGRAM

GENERAL

- The IA Program shall verify that:
 - ❖ Sampling and Testing procedures are being performed correctly
 - ❖ All Acceptance Testing (AT) performed on the project uses a qualified laboratory and certified testing personnel,
 - ❖ All testing equipment is in good working condition and is properly calibrated.
- A complete review of AT shall be performed by IA program personnel, or at an independent materials laboratory selected by the County, when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.
- The IA program duties, including certification of testers and qualification of lab, shall be executed by:
 - ❖ Local Agency designated IA staff (this person shall not perform any AT)
 - ❖ Caltrans (for CT test methods only)
 - ❖ Consultant (shall be different from AT Consultant)
- IA shall be performed on every type of materials test required for the project.
- IA samples and tests shall not be used for determining compliance with contract requirements.

LABORATORY QUALIFICATIONS

- The Acceptance Testing (AT) materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
- The Acceptance Testing (AT) qualification shall occur annually.
- A copy of the current laboratory qualification shall be kept in the project records.

TESTER CERTIFICATION

- Sampling and testing personnel shall be certified for a maximum of two years by one or more of the following Personnel Certification Programs (check all that apply):
 - CT Materials Engineer and/or CT METS IA Representative (for CT tests only)
 - American Concrete Institute
 - National Institute of Certification of Engineering Technologies
 - Other nationally recognized organization _____
 - The agencies designated and qualified IA Person
 - A qualified consultant laboratory
- Proficiency tests shall be performed for testers to be certified on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types shall be witness tests,
- A copy of each tester's current and applicable certifications shall be kept in the project files.

EQUIPMENT CERTIFICATION/ CALIBRATION

- Laboratory testing equipment shall be:
 - ❖ Capable of performing required tests
 - ❖ Be in good working order
 - ❖ Be calibrated at least once each year
 - ❖ Be calibrated by impartial means using devices of accuracy traceable to the *National Institute of Standards and Technology*
 - ❖ Have a decal firmly affixed to each piece of equipment showing the date of the last calibration.

IV. CERTIFICATION OF PROJECT MATERIALS

- The Resident Engineer shall complete and sign the LAPM **Exhibit 17-G**, “Materials Certificate” of the Local Assistance Procedures Manual (LAPM), upon completion of a federal-aid project
- The form shall *explain and justify* all materials incorporated into the work which did not conform to specifications, including changes by virtue of contract change orders
- The form shall be filed in the project records
- The form shall be included in the Report of Expenditures submitted to the Caltrans District Local Assistance Engineer.

V. PROJECT QAP RECORDS

- Each project shall have the following quality assurance documents on file, organized, and indexed in the following categories:
 - ❖ Copy of the Quality Assurance Plan
 - ❖ Certificates of Proficiency-Testers and Samplers (Exhibit 16-D TL-0111)
 - ❖ Certificates of Qualification for Testing Laboratory (TL-0113)
 - ❖ Notice of Materials to be Used (Exhibit. 16-I)
 - ❖ Acceptance Testing Summary Logs and Tests Results (See Attachment #2 for an example Log Summary Sheet.)
 - ❖ Certificates of Compliance, including Buy America Certifications
 - ❖ Source Inspection Records and Reports
 - ❖ Materials Certification (Exhibit 17-G)
- All project records shall be available in a single location for inspection by auditors and reviewers:
 - ❖ At any time during the project
 - ❖ For three years following the date of the final project voucher

VI. ATTACHMENTS

- Attachment #1: Acceptance Sampling and Testing Frequencies
- Attachment #2: Test Results Summary Log
- Attachment #3: List of Materials Accepted by Certificate of Compliance (2018 Specs)

Attachment 1: SAMPLING AND TESTING FREQUENCY TABLE

HOT MIX ASPHALT (HMA)/ ASPHALT CONCRETE (AC)			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 per 1000 Tons of HMA or part thereof; Minimum 1 per day during production/ placement of at least 300 tons per day.	At Plant per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose mix behind Paver per CT 125
In-place density & Relative Compaction (Nuclear)	Nuclear (b)	1 per 1000 Tons of HMA or part thereof; Minimum 1 per day during production/ placement of at least 300 tons per day. (b)	Random locations per CT 375 (c)
	CT 375 or ASTM D2950 (c)		
Theoretical Maximum Specific Gravity & Density	CT 309	1 per day during production/ placement of at least 300 tons of HMA per day.	Loose mix behind Paver per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Minimum Sample 1 per day for production over 300 tons of HMA per day; See (f) regarding testing.	At Plant per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans.
- (b) Compaction determined by Nuclear Density Device. Coring testing required if compaction fails the nuclear test.
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test.
- (d) Report the average of 3 tested briquettes from a single split source.
- (e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density.
- (f) No testing required unless warranted by concern; sample and store until completion of project.

Attachment 1: SAMPLING AND TESTING FREQUENCY TABLE

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Maximum Density & Relative Compaction	CT 216/CT 231	Minimum 1 Test per 5000 sq. ft. under vehicle traveled way and shoulder; Minimum 1 Test per 300 linear foot under sidewalk.	After Compaction, random locations as determined by the Engineer.

AGGREGATE BASES & SUBBASES; IMPORTED BORROW

Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Sieve Analysis	CT 202	Minimum 1 Test per Material Source.	Sample from site stockpile/ plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density & Relative Compaction	CT 216/CT 231	Minimum 1 Test per 5000 sq. ft.	After Compaction, random locations as determined by the Engineer.

STRUCTURE BACKFILL; SELECT BACKFILL

Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Sieve Analysis	CT 202	Minimum 1 Test per Material Source.	Sample from site stockpile/ plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density & Relative Compaction	CT 216/CT 231	Minimum 1 Test per 2 Vertical Lifts of Placement.	After Compaction, random locations as determined by the Engineer.

Attachment 1: SAMPLING AND TESTING FREQUENCY TABLE

PORTLAND CEMENT CONCRETE (PCC) – STRUCTURAL & SIGNAL/ LIGHTING FOUNDATIONS			
COARSE AGGREGATE			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Sieve Analysis	CT 202	Minimum 1 Test per 500 cubic yards and per each material source; minimum 1 Test on smaller projects; For Bridge Projects, minimum 1 set per separate pour per abutment/ pier/ deck.	Sample from site stockpile/ plant prior to placement.
Cleanness Value	CT 227		
FINE AGGREGATE			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Sieve Analysis	CT 202	Minimum 1 Test per 500 cubic yards and per each material source; minimum 1 Test on smaller projects; For Bridge Projects, minimum 1 set per separate pour per abutment/ pier/ deck.	Sample from site stockpile/ plant prior to placement.
Sand Equivalent	CT 217		
WET MIX			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Slump/ Penetration	CT 533	2 per day	Sample from truck/ work site.
Cylinders	CT 539/ 540	1 minimum set of 3 per day; For Bridge Projects, minimum 1 set per separate pour per abutment/ pier/ deck.	

Attachment 1: SAMPLING AND TESTING FREQUENCY TABLE

CEMENT/FLY ASH			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Alkali Content	AASHTO T105/M295	Minimum of one 8-lb. sample per job	Sample from conveyor belt at concrete plant.

CEMENT TREATED BASES			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Moisture Content	CT 226	1 per 500 cu yd but at least one per day of placement.	Random locations as determined by the Engineer.
Cement Content	CT 338	1 per 1000 cu yd but at least one per day of placement.	Random locations as determined by the Engineer.
Relative Compaction	CT 312/CT 231	1 per 2000 sq yd but at least one per day of placement.	After Compaction, random locations as determined by the Engineer.

UNTREATED AND TREATED SOILS AND AGGREGATES: POLYESTER CONCRETE OVERLAY			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Maximum Density & Relative Compaction	CT 231/CT 552	Minimum 3 Tests for a test area equal to or less than 1,000 sq yd. For areas larger than 1,000 sq yd, a minimum of 5 tests are required.	After placement, random locations per CT 231, and as determined by the Engineer.

Attachment 1: SAMPLING AND TESTING FREQUENCY TABLE

GEOTEXTILE FABRIC (PLACED UNDER AC/HMA)			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Grab Breaking Load	ASTM D4632/ AASHTO M288	Minimum of one sample, 3 feet x full width of roll, for each lot.	Unroll at least 1 circumference before sampling.

SLURRY SEALS			
SLURRY SEAL			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Abrasion	ISSA TB-100 (1) /CT 125 for sampling procedure	½ Gallon, clean, plastic jug with screw-on lid, minimum one sample per job.	Transport tanker
AGGREGATE FOR SLURRY SEAL			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Aggregate Quality/ Los Angeles Rattler Test	CT 211	50 pound sample, once sample per job.	Stockpile
Percentage of Crushed Particles	CT 205	50 pound sample, once sample per job.	Stockpile
Film Stripping	CT 302	50 pound sample, once sample per job.	Stockpile

(1) ISSA = International Slurry Seal Association. Section 37 of 2018 CalTrans Standard Specifications cites these test methods.

Attachment 1: SAMPLING AND TESTING FREQUENCY TABLE

AGGREGATE FOR SLURRY SEAL (Continued)			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Durability Index	CT 229	50 pound sample, once sample per job.	Stockpile
Sieve Analysis	CT 202, CT 105	30 pound sample, once sample per day.	Stockpile
Sand Equivalent	CT 217	30 pound sample, once sample per day.	Stockpile

STEEL			
STEEL REBAR			
Quality/ Characteristic	Typical Test Method	Minimum Sampling and Testing Frequency	Location/ Time of Sampling
Tensile strength and bend capability.	ASTM A615, A370 AASHTO T244	This item may be accepted using a Certificate of Compliance. When a Certificate of Compliance is not used or when the quality of the product is questionable, sample 2 rebars per job. Samples are to be 30" long, except #14 & # 18 bars which are to be 40" long.	Job Site

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (1 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Alternative earth retaining systems	Must state that the supplied material complies with the index criteria for the system at the time of prequalification.
Asphalt	<p>Certificates of compliance must include the following:</p> <ol style="list-style-type: none"> 1. Name and location of the supplier. 2. Grade of the asphalt. 3. The date and time of shipment. 4. A unique shipment number, such as a bill of lading number or manifest number. 5. A statement confirming that the transport vehicle was checked before loading and was found acceptable for the asphalt shipped. 6. The following wording: "<i>(Supplier name) hereby certifies that the asphalt product accompanying this certification was produced in accordance with the California Department of Transportation's Certification Program for Suppliers of Asphalt, and that this product complies in all respects with the requirements of the applicable specifications for the asphalt product identified on this document.</i> <p><i>I hereby certify by my signature that I have the authority to represent the supplier providing the accompanying asphalt product."</i></p>
Asphaltic emulsion	<p>Certificate of compliance must include the following:</p> <ol style="list-style-type: none"> 1. Shipment number and shipment date. 2. Source refinery, consignee, and destination. 3. Type and description of material with specific gravity and quantity. 4. Contract or purchase order number. 5. Signature by the manufacturer of the material and a statement that the material complies with the contract.
Asbestos cement pipe	
Asbestos sheet packing	
Asphalt modifier	Test results required with each truckload.
Asphalt rubber joint sealant	A certified test report of the results for the required tests performed within 12 months before the proposed use.
Backer rods	Must include manufacturer's statement of compatibility with the joint sealant to be used.
Barbed wire	

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (2 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Blast cleaning material	
Bonding agent for repairing spalled surface area	Submittal of certificate of compliance required for contracts of less than 60 working days.
Bonding material	
Brick	
Cable-type restrainers Lock nuts	Certificate of compliance must be submitted with a copy of each required test report.
Cast iron pipe	
Cast iron manhole rings and covers	
Chemical adhesive for bonding tie bars and dowel bars in concrete pavement	
Chemical adhesive for structures	Certificate of compliance must state compliance with ICBO AC58 and Caltrans. Augmentation/Revisions to ICBO AC58.
Concrete Admixture	Certificate of compliance from the manufacturer must certify that the admixture furnished is the same as that previously authorized for the Authorized Material List.
Concrete Cementitious material	<p>Certificate of compliance must include the source name and location.</p> <p>If the cementitious material is delivered directly to the job site, the certificate of compliance must be signed by the cementitious material supplier.</p> <p>If the cementitious material is used in ready-mixed concrete, the certificate of compliance must be signed by the concrete manufacturer.</p> <p>If blended cement is used, the certificate of compliance must include a statement signed by the blended cement supplier that shows the actual percentage of supplementary cementitious material, by weight, in the blend.</p>
Concrete Curing compound	<p>Certificate of compliance must include:</p> <ol style="list-style-type: none"> 1. Test results for the tests specified in Section 90-1.01D(6), "Curing Compound," of the <i>Standard Specifications</i>. 2. Certification that the material was tested within 12 months before use.

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (3 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Concrete Minor concrete	Before placing minor concrete from a source not previously used on the contract, a certificate of compliance stating that the minor concrete to be furnished complies with the contract requirements, including the specified minimum cementitious material content.
Ceramic tile	
Chain link fencing and railing	Certificate required for protective coating system.
Concrete anchorage devices	
Concrete pipe Circular reinforced direct design method, less than 60 inches in diameter	Certificate of compliance must: 1. Be signed by the manufacturer's quality control representative. 2. State that all materials and workmanship comply with the specifications and authorized shop drawings.
Copper pipe	
Corrugated metal pipe	
Crack sealant	Certificate of compliance must include: 1. Manufacturer's name 2. Production location 3. Product brand or trade name 4. Product designation 5. Batch or lot number 6. Crack treatment material type 7. Contractor or subcontractor name 8. Contract number 9. Lot size 10. Shipment date 11. Manufacturer's signature
Crash cushions	
Crumb rubber modifier	Test results required with each truckload.
Culvert markers	
Delineators	Certificate of compliance required for: • Metal target plates • Enamel coating • Retroreflective sheeting

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (4 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Dowel bar baskets	
Drop inlet grates and frames	
Drain tile	
Drip irrigation line	
Elastomeric bearing pads Plain	Certified test results for the elastomer. METS samples and tests bearing pads.
Elastomeric bearing pads Steel-reinforced	Certified test results. METS samples and tests bearing pads.
Electrical Battery backup system	Certificates of compliance are required for: <ul style="list-style-type: none"> • External cabinet • Batteries
Electrical Conductor	
Electrical Conduit (galvanized and plastic)	
Electrical Equipment	
Electrical Pull boxes (concrete and plastic)	
Electrical Service cabinets	
Epoxy	
Epoxy powder coating for dowel bars and tie bars	METS samples and tests epoxy coating.
Erosion control	Certificate of compliance is required for: <ul style="list-style-type: none"> • Straw • Fiber • Rolled erosion control product • Fasteners

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (5 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Erosion control (continued)	Certificate of compliance with attachments is required for: <ul style="list-style-type: none"> • Tackifier • Bonded fiber matrix Polymer-stabilized fiber matrix Certificates of compliance attachments include: <ol style="list-style-type: none"> 1. Safety data sheet 2. Product label 3. List of applicable, nonvisible pollutant indicators for soil amendment and stabilization products as shown in the table "Pollutant Testing Guidance Table" in the Caltrans <i>Construction Site Monitoring Program Guidance Manual</i> 4. Report of acute and chronic toxicity tests on aquatic organisms conforming to EPA methods 5. List of ingredients, including chemical formulation 6. Properties of polyacrylamide in tackifier including: (1) percent purity by weight, (2) percent active content, (3) average molecular weight, and (4) charge density.
Expansion joint filler	
Fiberglass pipe	Certificate of compliance must be submitted with laboratory test results.
Filler material for repairing spalled surface areas	Submittal of certificate of compliance required for contracts of less than 60 working days.
Gabions	If PVC coating is shown, a suitable UV resistant additive must be blended with the PVC and the additive must be shown on the certificate of compliance.
Geocomposite drain	Certificate of compliance must certify that the drain produces the specified flow rate. The certificate must be accompanied by a flow capability graph for the geocomposite drain showing flow rates and the externally applied pressures and hydraulic gradients. Verification must be by an authorized laboratory for the flow capability graph.
Geosynthetics	Test sample representing each lot and minimum average roll value.

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (6 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Glass beads	Certificate of compliance by lot or batch and test data from an independent laboratory.
Glue laminated timbers and decking	
Guide markers	
Irrigation hose	
Irrigation pipe	Certificate of compliance required for: <ul style="list-style-type: none"> • Polyethylene pipe Plastic pipe supply line for pipe with wall thickness of the bell less than the specified minimum wall thickness of the pipe
Joint filler material	
Joint seals (Type A and AL)	Certified test report for each batch of sealant.
Joint seal (Type B)	Certificate of compliance required for: <ul style="list-style-type: none"> • Elastomeric joint seal • Lubricant-adhesive Certificate of compliance must be submitted with certified test report for each lot of elastomeric joint seal and lubricant-adhesive. Test reports must include the seal movement rating, the manufacturer's minimum uncompressed width, and test results. METS samples and tests joint seal.
Joint seal Alternate joint seal assemblies	For alternative joint seal assemblies, a certificate of compliance must be submitted for each shipment of joint seal materials. The certificate must state that the materials and fabrication involved comply with the specifications and the data submitted in obtaining the authorization for the alternative joint seal assembly. METS samples and tests joint seal assemblies.
Joint seal Joint seal assemblies	METS samples and tests joint seal assemblies.
Lime	Certificate of compliance must include a statement certifying the lime furnished is the same as on the Authorized Material List.

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (7 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Machine spiral wound PVC pipeliners	Certificate of compliance for each reel of PVC strip must include: <ol style="list-style-type: none"> 1. Name of manufacturer 2. Plant location 3. Date of manufacture and shift 4. Cell classification 5. Unit mass 6. Average pipeliner stiffness and profile type
Markers	Certificate of compliance required for: <ul style="list-style-type: none"> • Metal target plates • Enamel coating • Retroreflective sheeting
Masonry block	Certificate of compliance required for: <ul style="list-style-type: none"> • Concrete masonry units • Aggregate for grout • Grout
Micro surfacing emulsion	
Mulch	
Open steel flooring and grating	
Overside drains	Certificate of compliance based on steel materials, aluminum materials or plastic materials.
Parking area seal material	
Pavement markers	
Plastic lumber	Certificate of compliance for each shipment of plastic lumber, that must be accompanied by a laboratory test report.
Plastic traffic drums	
Plastic pipe for drainage	Certificate of compliance must include average pipe stiffness, resin material cell classification, and date of manufacture. For corrugated polyethylene pipe, manufacturer's copy of plant audits and test results from the National Transportation Products Evaluation Program for the current cycle of testing for each pipe diameter furnished.

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (8 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Portable changeable message sign	
Precast concrete Cementitious material used in precast concrete products	Certificate of compliance must be signed by the precast concrete product manufacturer.
Precast concrete Box culverts	Certificate of compliance must signed by the manufacturer's quality control representative for each shipment.
Precast concrete members	Certificate of compliance is for materials and workmanship incorporated in the work, and for testing and inspections that have been performed.
Precast raised traffic bars	
Preformed compression seal for concrete pavement	
Preformed membrane sheet	Must include type of sheet and the conditioner or primer application rates.
PTFE bearing materials	
Rapid strength concrete	Certificate of compliance is required for each delivery of aggregate, cementitious material, and admixtures used for calibration tests. The certificate of compliance must state that the source of the materials used for the calibration tests is the same source as to be used for the planned work.
Reinforcement	You may request that the contractor submits with certificate of compliance: 1. Copy of the certified mill test report for each heat and size of reinforcing steel showing physical and chemical analysis. 2. Two copies of a list of all reinforcement before starting reinforcement placement.
Reinforcement Epoxy-coated	Certificate of compliance for each shipment of epoxy-coated reinforcement must be submitted with: 1. Certification that the coated reinforcement complies with ASTM A 775/A 775M for bar reinforcement or ASTM A 884/A 884M, Class A, Type 1, for wire reinforcement. 2. All certifications specified in ASTM A 775/A 775M for bar reinforcement or ASTM A 884/A 884M for wire reinforcement. METS samples and tests epoxy coating.

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (9 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Reinforcement Epoxy-coated prefabricated reinforcement	<p>Certificate of compliance for each shipment of epoxy-coated prefabricated reinforcement must be submitted with:</p> <ol style="list-style-type: none"> 1. Certification that the coated reinforcement complies with ASTM A 934/A 934M for bar reinforcement or ASTM A 884/A 884M Class A, Type 2 for wire reinforcement. 2. All certifications specified in ASTM A 934/A 934M for bar reinforcement or ASTM A 884/A 884M for wire reinforcement. <p>METS samples and tests epoxy coating.</p>
Reinforcement Epoxy-coating patching materials	<p>Certificate of compliance for the patching material must include certification that the patching material is compatible with the epoxy powder to be used.</p>
Reinforcement Headed bar	<p>Certificate of compliance for each shipment of headed bar reinforcement must be submitted with:</p> <ol style="list-style-type: none"> 1. Mill test reports for the: <ol style="list-style-type: none"> 1.1. Bar reinforcement 1.2. Head material 2. Production test reports 3. Daily production logs <p>METS samples and tests headed bar.</p>
Reinforcement Splice material	<p>Certificate of compliance for each shipment of splice material must be submitted with:</p> <ol style="list-style-type: none"> 1. Type or series identification of the splice material, including tracking information for traceability. 2. Grade and size number of reinforcement to be spliced. 3. Statement that the splice material complies with the type of mechanical splice on the Authorized Material List. 4. For resistance-butt-welded material: <ol style="list-style-type: none"> 4.1. Heat number 4.2. Lot number 4.3. Mill certificates <p>METS samples and tests reinforcement splices.</p>
Sheet metal	

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (10 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Sign panels	Certificates of compliance required for: <ul style="list-style-type: none"> • Aluminum sheeting • Retroreflective sheeting • Screened-process colors • Nonreflective, opaque, black film • Protective-overlay film
Silicone joint sealant	A certified test report of the results for the required tests performed within 12 months before the proposed use.
Slotted edge drain	
Snow poles	
Snow plow deflectors polyethylene material	
Soil amendment	
Steel crib wall	
Steel pipe piles	The certificate of compliance must be signed by the plant's quality control representative. The quality control representative must be on record with Structural Materials. Certificate of compliance must include: <ol style="list-style-type: none"> 1. Statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described. 2. Certified mill test reports for each heat number of steel used in pipe piles being furnished. 3. Test reports for tensile, chemical, and any specified nondestructive test must be based on test samples taken from the base metal, steel, coil, or from the manufactured or fabricated piles. 4. Calculated carbon equivalent. The carbon equivalent may be shown on the mill test report.
Structural plate culverts	Certificate of compliance required for: <ul style="list-style-type: none"> • Structural metal plate pipe • Arches • Pipe arches • Metal liner plate pipe

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (11 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Structural shape steel piles	Certificate of compliance must include a statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described.
Structural composite lumber used in falsework	
Structural steel thermal spray coat Wire feedstock	
Styrofoam filler	
Subsurface drain	
Temporary concrete washout	Certificate of compliance required for: <ul style="list-style-type: none"> • Gravel-filled bag • Plastic liner
Temporary fence (Type ESA)	Certificate of compliance required for: <ul style="list-style-type: none"> • High visibility fabric • Safety caps for metal posts
Temporary linear sediment barrier	Certificate of compliance required for: <ul style="list-style-type: none"> • Fiber roll • Safety cap for metal posts • Silt fence fabric • Sediment filter bag • Foam barrier • Gravel-filled bag fabric
Temporary railing (Type K)	
Thermoplastic traffic stripes and pavement markings	Certificate of compliance by lot of batch and test data report from an independent laboratory. Obtain a minimum 1-foot length of stripe test sample.
Tie bars	METS samples and tests epoxy coating.
Tie bar baskets	METS samples and tests epoxy coating.
Timber products (treated and untreated)	Certificate of compliance for timber and lumber must state the species of the material to be shipped and include a certified grading report. If treated, certified treating report.
Threaded tie bar splice couplers	

ATTACHMENT 3: List of Materials Accepted by Certificate of Compliance

Table 6-2.3. Materials Accepted by Certificate of Compliance (12 of 12)

Material/Product	Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance)
Turf sod	
Two-component paint traffic stripes and pavement markings	Certificate of compliance by lot or batch. Obtain a 50-foot test section before application of paint.
Underdrains	Certificate of compliance required for: <ul style="list-style-type: none"> • Type of pipe • Tubing • Fitting
Waterproofing fabric	
Waterstop	Certificate of compliance for waterstop material must state compliance with paragraph 6 of Army Corps of Engineers CRD-C 572.
Welded wire fabric	
Wire mesh fencing	
Wood Structures	Certificate of compliance for timber and lumber stating the species of the material to be shipped and including a certified grading report. If timber is treated, include a certified treating report. Certificate of compliance for glued laminated timbers and decking.

PROPOSAL SECTION

Contractor's Check-Off List:

1. Complete **Bidder's Information Sheet**..... 1
2. Complete **Bid Proposal Sheet** 4-6
3. Complete **Acknowledgement of Site Visit Form**..... 7
4. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond) 8
5. Complete **Principal(s) and Title(s) Sheet** 10
6. Complete **State Contractor's License No. and Department of Industrial Relations Registration No. Sheet** 11
7. Complete **Subcontractor List Sheets** 12-13
8. Complete **Certification of Intent Sheet** 17
9. **Equal Employment Opportunity Sheets:**
 - i. Complete **Questionnaire for Bidder Sheet** 18-20
 - ii. Complete **Contractor Report Form** 21
10. Complete **Equal Benefits Compliance Declaration Form** 27
11. Complete **Employee Jury Service Compliance Declaration Form** 31
12. Complete **Non-Collusion Declaration Form** 31
13. Complete **Certification of Bidder's Qualifications & Experience Form** ... 33
14. Complete **Equal Employment Opportunity Certification (Federal Requirement)** 33
15. Complete **Public Contract Code Section 10285.1 Statement** 34
16. Complete **Public Contract Code Section 10162 Questionnaire** 35
17. Complete **Debarment And Suspension Certification** 39

18. Complete **Disclosure of Lobbying Activities - Exhibit 10-Q** 40

19. Complete the following **DBE Forms**:
 - i. **Construction Contract DBE Commitment – Exhibit 15-G**
 - ii. **Proposer/Contractor Good Faith Efforts – Exhibit 15-H**
 - iii. **Bidder’s List of Subcontractor (DBE and Non-DBE) – Exhibit 12-B**

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

2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

**TOTAL PROJECT APPROXIMATELY 200 FEET IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. 08H21
PROJECT FILE NO. E5083
FEDERAL-AID PROJECT NO. FEMA DR-4683-DR-CA
CAL OES NO. 081-00000**

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 not 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:

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

LOCATION OF WORK

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

The location and details of said work are further shown on the Plans titled **“2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT,”**

File E5083 in the Department of Public Works.

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

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

PROPOSAL TO THE COUNTY OF SAN MATEO

2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

**TOTAL PROJECT APPROXIMATELY 200 FEET IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. 08H21
PROJECT FILE NO. E5083
FEDERAL-AID PROJECT NO. FEMA DR-4683-DR-CA
CAL OES NO. 081-00000**

NOTICE TO CONTRACTORS:

THE FOLLOWING FORMS MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITHIN THREE (3) BUSINESS DAYS FROM BID OPENING:

- 1. Construction Contract DBE Commitment, Exhibit 15-G**
- 2. Proposer/Contractor Good Faith Efforts, Exhibit 15-H**
- 3. Bidder's List of Subcontractors (DBE and Non-DBE), Exhibit 12-B**

FAILURE TO COMPLETE AND SUBMIT THE REQUIRED FORMS SHALL BE CONSIDERED AS REASON FOR DISQUALIFICATION FROM BIDDING.

Item No.	Item Description	Section No.	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
GENERAL ITEMS						
1	Mobilization	9	LS	1	\$	\$
2	Construction Staking	7-2, 100	LS	1	\$	\$
3	Maintaining Traffic	12	LS	1	\$	\$
4	Water Pollution Control	13	LS	1	\$	\$
5	Construction Waste Management	14	LS	1	\$	\$
6	Weekend Work (Not to Exceed \$100,000)	8	LS	1	\$	\$

Continued on Next Page

2023 Slip-Out Repair Near 2180 Higgins Canyon Road Project
 Proposal – Continued from Previous Page

Item No.	Item Description	Section No.	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
SITE PREPARATION						
7	Demolition, Clearing, and Grubbing	17	LS	1	\$	\$
8	Remove Tree (11" to 36")	17-1	EA	9	\$	\$
9	Remove Tree (36" and above)	17-1	EA	1	\$	\$
10	Erosion and Sediment Controls (ESC) - Silt Fence	21	LF	250	\$	\$
11	Erosion and Sediment Controls (ESC) - Permanent Seeding	21	AC	0.25	\$	\$
EARTHWORKS						
12	Soil Excavation	19-1 (F)	CY	3,050	\$	\$
13	Rock Excavation	19-1 (F)	CY	125	\$	\$
14	Structure Backfill	19-2 (F)	CY	2,275	\$	\$
15	Excavation Dewatering	19-7	LS	1	\$	\$
16	Aggregate Base (Class 2)	26	CY	200	\$	\$
INBOARD WALL - SOLDIER PILE						
17	Bore Holes, 24" Diameter, in Soil	49	VF	65	\$	\$
18	Bore Holes, 24" Diameter, in Rock	49	VF	180	\$	\$
19	Bore Holes, 36" Diameter, in Soil	49	VF	100	\$	\$
20	Bore Holes, 36" Diameter, in Rock	49	VF	204	\$	\$
21	Concrete Pile, 24" Diameter	49	VF	180	\$	\$

Continued on Next Page

2023 Slip-Out Repair Near 2180 Higgins Canyon Road Project
 Proposal – Continued from Previous Page

Item No.	Item Description	Section No.	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
22	Concrete Pile, 36" Diameter	49	VF	204	\$	\$
23	Steel Beam (W12x19)	52	LF	80	\$	\$
24	Steel Beam (W14x193)	52	LF	170	\$	\$
25	Steel Beam (W18x175)	52	LF	155	\$	\$
26	Structural Concrete (Lagging)	51	SF	1500	\$	\$
27	Geocomposite Wall Drain	68-1	LF	180	\$	\$
OUTBOARD WALL - MSE WITH SEGMENTAL WALL FACE						
28	24" Diameter Bore Holes in Rock	49	VF	420	\$	\$
29	Concrete Pile, 24" Diameter	49	VF	420	\$	\$
30	Structural Concrete (Pile Cap)	51	LF	180	\$	\$
31	Segmental Block Units	47	EA	2,800	\$	\$
32	Drain Rock	89	CY	110	\$	\$
33	Geogrid	96	SY	3,275	\$	\$
34	Asphalt Concrete (Type A HMA)	39	Ton	110	\$	\$
35	Guardrail	83	LF	155	\$	\$
TOTAL						\$

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

ACKNOWLEDGEMENT OF SITE VISIT

I hereby acknowledge that a representative or representatives from our firm has/have visited the site as required for acceptance of bid for the project “**2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT.**” Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

Name of Firm

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

Job Title

Date of Visit

Acknowledged by,

Name (Please Print)

Job Title

Signature

Date Signed

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

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

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

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

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

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

Accompanying this Proposal is:

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

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

PROVISIONS OF LABOR CODE

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

BIDDER'S FINANCIAL RESPONSIBILITY TECHNICAL ABILITY & EXPERIENCE

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

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

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

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

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

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

State Contractor's License No.: _____

(Expires: _____)

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

Department of Industrial Relations Registration No.: _____

(Expires: _____)

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

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

SUBCONTRACTORS

- | | | |
|----|--|--|
| 1. | Name: _____
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.: _____

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

CONTRACT COMPLIANCE PROGRAM

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

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

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

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

The Contractor is further required to:

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

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

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 5th Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

CERTIFICATION OF INTENT

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

Signature and Title of Authorized Representative or Bidder

Date

SAN MATEO COUNTY

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

QUESTIONNAIRE FOR BIDDER

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID.

PROJECT: 2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD 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 _____

9. What percentage of your work force is covered by union agreement? _____

10. _____ Yes _____ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. _____ Yes _____ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM
(To Be Submitted with Original Bid)**

PROJECT: 2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

DATE: _____

NAME OF BIDDER: _____

NAME OF PERSON SUBMITTING REPORT: _____

RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

Minority Employees										
Job Classification	Total (All Employees)	Ethnicity								
		American-Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
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.
- D. “Employee Benefits” means the provision of any benefit other than pension

and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
(Ord. 4324, 08/15/06)

2.84.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

2.84.040 Powers and duties of the County Manager.

The County Manager'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 Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor jury service policy

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 Powers and duties of the County Manager

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
 - (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;

- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

COUNTY OF SAN MATEO
Employee Jury Service Compliance Declaration Form
 (To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

*If the answer to the above is no, please skip to Section IV. *

III Contractor Employee Jury Service Compliance (Check One)

- Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before September 1, 2005. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)

The Contractor is under a collective bargaining agreement which began **on or before September 1, 2005** and expires on _____ (date). (Section 2.85.040)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20__ at _____, _____.
 (City) (State)

Signature_____
Name (Please Print)_____
Title_____
Contractor Tax Identification Number

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

The undersigned declares:

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

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

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

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

“Contractor”

(Print)

(Signature)

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has ____/has not____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note:

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

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Notes:

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

Notes:

- (1) The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
- (2) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of SAN MATEO, *DEPARTMENT OF PUBLIC WORKS*.

In conformance with Title 23 United States Code Section 112, and Public Contract Code Section 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Notes:

- (1) The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.
- (2) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of SAN MATEO, *DEPARTMENT OF PUBLIC WORKS*.

In conformance with Title 23 United States Code Section 112, and Public Contract Code Section 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Notes:

- (3) The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.
- (4) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes:

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

**NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

Notes:

- (1) The above Non-Lobbying Certification for Federal-Aid Contracts is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
- (2) Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Exhibit 15-G: Construction Contract DBE Commitment

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

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION			
22. Local Agency Contract Number:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%	
23. Federal-Aid Project Number:					
24. Bid Opening Date:					
25. Contract Award Date:					
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	28. Date			17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone			19. Preparer's Name	20. Phone
31. Local Agency Representative's Title				21. Preparer's Title	

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter [NAICS or Work Category Codes from the California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
					DIR Reg Number				
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
					DIR Reg Number				
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
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City, State								< \$15 million	
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City, State								< \$15 million	
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NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	

CERTIFICATION OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

(To Be Submitted With Proposal)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the project which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 4 is "yes", or if the answer to question 5 is "no", the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Has your contractor's license been revoked at any time in the last five (5) years?
 Yes No

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No

3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No

4. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

5. The Bidder has been engaged in the contracting business, under the present business name for at least 5 years and has experience in work of a nature similar to this project?
 Yes No

B. COMPANY EXPERIENCE

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least one project that involved construction of a soldier pile wall within the last (7) seven years.

Any projects listed below which are not as defined above will not be considered by the County of San Mateo in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work when acting as a general contractor or ten percent (10%) of the Work when acting as a subcontractor on each of the projects listed below. The County of San Mateo considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name & Description:** _____

- Owner:** _____
- General Contractor or Subcontractor for Project:** _____
- Work Performed:** _____
- Total Construction Cost: \$** _____
- Dollar Amount of Bidder's Work: \$** _____
- Construction Time:** _____ **Calendar Days**
- Owner's Representative:** _____
- Owner's Telephone No.:** _____
- Date of Substantial Completion:** _____

2. **Project Name & Description:** _____

Owner: _____
General Contractor or Subcontractor for Project: _____
Work Performed: _____
Total Construction Cost: \$ _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

3. **Project Name & Description:** _____

Owner: _____
General Contractor or Subcontractor for Project: _____
Work Performed: _____
Total Construction Cost: \$ _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

4. **Project Name & Description:** _____

Owner: _____
General Contractor or Subcontractor for Project: _____
Work Performed: _____
Total Construction Cost: \$ _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

5. **Project Name & Description:** _____

Owner: _____
General Contractor or Subcontractor for Project: _____
Work Performed: _____
Total Construction Cost: \$ _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

The undersigned hereby states that all representations regarding the Bidder's Company Experience are correct and true.

Signed this _____ day of _____, 20____

Bidder's Company Name

Authorized Signature

Date

Name and Title of Signatory

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and _____, hereinafter called the "Contractor,"

W I T N E S S E T H:

THAT, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. Services to be performed by Contractor: The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Public Works of the County of San Mateo, hereinafter called "Engineer," for the project

2023 SLIP-OUT REPAIR NEAR 2180 HIGGINS CANYON ROAD PROJECT

**TOTAL PROJECT APPROXIMATELY 200 FEET IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. 08H21
PROJECT FILE NO. E5083
FEDERAL-AID PROJECT NO. FEMA DR-4683-DR-CA
CAL OES NO. 081-00000**

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

SEVENTY (70) CALENDAR DAYS

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

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

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

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

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

VII. Surety Bonds: The performance of this Contract is secured by a “Payment” Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a “Performance” Surety Bond in the sum of one hundred percent (100%) of the Contract bid. “Payment” and “Performance” Surety Bonds have been approved as to form by County Attorney’s Office, of which samples of same are attached as Appendix C in the Special Provisions.

VIII. Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor’s coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS’** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo and 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 or 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 all officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo.

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

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

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or
3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or

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

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

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

E. Compensation

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

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

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of worker 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 the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation; and/or
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive.

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

- i) Examine Contractor's employment records with respect to compliance with this paragraph;
- ii) Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

XII. Compliance with County Employee Jury Service Ordinance:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular

pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

XIII. Termination of Agreement: The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR**

DAYS, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

XIV. Compliance with Laws: The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Controlling Law: The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

XV. Contract Assignability: Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

XVI. COVID-19: This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

Although this Project is proceeding as an Essential Infrastructure Project as determined by the County Board of Supervisors/County Executive, this determination could change in the future based on Health Orders issued by the San Mateo County Health Officer or State of California, or future determinations of the County Board of Supervisors/County Executive. Should future Health Orders or the County Board of Supervisors/County Executive directives preclude the Project from proceeding as scheduled, the County reserves the right to:

-Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**

-The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Executive.

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

XVII. Contract Materials: The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set

forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

XVIII. Retention of Records, Right to Monitor and Audit:

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

XIX. Notices: Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ann M. Stillman, Director of Public Works
 County of San Mateo
 555 County Center, 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:

XIX. Contract Amount and Change Orders:

A. Contract Amount

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

B. Change Orders

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

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

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

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

“County”

COUNTY OF SAN MATEO
State of California

BY: _____
**President, Board of Supervisors
County of San Mateo**

ATTEST:

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

“Contractor”

Name of Contractor

BY: _____
(Authorized Signature and Seal of Bidder)