

**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

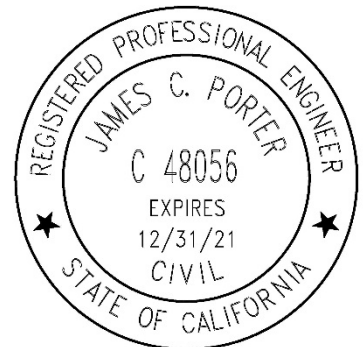
**COUNTY PROJECT NO. RW707  
PROJECT FILE NO. E4992**

**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

APPROVED: \_\_\_\_\_, November 24, 2020



JAMES C. PORTER  
(R.C.E. No. 48056)  
Director of Public Works



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

**Last Updated: September 22, 2020**

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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 **either by mail** to the office of the County Manager/Clerk of the Board of Supervisors, **or hand-delivered within one (1) hour prior to the bid opening to the main public entrance** of the Hall of Justice and Records, 400 County Center, Redwood City, California, 9406 until the hour of

**2:30 p.m., Wednesday, March 24, 2021**

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

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW707  
PROJECT FILE NO. E4992**

**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

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 8 %.** 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 (650-363-4100) or email ([pw-surveying@smcgov.org](mailto:pw-surveying@smcgov.org)), please send check payable to “County of San Mateo” to 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063; OR

- b. Complete and sign the following Plan Holder’s Affidavit by using the link below and you will receive a separate link for downloading and electronic copy of the Plans and Specifications for the project including forms of proposal and Contract.  
<https://publicworks.smcgov.org/CPMPlanHoldersAffidavitForm>  
The Contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

<b>Plan Holder’s Affidavit</b>	
<b>Project Title</b>	<b>Countywide Pavement Maintenance Project</b>
<b>Project No.</b>	<b>RW707</b>
<b>Project Engineer:</b>	<b>Sina Oshaghi</b>
<b>Project Manager:</b>	<b>Wency Ng</b>
<b>Bid Open Date and Time:</b>	<b>2:30 p.m., Wednesday, 3/24/2021</b>
<b>Company Name:</b>	
<b>Mailing Address:</b>	
<b>Phone Number:</b>	<b>Fax Number:</b>
<b>E-mail Address:</b>	
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

2. The Plan Holders List will be posted to the County of San Mateo’s Public Works website two (2) working days prior to the bid open date.
3. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to [aoshaghi@smcgov.org](mailto:aoshaghi@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. Reference is made to Section 2-1.10, "Disqualification of Bidders," of the Standard Specifications. The Contractor's attention is directed in particular to the last sentence, which states, "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 (<http://publicworks.smcgov.org>).

**ENGINEER'S ESTIMATE**

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH**  
**WITH APPURTENANT WORK THERETO**  
**IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW707**  
**PROJECT FILE NO. E4992**

**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
1	11	1	LS	Mobilization
2	12	1	LS	Maintaining Traffic
3	12-1	1	LS	Temporary Pavement Delineation
4	13	1	LS	Water Pollution Control
5	14	1	LS	Construction Waste Management
6	37-1	35,500	SY	Cape Seal
7	37-2	86,000	SY	Slurry Seal
8	37-3	1	LS	Crack Seal
9	38	14,000	SY	Microsurfacing (Alameda de las Pulgas)
10	39-2	1,100	SY	3" Asphalt Concrete Pavement Mill and Fill (Type A, ¾" Maximum) with Mirafi MTK Paving Fabric (or Approved Equal)
11	39-3	700	SY	Pavement Repair (Type A, ¾" Maximum)
12	51	75	CY	Class 3 Concrete
13	84-1(S)	7,500	SF	Thermoplastic Pavement Markings and Legends (White)
14	84-1(S)	750	SF	Thermoplastic Pavement Markings and Legends (Yellow)
15	84-1(S)	5,200	SF	Thermoplastic Pavement Markings and Legends (Green)
16	84-1(S)	18,600	LF	Thermoplastic Traffic Striping, 6" Yellow (Solid, Det 22, 27, 29, 31)

***Engineer's Estimate – Continued on Next Page***

**COUNTYWIDE PAVEMENT MAINTENANCE**  
**Engineer's Estimate – Continued from Previous Page**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
17	84-1(S)	9,600	LF	Thermoplastic Traffic Striping, 6" Yellow (Dashed, Det 2)
18	84-1(S)	34,000	LF	Thermoplastic Traffic Striping, 6" White (Solid, Det 27B, 39)
19	84-1(S)	4,700	LF	Thermoplastic Traffic Striping, 6" White (Dashed, Det 9, 39A)
20	84-1(S)	800	LF	Thermoplastic Traffic Striping, 8" White (Solid, Det 36, 38)
21	84-2(S)	7,250	SF	Painted Pavement Markings (Yellow)
22	85-1(S)	20	EA	Pavement Markers, Type C, Red, Clear Retroreflective
23	85-1(S)	1,600	EA	Pavement Markers, Type D, Two-way Yellow Retroreflective
24	85-1(S)	30	EA	Pavement Markers, Type G, One-way Clear Retroreflective
25	85-1(S)	70	EA	Pavement Markers, Blue, Reflective, Fire Hydrant Markers

**Engineer's Estimate of Costs: \$ 1,340,000**

(S) Specialty Items – As defined in Section 5-1.13, "Subcontracting," 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:**

- a. **When applicable, both Contractor and Subcontractor hereby agree to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.**
- b. **Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:**

- i. **No contractor or subcontractor may be listed on a bid proposal for a public works project (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)].**
- ii. **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.**
- iii. **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, 5<sup>th</sup> Floor, Redwood City, CA 94063-1665, telephone (650) 363-4100.

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

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

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

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

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

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

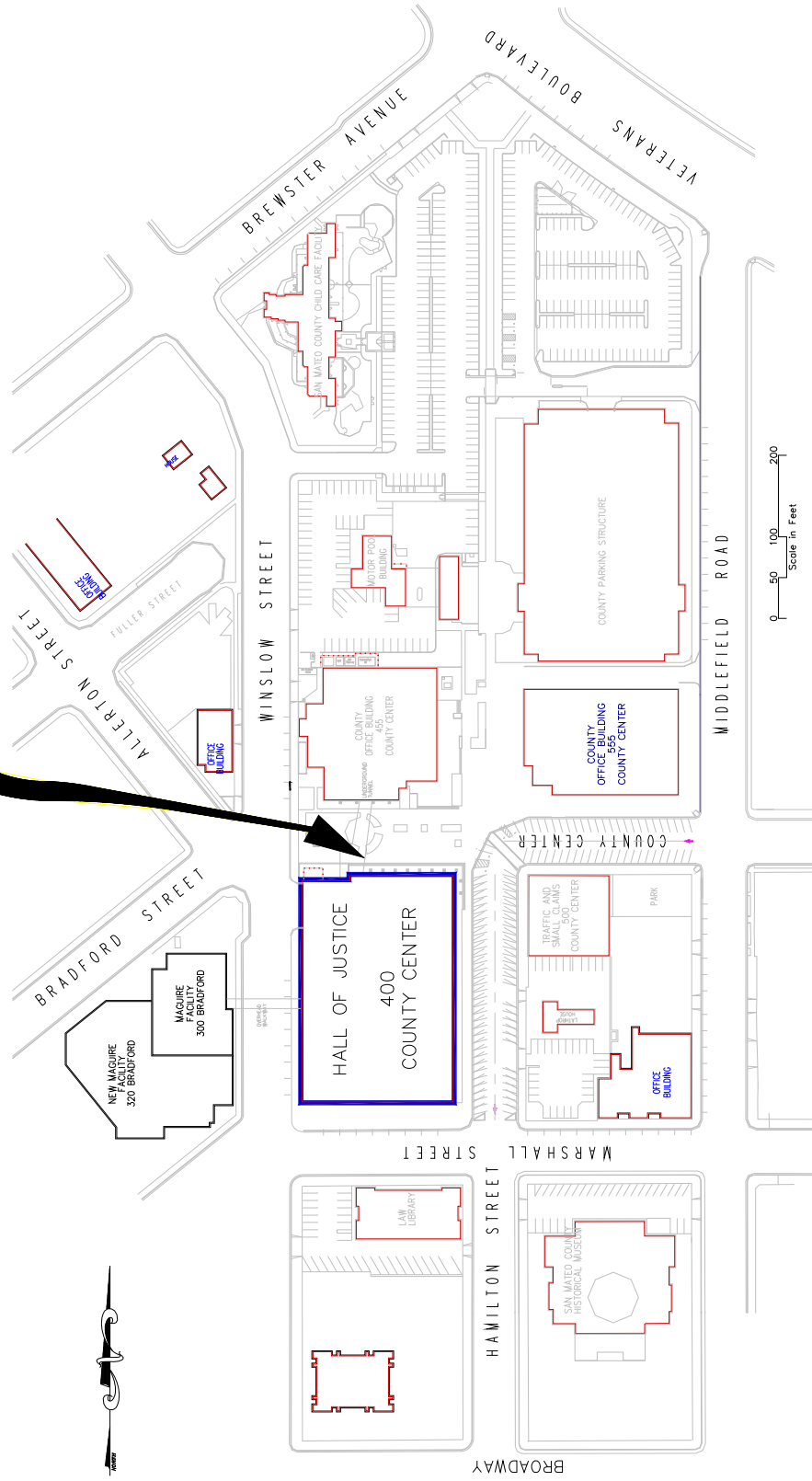
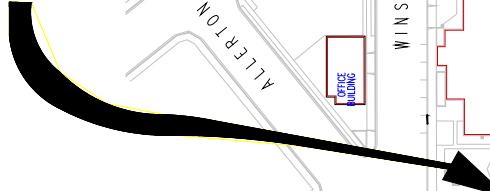
BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

**DATE: February 23, 2021**

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

PUBLIC ENTRANCE  
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

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

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**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
FOR**

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
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**COUNTY PROJECT NO. RW707  
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**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

**DATE: November 19, 2020**

**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 contracts.

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

#### 2-1. Plans and Specifications

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

As set forth in **Resolution No. 077277** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved the 2018 Standard Plans and Standard Specifications, of the State of California, Department of Transportation as the Standard Plans and Standard Specifications

of the County of San Mateo, State of California.

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

#### 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), employee(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 eight percent (8 %).

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 15-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-15H: 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 must be submitted with the bid. If Contractor does not submit the Good Faith Efforts documentation with their bid, 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, 5<sup>th</sup> Floor Redwood City, CA 94063.**

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

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

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

"The Contractor shall provide, at the time of the execution of the Agreement or Contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to County Counsel."

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

A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The Contractor shall provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

**END OF SECTION**

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

The work to be done consists, in general, of crack sealing, pavement repair, demolition/replacement of ADA ramps and valley gutters, and placing either a slurry seal, micro-surfacing, or a cape seal application on various streets in the Daly City, Burlingame Hills, San Mateo Highlands, Harbor/Industrial, North Fair Oaks, Sequoia Tract, Menlo Oaks areas in San Mateo County, including but not limited to replacement of traffic striping, pavement markers, and pavement markings, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

**END OF SECTION**

## **SECTION 5.**

### **CONTROL OF WORK**

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

#### **5-1. Differing Site Conditions**

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

##### **Contractor's Notification**

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

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

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

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

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

##### **Engineer's Investigation and Decision**

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

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

Contractor may protest the Engineer's decision.

#### 5-2. Repair of Equipment

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

#### 5-3. Cooperation

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

The Contractor shall contact USA North811 (USA) service alert a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at [usanorth811.org](http://usanorth811.org) or by phone by dialing (800) 642-2444 or 811.

#### 5-4. Permits and Licenses

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

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

#### 5-5. Project Appearance

The Contractor shall maintain a neat appearance to the work. Full

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

5-6. Preservation of Property

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

5-7. Air Pollution Control

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

5-8. Obstructions

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

5-9. Sound Control

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

5-10. Public Convenience

Public Convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and to these Special Provisions.

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

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Sections 5-1.20B(4), "Contractor-Property Owner Agreement," and 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications, and Section 10, "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, Contractor 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:

<b>Material To Be Tested</b>	<b>Property Being Tested</b>	<b>Acceptable Test Method(s)</b>	<b>Description</b>
Aggregate Base	Relative Compaction	CT 216/CT 231	Determines field densities using a nuclear gage.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

The Contractor shall, at no additional expense to the County, furnish certificates of inspection or laboratory reports from a reputable testing or inspection agency as to compliance with the specifications and composition, durability and performance in accordance with the Special Provisions or Standard Specifications. Test reports on any material must be submitted and approved by the Engineer before incorporating that material in the work.

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

**END OF SECTION**

## SECTION 7.

### LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, these Special Provisions, and to the provisions of paragraph VIII, "Insurance," of the Agreement (AG) portion of the Contract Documents for insurance requirements and the provisions related to Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Sections XVI, "COVID-19" and XXII, "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 7-1.01A(4), "Labor 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 1<sup>st</sup>-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 Construction Contract DBE Commitment Form, 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 Manager to represent him in the administration of these guidelines and in the enforcement of the provisions of Sections 2.50.040 and 2.50.050 of Title 2, Chapter 2.50.

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

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

#### 7-1.3. Equal Employment Opportunity Program

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

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

These figures will provide the base by which the low bidder's EEOP will be evaluated. Factors to be considered both in the original statistics and in any plans for future employment will include the percentage of

minority population in San Mateo County, the availability of minority construction workers and the present minority representation in the various construction trades.

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

- (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.
- (2) Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.
- (3) Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.
- (4) Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.
- (5) Selecting minority subcontractors or subcontractors who are known

for their ongoing programs of apprenticeship for minorities. This includes advising minority Contractor associations of opportunities for subcontracts. Joint ventures with minority sub-contractors are encouraged.

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

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

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

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

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

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

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

#### 7-1.6. Compliance of Contractor

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

#### 7-1.7. Compliance of Subcontractor

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

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



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

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

#### 7-1.9. Waiver of Compliance

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

#### 7-1.10 Employee Benefits

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

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

County Ordinance Code.

#### 7-1.11 Non-Discrimination

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

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

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

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

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

Contractor shall report to the County Manager 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.

**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 (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.**

## 7-2a. Payroll Records

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

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

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

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

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

**7-2b. 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.

**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-FIVE (75) WORKING DAYS**

from the date of said beginning, as described above.

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

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

#### 8-2. Liquidated Damages

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

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

- (1) **Section 7-2a, "Payroll Records"**
- (2) **Section 84-1, "Thermoplastic Pavement Markings, Legends, and Striping (White or Yellow)"**
- (3) **Section 85, "Pavement Markers and Signs"**

### 8-3. Progress Schedule

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

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

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

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

**The Contractor is advised that:**

- (1) **Contractor shall notify the Engineer a minimum of twenty-four (24) hours prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**
- (2) **When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a "Stop Notice," and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**
- (3) **Due to the number of streets involved, each street shall be diligently prosecuted in accordance with the approved schedule until completion, unless otherwise authorized, in writing, by the Engineer.**
- (4) **Contractor will be allowed to utilize two (2) crews to work in two (2)**

**areas concurrently. However, should Contractor choose this option, Contractor shall provide the County with a minimum of five (5) working days advance notice to ensure County is able to provide the necessary construction inspection services, and shall not proceed with the second crew until approved by the Engineer.**

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

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

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

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

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



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

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

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

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

#### **END OF SECTION**

## SECTION 9. MEASUREMENT AND PAYMENT

### 9-1. Force Account Work

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

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

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

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

### 9-2. Payments to Contractor

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

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

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

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

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

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

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.
- H. Failure of the Contractor to submit satisfactory as-built drawings.

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

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 Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

**END OF SECTION**

## SECTION 11. MOBILIZATION

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

### **Property Owner Primary Notification**

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

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

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

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

**The Contractor's attention is further directed to the following notification requirements for schools:**

### **Affected Schools**

**Any work within 0.25 miles of a school shall be limited to between the hours of 9:00 AM to 3:00 PM while school is in session. Contractor shall notify the following schools and provide them with the dates as to when school-related**

**traffic (i.e. pick-up and drop-off) may be impacted:**

<b>School</b>	<b>Contact</b>
Hoover Elementary School 2220 Summit Drive Burlingame, CA 94010	Ph: (650) 259-3900 - General Fax: (650) 259-3820 - General Website: <a href="https://hoover-bsd-ca.schoolloop.com/">https://hoover-bsd-ca.schoolloop.com/</a>
Benjamin Franklin Intermediate School 700 Stewart Avenue Colma, CA 94015 Colma, CA 94015	Ph: (650) 991-1200 - General Fax: (650) 756-5475 - General Website: <a href="https://www.jsd.k12.ca.us/BFranklin">https://www.jsd.k12.ca.us/BFranklin</a>
Garden Village Elementary School 208 Garden Ln Daly City, CA 94015	Ph: (650) 991-1233 - General Fax: (650) 755-1916 - General Website: <a href="https://www.jsd.k12.ca.us/GVillage">https://www.jsd.k12.ca.us/GVillage</a>
High Lands Elementary School 2320 Newport Street San Mateo, CA 94402	Ph: (650) 312-7544 - General Fax: (650) 312-7635 - General Website: <a href="https://highlands.smfcsd.net/">https://highlands.smfcsd.net/</a>
La Petite Baleen Swim School 60 Fifth Ave Redwood City, CA 94063	Ph: (650) 562-6355 - General Website: <a href="https://swimlpb.com/locations/redwood-city">https://swimlpb.com/locations/redwood-city</a>
Everest Public High School 455 Fifth Ave Redwood City, CA 94063	Ph: (650) 366-1050 - General Fax: (650) 366-1892 - General Website: <a href="https://summitps.org/our-schools/summit-everest-redwood-city/">https://summitps.org/our-schools/summit-everest-redwood-city/</a>
Laurel School 95 Edge Rd Atherton, CA 94027	Ph: (650) 324-0186 - General Fax: (650) 323-0374 - General Website: <a href="https://district.mpcsd.org/Domain/9">https://district.mpcsd.org/Domain/9</a>
Menlo-Atherton High School 555 Middlefield Rd Atherton, CA 94027	Ph: (650) 322-5311 - General Fax: (650) 838-7344 - General Website: <a href="https://www.mabears.org/">https://www.mabears.org/</a>
Woodside High School 199 Churchill Ave Woodside, CA 94062	Ph: (650) 367-9750 - General Fax: (650) 367-7263 - General Website: <a href="http://woodsidehs.org">woodsidehs.org</a>

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

The Contract lump sum price paid for this item, "Mobilization," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the applicable work specified in Section 11, "Mobilization," of the Standard Specifications, these Special Provisions and as directed by the Engineer.

**END OF SECTION**

## SECTION 12.

### MAINTAINING TRAFFIC

Attention is directed to Section 12-1, "Temporary Traffic Control, General," of the Standard Specifications, Sections 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. Section 12-1.04, "Payment," of the Standard Specifications shall not apply. In connection with said sections, it is understood that all lights, signs, barricades, flaggers or other necessary devices shall be furnished and maintained by the Contractor at the Contractor's expense.

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

#### **Property Owner Secondary Notification**

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

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

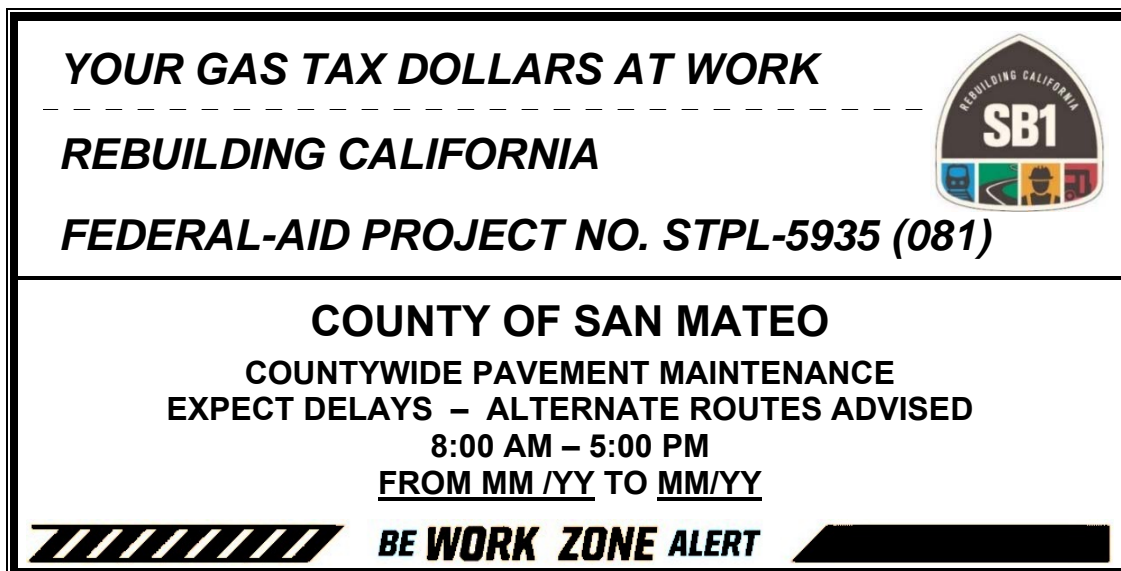
1. Front on or are contiguous to the Project limits.
2. Have ingress/egress route only from within the Project limits.
3. Have executed a Right-of-Entry Agreement with the Real Property Division, County of San Mateo.

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

The Contractor shall furnish an overall Traffic Control Plan for all phases of work. The Plan shall be in accordance with 2018 Standard Plan T-13 unless these requirements are modified as directed by the Engineer. The Contractor shall submit the Traffic Control Plan within **FIVE (5) WORKING DAYS** after the pre-construction conference. The Engineer shall establish the time and place for said pre-construction

conference. Delays upon the part of the Contractor in submitting a Plan, in the format as outlined in these Special Provisions and as directed by the Engineer, shall not constitute a valid reason for time extensions should the Contract time elapse before completion of said project. The Contractor is further advised that consideration for adequate review time, as determined by the Engineer, shall be included in the work schedule.

The Traffic Control Plan shall include orange advisory signs (aluminum or plywood, or as approved by the Engineer), **3' x 6' minimum**, stating expected delays, including dates, times and affected streets. Wording of advisory signs shall be as follows:



Advisory signs shall be set in accordance to the locations as shown on the **Location Map**. 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.

The Contractor is advised that the roads within the project limits may be closed for certain construction operations but shall be open by 5:00 P.M. at the end of the workday. Said road closures may only occur by block, and cross-streets shall remain open, except as required for certain construction operations and as approved by the Engineer. Additionally, and concurrent to the



**aforementioned advisory signs, the Contractor shall also provide advisory signage advising of dates, times and recommended detour routes for road closures. Furthermore, the Contractor's attention is directed to Section 8-3, "Progress Schedule," of these Special Provisions.**

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

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

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than ten feet (10') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than ten feet (10') wide, that is flagger controlled. The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefore. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein.

When ordered by the Engineer, the Contractor shall furnish additional flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car. During all non-working days, one channelized and unobstructed traffic lane, not less than ten feet (10') wide, shall be provided in each direction. Traffic may be stopped in both directions only as specifically authorized by the Engineer.

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

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

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

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

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

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

#### 12-1. Temporary Pavement Delineation

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

**streets for which microsurfacing, slurry sealing, or cape sealing has been completed.**

This work shall consist of furnishing, applying, maintaining, and removing temporary pavement striping and/or markings in conformance with the provisions of Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California Manual of Uniform Traffic Control Devices published by the California Department of Transportation or to relieve the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor will be responsible for setting the control for placing temporary striping on roads with existing centerlines and traffic lanes, including turn lanes and bicycle lanes. Unless otherwise shown on the Plans or directed in writing by the Engineer, centerline striping shall match existing centerline striping and shall be straight on tangent alignment and shall be on a true arc on curved alignment.

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

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

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

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

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

markers/markings that they replace. The type of temporary pavement markers used shall be at the option of the Contractor, with pre-approval from the Engineer.

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

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

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

#### Temporary Stripes and Markings – Traffic Tape or Paint

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

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

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

(1) Temporary Traffic Stripe Tape:

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

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

loose material and shall be dry when the tape is applied.

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

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

(2) Temporary Paint:

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

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

Payment

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

**END OF SECTION**

## **SECTION 13.**

### **WATER POLLUTION CONTROL**

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

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

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

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

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

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

A. Water Pollution Control Program

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

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

also required, a revised water pollution control program has been approved. Attention is directed to "Contractor Response" of this Section for additional provisions relating to correction of the Contractor's water pollution control program, and payment.

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

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

**B. Contractor Response**

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

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

**C. Excavation and Grading**

The Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until water pollution control materials have been delivered to the work site. The Contractor shall certify, in writing, that the quantity of water pollution control materials at the site is sufficient to protect against water pollution caused by the work, and shall specify the type of material and intended use in



said written certification.

Excavation and grading activities shall be scheduled for dry weather periods. Excavation and grading activities shall not be allowed to commence or continue during periods of rainfall or runoff.

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

D. General Housekeeping

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

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

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

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

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 10, "Construction Waste Management," of these Special Provisions.

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

E. Stockpiles

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

F. Vehicle Maintenance

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

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

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

G. Spill Prevention and Response

Fluid spills shall not be hosed down. The Contractor shall use dry cleanup

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

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

#### H. Tire Washing

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

#### I. Roadwork and Paving

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

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

#### J. Concrete and Mortar

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

Location of temporary concrete washouts for concrete mixers or trucks

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

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

K. Training

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

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

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

**END OF SECTION**

## SECTION 14.

### CONSTRUCTION WASTE MANAGEMENT

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

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

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

#### 14-1 Diversion Goals

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

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

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

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no

more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

#### 14-2 References and Resources

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

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

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

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

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

Approval will be granted if the plan shows:

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

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

14-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

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

D. Separation Facilities:

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

E. Materials Handling Procedures:

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

F. Hazardous Wastes:

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

Notify the Engineer if hazardous waste is encountered.

G. Reporting:

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

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

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

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that that said person knows to contain any false statements, including but not limited to false statements regarding weight



and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

**END OF SECTION**

## SECTION 15.

### EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, “Existing Highway Facilities”, of the Standard Specifications, Sections 7-14, “Trench Safety,” and Section 15, “Existing Highway Facilities,” of these Special Provisions, Appendix B of these Project specifications, the Plans, and the directions of the Engineer.

It is anticipated that utilities not shown on the Plans may exist within the right of way and may interfere with construction progress. In the event such utilities are discovered, the Engineer shall be notified. Attention is directed to Section 8-1.10, “Utility and Non-Highway Facilities,” of the Standard Specifications.

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

**The Contractor’s attention is directed to the following:**

**Maintaining Emergency Access to Sanitary Sewer and Storm Drain**

#### **Systems**

Due to the inherent risk of backup and overflow incidents associated with sanitary sewer and storm drain systems, the Contractor is advised of the importance of maintaining access to the facilities of said systems, in order to provide emergency maintenance service in the event of such an incident.

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

The Contractor shall be responsible for providing, by any means necessary, reference points for existing highway facilities (such as water valves, vaults, manholes, monuments) such that said facilities can be located after the roadway has been slurry or cape sealed by the Contractor. All tie-out points shall be removed upon completion of the work. If paint markings are used to locate facilities, the Contractor shall remove these markings by power washing or other method, as approved by the Engineer. The Contractor shall be required to clean any markings placed in association with this

Project. The cost for removing said markings shall be fully borne by the Contractor, and no additional compensation will be allowed therefore.

**The Contractor shall call the USA North at (800) 642-2444 a minimum of two (2) working days in advance of any excavation or trenching work.**

Full compensation for conforming to this provision 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 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 Section 30-1.02B, "Class 2 Supplementary Aggregate," which states:

"If supplementary aggregate is specified, supplementary aggregate must comply with  $\frac{3}{4}$ -inch maximum gradation specified in section 26-1.02. Supplementary aggregate must not include cinders. Do not use supplementary aggregate with more than 50 percent by volume of reclaimed asphalt concrete. Supplementary aggregate must weigh at least 105 lb/cu ft, determined under California Test 212, Compacted Method (by Rodding)."

Except as provided for under Section 39, "Asphalt Concrete (Type A HMA)," of these Special Provisions, the grading of the material shall conform to the three-quarter inch ( $\frac{3}{4}$ " ) 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's attention is directed to Section 6-2, "Materials Testing," of these Special Provisions. Acceptance testing shall be performed using California Test Method (CT) 338 or ASTM D6938, as directed by the Engineer.

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

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

Aggregate base shall be placed where shown on the Plans (including placement, as necessary, for final connections at driveway openings and designated shoulder areas), as specified in these Special Provisions and as directed by the Engineer.

Aggregate base that is used to provide temporary access to work areas and driveways, as well as all other work that is necessary to comply with Section 7-12, "Public Convenience," of these Special Provisions, shall not be included in the Contract quantity for Aggregate Base (Class 2), and shall be considered as included in the various Contract items of work, and no additional compensation shall be allowed therefore.

Full compensation for all work involved for this item, "Aggregate Base (Class 2)," 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 37.****CAPE SEAL, SLURRY SEAL, AND MICROSURFACING**

A Cape Seal consists of a Chip Seal (Seal Coat) overlaid with slurry seal, and shall conform to the provisions of Section 37, "Bituminous Seals," of the Standard Specifications, this Section 37, "Cape Seal, Slurry Seal, and Microsurfacing" of these Special Provisions, and the directions of the Engineer.

The Contractor's attention is directed to Section 13, "Water Pollution Control," of these Special Provisions. The Contractor shall take precautions such that no asphaltic emulsion or screenings are allowed to enter streams and waterways near the Project during the course of the work.

**The Contractor's attention is further directed to the fact that the Contractor is required to make arrangements with water suppliers prior to commencement of work in the following areas to obtain an adequate water supply.**

The following tables list the streets to be cape or slurry sealed and includes the approximate square yardage of each street. The estimated quantities provided are for informational purposes only and the County makes no guarantee of the actual square yardage of cape or slurry seal required for each street. Prior to commencing any cape or slurry seal operations, the Contractor and the Engineer shall inspect the location of all traffic stripes and pavement markings to be replaced with thermoplastic or painted stripes, pavement markers, or thermoplastic or painted pavement markings.

<b>BURLINGAME HILLS AREA</b>			
<b>Road Name</b>	<b>Begin Location</b>	<b>End Location</b>	<b>Area (SY)</b>
CANYON RD	SKYLINE BLVD	COUNTY BOUNDARY NORTH OF SUMMIT DR	16,072.0
CANYON RD (BUR ROW)	COUNTY BOUNDARY NORTH OF SUMMIT DR	EASTON DR	899.6
		<b>Cape Seal, Total</b>	<b>16,971.6</b>

<b>DALY CITY AREA</b>			
<b>Road Name</b>	<b>Begin Location</b>	<b>End Location</b>	<b>Area (SY)</b>
EIGHTY-SEVENTH (87TH) STREET	PARK PLAZA DRIVE	SULLIVAN ST	10,462.2

WASHINGTON STREET	EIGHTY-SEVENTH STREET	ANNIE STREET	10,208.9
		<b>Slurry Seal, Total</b>	<b>20,671.1</b>

<b>SAN MATEO HIGHLANDS AREA</b>			
<b>Road Name</b>	<b>Begin Location</b>	<b>End Location</b>	<b>Area (SY)</b>
LEXINGTON AVE	BUNKER HILL DRIVE	TICONDEROGA DRIVE	13,626.7
		<b>Slurry Seal, Total</b>	<b>13,626.7</b>

<b>HARBOR/INDUSTRIAL AREA</b>			
<b>Road Name</b>	<b>Begin Location</b>	<b>End Location</b>	<b>Area (SY)</b>
ELMER STREET	COUNTY BOUNDARY AT O'NEILL AVE	HARBOR BLVD	3,154.0
INDUSTRIAL ROAD	HARBOR BLVD	CNTY BNDRY S/ HARBOR	2,597.0
		<b>Slurry Seal, Total</b>	<b>5,751.0</b>

<b>NORTH FAIR OAKS AREA</b>			
<b>Road Name</b>	<b>Begin Location</b>	<b>End Location</b>	<b>Area (SY)</b>
FIFTH (5TH) AVENUE (EAST SIDE RD)	WAVERLY AVE	301 5TH AVE	3,893.3
FIFTH (5TH) AVENUE (WEST SIDE RD)	WAVERLY AVE	301 5TH AVE	3,850.0
FIFTH (5TH) AVENUE	301 5TH AVE	RAILROAD TRACKS	12,085.3
FIFTH (5TH) AVENUE	RAILROAD TRACKS	CO BOUNDRY S/O SPRING ST	5,312.0
FIFTH (5TH) AVENUE (RWC ROW)	CO BOUNDRY S/O SPRING ST	SPRING ST	906.7
SPRING ST	2ND AVE	DOUGLAS AVE	8,799.1
SPRING ST (COUNTY)	DOUGLAS AVE	WILLOW ST	3,268.0
SPRING ST (RWC ROW)	DOUGLAS AVE	WILLOW ST	3,268.0
		<b>Slurry Seal, Total</b>	<b>41,382.4</b>

<b>MENLO OAKS AREA</b>			
<b>Road Name</b>	<b>Begin Location</b>	<b>End Location</b>	<b>Area (SY)</b>
RINGWOOD AVE	BAY RD	CNTY BNDRY NE/O MIDDLEFIELD	16,708.0
		<b>Cape Seal, Total</b>	<b>16,708.0</b>

The widths of certain roads to be Cape or Slurry sealed vary, as indicated in the typical roadway sections. It will be necessary to vary the Cape or Slurry Seal widths in order to

fully cover the existing paved surfaces along the roads to be Cape or Slurry Sealed. Cape and Slurry Seal application shall be from edge of pavement, lip of gutter or edge of V-ditch, or as directed by the Engineer.

### 37-1. Cape Seal

A Cape Seal consists of a Chip Seal (Seal Coat) overlaid with Slurry Seal.

Any Cape Seal placed outside the lines and dimensions shown on the Project Plans and which is not authorized by the Engineer in writing, shall not be paid for and shall be at the expense of the Contractor, and no additional compensation will be allowed therefor.

The Contractor will be responsible for any damage to existing curbs, gutters, roadway and driveways (including any bare spots or damaged areas caused as a result of the Contractor's operations or public traffic), and any asphalt concrete or asphaltic emulsion stains, occurring during the course of this Contract. Stains shall be cleaned by sandblasting, or any other method satisfactory to the Engineer. **Asphaltic emulsion and screenings shall be reapplied to bare spots or damaged areas.** The cost of repairing this damage shall be considered as included in the Contract price paid per square yard for Cape Seal, and no additional compensation will be allowed therefor. Such repair work shall include all labor, tools, materials and equipment necessary to re-treat or repair the damaged areas.

Cape Seal will be measured by the square yard. The Contract unit price paid per square yard for Cape Seal shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work necessary to produce and place Cape Seal complete in place, including but not limited to obtaining an adequate water supply, furnishing, placing, maintaining, and removing C6 "LOOSE GRAVEL", C4 "FRESH OIL" and W6 (speed advisory) signs, cleaning paved surfaces, removal of stains, sweeping, asphaltic emulsion, chips, spreading chips, rolling chips, repair work required due to chip loss, sufficient sweeping to remove loose chips, removing and hauling excess chips, disposal of excess chips, and furnishing and applying slurry seal mixture as shown on the plans, and as directed by the Engineer and no additional compensation will be allowed therefore.



### 37-1A. Chip Seal

Chip Seal shall conform to the provisions of Section 37-2, "Chip Seals," of the Standard Specifications, these Special Provisions and the directions of the Engineer.

The Contractor's attention is directed to the provisions for "Maintaining Traffic" under Section 12 of these Special Provisions and Section 37-1.03 of the Standard Specifications. Paragraph four (4) of Section 37-1.03 of the Standard Specifications is amended to require the Contractor to place W6 (20) speed advisory signs regardless of posted speed limits. The Contractor shall furnish, place, maintain and remove C6 "LOOSE GRAVEL" signs and C4 "FRESH OIL" signs, as directed by the Engineer.

Chip Seal to be placed shall consist of an application of rejuvenating polymer modified asphaltic emulsion and a single screening; and shall be applied and finished in conformance with Section 37-2.01C of the Standard Specifications. Chip Sealed surfaces shall be rolled using pneumatic-tired type rollers. A minimum of two (2) pneumatic-tired rollers conforming to the provisions in Section 37-2.01C(4)(d), "Finishing," of the Standard Specifications shall be furnished. Asphaltic emulsion shall be applied such that the Chip Seal is sufficiently cured to ensure that the road may be opened to traffic by 5:00 P.M. or 3:00 P.M. in school areas without damaging the Chip Seal. The lane to be Chip Sealed shall be closed from the time the asphaltic emulsion is applied until the time the Engineer determines the Chip Seal has set sufficiently to be opened to traffic.

The Contractor shall conform Chip Seal to existing concrete valley gutters, concrete curb and gutters, and manholes, monuments, gas and water valves, and any other utility structures within the roadways to be sealed, as directed by the Engineer in the field. Chip Seal that is overlapped on concrete valley gutters, concrete curb and gutters, and manholes, monuments, gas and water valves, and any other utility structures within the roadways to be sealed, shall be cleaned, as directed by the Engineer, at the expense of the Contractor.

Any Chip Seal or asphaltic emulsion placed outside the lines and dimensions shown on the Project Plans, and which is not authorized by the

Engineer in writing, shall not be paid for and shall be at the expense of the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in applying asphaltic emulsion and screenings complete in place for Chip Seal, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract unit price paid per square yard for Cape Seal and no additional compensation will be allowed therefore.

#### 37-1B. Preparation for Cape Seal

**Before any Cape Sealing operations, the Contractor will be required to remove by grinding all existing traffic striping and pavement markings and remove pavement markers, from roadway surfaces, which are to be covered with the Cape Seal. Payment for removal of existing traffic striping, pavement markings, and pavement markers shall be as provided in Section 84, "Traffic Stripes and Pavement Markings" and Section 85, "Pavement Markers and Signs" of these Special Provisions.**

The Contractor is advised of the importance of sweeping the roadway prior to the Cape Seal and Slurry Seal application. The first paragraph of Section 37-2.01C(3), "Surface Preparation," is amended to include:

"The Contractor shall control dust with water or dust palliative as directed by the Engineer. The creation of excessive dust, as determined by the Engineer, is prohibited."

"Full compensation for preparation of surface to be Cape Sealed, including sweeping, shall be considered as included in the Contract unit price paid per square yard for Cape Seal and no additional compensation will be allowed therefore."

#### 37-1C. Rejuvenating Polymer Modified Asphaltic Emulsion

The Contractor's attention is directed to Section 37-2.01C(4)(b), "Applying Asphaltic Emulsions or Asphalt Binder," of the Standard Specifications regarding acceptable weather conditions, pavement temperature and unsuitable workdays. In addition, work shall not be performed under damp conditions, as determined by the Engineer. There will be no additional

compensation for weather delays.

### **Rejuvenating Polymer Modified Asphaltic Emulsion**

The asphaltic emulsion used in the Chip Seal shall be a rejuvenating polymer modified asphaltic emulsion, with a latex polymer, rejuvenating agent and asphalt, and shall conform to the following specifications:

<b>Test on Emulsion</b>	<b>Test Method</b>	<b>Specification</b>
Viscosity @ 122°F (50°C) (SSF)	ASTM D244	50 - 350
Residue, w%, minimum	ASTM D244	65
pH	ASTM E70	2.0 – 5.0
Sieve, w%, maximum	ASTM D244	0.1
Oil Distillate, w%, maximum	ASTM D244	0.5

<b>Test on Residue</b>	<b>Test Method</b>	<b>Specification</b>
Penetration @ 77°F (25°C), minimum	ASTM D5	40
Elastic Recovery on residue by distillation, %, minimum	AASHTO T59, T301 (1,2)	50

#### **Notes:**

- (1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350°F (177°C) plus or minus 10°F (-12°C). Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application.
- (2) Elastic Recovery @ 50°F (10°C): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

### **Material Certification**

1. The Contractor must supply the Engineer with the following certifications of materials accordance with these Special Provisions upon award of the Contract:
  - (a) The Contractor shall submit a certified lab report demonstrating that the material meets the specifications. This lab report must be no more than 45 days old and from an independent professional testing laboratory, accredited in accordance with ASTM D3666.
  - (b) The Contractor must supply a notarized certification from the rejuvenator supplier showing compliance with required rejuvenator agent.

- (c) The Contractor must supply a notarized certification from the polymer supplier showing compliance with required polymer.
- 2. The County may require that the Contractor supply these notarized certifications with each batch of Rejuvenating Polymer Modified Asphaltic Emulsions supplied for the project.
- 3. The County may send random samples to a professional certified testing laboratory of its choice during the course of the project.
- 4. **Should the sample fail to meet the specifications, the County has the option to have the Contractor remove the material that didn't meet the specifications or request an extended warranty for the material.**

Unless otherwise ordered by the Engineer, a sample of the Rejuvenating Polymer Modified Asphaltic Emulsion shall be taken from the spray bar of the distributor truck at mid-load. The sample shall be taken in a half-gallon plastic container.

The Rejuvenating Polymer Modified Asphaltic Emulsion for the chip seal shall not be placed if either the pavement or the air temperature is below forty-five degrees Fahrenheit (45° F), unless waived by the Engineer.

The rate of application shall be between **0.28 and 0.34** gallons per square yard for **Medium (5/16" x No. 8) premium screenings**. Exact application rates will be determined by the Engineer. **Weigh and gallonage tags shall be furnished to the Engineer by the Contractor for all materials delivered to the project including aggregate, and asphaltic emulsion for Chip Seal.**

The areas to which Asphaltic Emulsion has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Full compensation for the Rejuvenating Polymer Modified Asphaltic Emulsion shall be considered as included in the Contract unit price paid per square yard for Cape Seal and no additional compensation will be allowed therefore.

37-1D. Screenings

**Medium (5/16" x No. 8) premium screenings** shall be used for all roads to be chip sealed and shall not be applied until sufficient screenings are on hand to immediately cover asphaltic emulsion or when the atmospheric temperature is below forty-five degrees Fahrenheit (45° F), unless waived by the Engineer.

Grading and quality requirements for the screenings shall conform to the following:

<u>Sieve Size</u>	<u>Percentage Passing</u>
3/8"	100
No. 4	30-60
No. 8	0-15
No. 16	0-5
No. 30	0-3
No. 200	0-2

<u>Tests</u>	<u>California Tests</u>	<u>Requirements</u>
Los Angeles Rattler Loss at 100 Rev. (max.)	211	10%
Los Angeles Rattler Loss at 500 Rev. (max.)	211	40%
Film Stripping (max.)	302	25%
Cleanness Value (min.)	227	80

Anionic screenings or screenings approved by the Engineer shall be applied at a rate of between sixteen (16) and twenty-five (25) pounds per square yard for Medium (5/16" x No. 8) premium screenings. The exact rate of application will be determined by the Engineer.

If the results of the aggregate grading test do not meet the gradation specified in the Standard Specifications, the Chip Seal represented by such test shall be removed.

If the result of the Cleanness Value test is below 80, the Chip Seal represented by such test shall be removed.

No single aggregate grading or Cleanness Value test shall represent more than 300 tons or one day's production, whichever is smaller.

A recent certificate of compliance shall be submitted for all materials submitted.

Operate the spreader at speeds slow enough to prevent aggregate from

rolling over after dropping.

The Contractor's chip spreader shall follow within fifty feet (50') of the Contractor's emulsion operation at all times, except that the emulsion operation shall not be more than twenty-five (25') ahead of the chip spreader in road sections that are superelevated. Emulsion applied to superelevated sections of the road shall be covered by a single pass of the chip spreader to prevent emulsion runoff and subsequent chip loss. Superelevated sections of the existing roadway which cannot be covered with chips in a single pass of the chip spreader, due to the roadway width or configuration, shall receive multiple passes from the emulsion distributor and chip spreader along the length of the superelevation. Where multiple passes are required to cover the road width, the emulsion on the subsequent application shall be applied one foot (1') wider than the chips from the previous application to provide for a satisfactory joint between chip applications.

In the event of the Contractor's operations results in the emulsion breaking prior to satisfactory application of screenings, if emulsion is lost around superelevated sections of the road prior to the application of screening, or not enough emulsion is placed on the road to adhere the screenings, the Contractor shall be required to perform repair work, as required by the Engineer. Said repair work shall be at the Contractor's expense and included in the price paid per square yard for the Cape Seal. The Contractor shall not be allowed additional compensation for repair work and **will not be allowed to Slurry Seal** the roads until such repairs to the Chip Sealed roads are made.

The Contractor shall have a standby vehicle containing rock chip screenings available at all times for repairing the surface of the Chip Seal at locations where the Sealed surface is damaged by traffic before it sets up and/or at locations where full width chip coverage of existing roadway surfaces has not been obtained to the satisfaction of the Engineer.

**Any excess screenings which remain on the newly Chip Sealed roadway, or are deposited into gutters, roadside ditches and/or any other areas outside the Project shall be removed by the Contractor at the Contractor's expense and shall become the property of the Contractor and shall be disposed of outside of the Highway Right-of-Way in conformance**

with the provisions of Section 5-11, “Disposal of Material Outside the Highway Right-of-Way,” of these Special Provisions. All Chip Sealed roads shall be swept one day after completion of the Chip Seal to remove excess chips. The Chip Sealed roads shall be swept as many times as necessary to remove excess chips from the roadway. Pickup broom/mobile type sweepers shall be used to remove excess chips from the roadway. If necessary, more than one sweeper shall be used such that excess chips are removed from the roadway the following day after the Chip Seal was applied. Kick brooms or sidewinder sweepers that windrow material and do not remove it shall not be used in removing excess chips from the roadway. However, kick brooms or sidewinder sweepers may be used in the preparation of the roadway for the Chip Seal and during the application of the Chip Seal for preparation of Chip Seal seams.

**Spreading** – Section 37-2.01C(4)(c), “Spreading Aggregates,” is amended to include:

Where it is impractical to use a self-propelled chip spreader, the Contractor may use a truck-mounted chip spreader or other means, as approved by the Engineer, capable of spreading chips uniformly at the rate determined by the Engineer. The Engineer shall have the authority to order the Contractor to discontinue the use of equipment that does not satisfactorily spread screenings.

Full compensation for the screenings shall be considered as included in the Contract unit price paid per square yard for Cape Seal, and no additional compensation will be allowed therefore.

### 37-2. Slurry Seal

Slurry Seal shall conform to the provisions of Section 37-3, “Slurry Seals and Micro-Surfacings,” of the Standard Specifications, these Special Provisions and the directions of the Engineer. The Contractor’s attention is directed to Section 37-3, “Slurry Seals and Micro-Surfacings,” for additional provisions specific to the particular slurry seal applications.

Asphaltic emulsion shall be applied such that the Slurry Seal is sufficiently cured to ensure that the road may be opened to traffic by 5:00 P.M. or 3:00 P.M. in school areas) without damaging the Slurry Seal. The lane to be Slurry Sealed shall be closed from the time the slurry seal is applied until the time the Engineer

determines the slurry seal has set sufficiently to be opened to traffic.

Slurry Seal aggregate shall be Type II and shall conform to the provisions of Section 37-3.01B(2), "Aggregate," of the Standard Specifications.

Asphaltic Emulsion used for Slurry Seal shall be Grade PMCQS-1h cationic, and shall conform to the following required specifications, or as directed by the Engineer.

Test on Emulsion	Test Method	Typical Results	Specification	
			Min.	Max.
Viscosity @ 77°F (25°C) (SSF)	ASTM D244	22	15	100
Sieve Test, %	ASTM D244	0.1	-----	0.01
Residue by Distillation, %	ASTM D244	61.5	57.0	
Particle Charge Test	ASTM D244	-----	Positive	
Test on Residue from Distillation Test	Test Method	Typical Results	Specification	
			Min.	Max.
Penetration, @ 77°F (25°C), dmm	ASTM D5	52	15	90
Ductility, @ 77°F (25°C), dmm	ASTM D113	100+	40	-----
Solubility in TCE, w%	ASTM D2042	99+	97.5	-----

**Notes:**

- (1) Torsional Recovery at 22%.
- (2) The contractor must supply a notarized certification from the polymer supplier, showing compliance with above, to the Engineer.

Proportioning shall conform to the provisions of Section 37-3.01C(2), "Proportioning," of the Standard Specifications and these Special Provisions. Asphaltic emulsion shall be added at a rate of fifteen percent (15%) by weight of the dry aggregate. The exact rate will be determined by the Engineer. Placing shall conform to the provisions in Section 37-3.02(C)(4), "Placement," of the Standard Specifications and these Special Provisions. Slurry seal shall not be placed when the atmospheric temperature is below 50° F or during unsuitable weather. Any slurry seal placed outside the lines and dimensions shown on the Plans which is not authorized by the Engineer in writing shall not be paid for and



shall be at the expense of the Contractor.

Slurry seal shall be spread at a rate of twelve (12) to fifteen (15) pounds of dry aggregate per square yard. The exact rate will be determined by the Engineer. **Weigh and gallonage tags shall be furnished to the Engineer by the Contractor for all materials delivered to the Project for Slurry Seal, including aggregate and asphaltic emulsion. Engineer may withhold payment for Slurry Seal work until Contractor supplies Engineer with weigh and gallonage tags for all materials delivered to Project.**

The Contractor's attention is directed to Section 13, "Water Pollution Control," of these Special Provisions. The Contractor shall take precautions such that no asphaltic emulsion, screenings, or slurry seal are allowed to enter streams and waterways near the Project during the course of the work.

The Contractor shall be responsible for any damage or stains to existing striping and pavement markers, curbs and gutters, and roadways and driveways that occur during the course of this Contract. Stains will be cleaned by the sandblasting, or any other method satisfactory to the Engineer. Damage or stains caused by the Contractor's operations shall be repaired or replaced by the Contractor at his expense and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor shall conform slurry seal to existing manholes, gas and water valves, monuments, concrete valley gutters and concrete curbs and gutters, and as directed by the Engineer in the field. Slurry seal that is overlapped on manholes, gas and water valves, monuments, concrete valley gutters and concrete curbs and gutters shall be removed at the Contractor's expense, and no additional compensation will be allowed therefore. **The Contractor shall immediately remove any excess slurry from the gutters or from other areas that are to be kept free from slurry. The Contractor shall not continue to the next street for slurry sealing until all excess slurry is removed to the satisfaction of the Engineer.**

These Specifications apply to the material requirements of a stable mixture of emulsified asphalt, mineral aggregate, and water, which mixture is intended to be used as a Slurry Seal treatment of existing paved surfaces.

**Before any Slurry Sealing operations, the Contractor will be required**

**to remove by grinding all existing traffic striping and pavement markings and remove pavement markers from all roadway surfaces that are to be covered with Slurry Seal. Payment for removing existing traffic striping, pavement markings, and pavement markers shall be as provided in Section 84, “Traffic Stripes and Pavement Markings” and Section 85, “Pavement Markers and Signs” of these Special Provisions.**

Prior to placing Slurry Seal, the streets shall be cleaned by the Contractor by sweeping with **pickup broom/mobile type sweepers** with water spray bars to reduce dust. The Engineer shall approve of the type of sweeper to be used. If necessary, more than one sweeper shall be used. Completion of sweeping shall be evidenced by the absence of all loose particles of paving, dirt and other extraneous material, on the roadway, in the gutters, and other affected areas. If needed, all areas shall be swept a second time or more if necessary in the same manner or as directed by the Engineer prior to placing the Slurry Seal. **All streets shall be swept by the Contractor two (2) days after completion of the Slurry Seal to remove any loose aggregate.** The Contractor shall perform additional sweeping after placement of the Slurry Seal to ensure that any loose aggregate is removed, at the direction of the Engineer.

Whenever possible, joints shall coincide with lane lines or in the center of the lane. In no case will ridges be allowed in the normal wheel track of vehicles. The forward speed of the slurry spreader shall be adjusted to eliminate corrugations or surface irregularities in the Slurry Seal, which are caused by excessive speed. Slurry Seal applied over existing road surface will be measured by the square yard. Section 37-3.02D, “Payment”, of the Standard Specifications shall not apply to this item.

The Contract unit price paid per square yard for this item, “Slurry Seal,” shall include full compensation for all preparatory and finishing street work, including but not limited to obtaining an adequate water supply from others, cleaning and sweeping pavement surfaces, protection of existing improvements from asphaltic emulsion or slurry seal stains, furnishing and applying slurry seal mixture, and all labor, materials, tools, equipment and incidentals necessary for doing all work involved on slurry sealing roadways, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as

directed by the Engineer, and no additional compensation will be allowed therefore. The cost of Slurry Seal applied as part of Cape Seal shall be considered as included in the Contract unit price paid for "Cape Seal," and no additional compensation will be allowed therefore.

### 37-3. Crack Seal

This item shall consist of sealing the existing transverse and longitudinal cracks and joints and random cracks in bituminous pavements in accordance with these Special Provisions.

All streets identified in the Project Plans to receive a Cape Seal shall be crack sealed in advance.

Immediately prior to the application of the crack seal material, all vegetation shall be removed and those cracks and joints shall be cleaned to the satisfaction of the Engineer.

No sealant material shall be installed until all cracks and joints to be sealed have been inspected and approved by the Engineer. The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints. Joints and cracks shall be filled flush with the surface and the width does not exceed 2" beyond crack edges. All overbanding shall be kept to a minimum. After the sealant has cooled, settling shall not exceed 3/8" below the surface.

#### 37-3.01 Quality Assurance

Hot-applied crack treatment material must be sampled at least once per project in the Engineer's presence. Collect two 3-pound minimum samples of crack treatment material from the dispensing wand into silicone release boxes.

#### 37-3.02 Materials

The crack treatment material must comply with the requirements shown in the following table:

### Crack Treatment Material

Quality Characteristic <sup>a</sup>	Test Method <sup>b</sup>	Requirement				
		Type 1	Type 2	Type 3	Type 4	Type 5
Softening point (min, °C)	ASTM D36/D36M	102	96	90	84	84
Cone penetration at 77 °F (max)	ASTM D5329	35	40	50	70	90
Resilience at 77 °F, unaged (%)	ASTM D5329	20–60	25–65	30–70	35–75	40–80
Flexibility <sup>c</sup> (°C)	ASTM D3111	0	0	0	-11	-28
Tensile adhesion (min, %)	ASTM D5329	300	400	400	500	500
Specific gravity (max)	ASTM D70	1.25	1.25	1.25	1.25	1.25
Asphalt compatibility	ASTM D5329	Pass	Pass	Pass	Pass	Pass
Sieve test (% passing)	See note d	100	100	100	100	100

<sup>a</sup>Cold-applied crack treatment material residue collected under ASTM D6943, Method B and sampled under ASTM D140 must comply with the grade specifications.

<sup>b</sup>Except for viscosity, cure each specimen at a temperature of  $23 \pm 2$  °C and a relative humidity of  $50 \pm 10$  percent for  $24 \pm 2$  hours before testing.

<sup>c</sup>For the flexibility test, the specimen size must be  $6.4 \pm 0.2$  mm thick by  $25 \pm 0.2$  mm wide by  $150 \pm 0.5$  mm long. The test mandrel diameter must be  $6.4 \pm 0.2$  mm. The bend arc must be 180 degrees. The bend rate must be  $2 \pm 1$  seconds. At least 4 of 5 test specimens must pass at the specified test temperature without fracture, crazing, or cracking.

<sup>d</sup>For hot-applied crack treatment, dilute with toluene and sieve through a no. 8 sieve. For cold-applied crack treatment, sieve the material as-received through a no. 8 sieve. If the manufacturer provides a statement that added components passed the no. 16 sieve before blending, this requirement is void.

Crack treatment material must be delivered to the job site with the information listed below. If crack treatment material is delivered to the job site in containers, each container must be marked with the following information.

1. Manufacturer's name
2. Production location
3. Brand or trade name
4. Designation
5. Crack treatment trade name
6. Batch or lot number
7. Maximum heating temperature
8. Expiration date for cold application only

Hot-applied crack treatment must be delivered to the job site premixed in cardboard containers with meltable inclusion liners or in a fully meltable package. Cold-applied crack treatment must have a minimum shelf life of 3 months from the date of manufacture.

Sand applied to tacky crack treatment material must be clean, free of clay,

and comply with the gradation shown in the following table:

Sand Gradation	
Sieve size	Percent passing
No. 4	100
No. 50	0–30
No. 200	0–5

### 37-3.03 Construction

Treat cracks from  $\frac{1}{4}$  to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch as ordered. Filling cracks wider than 1 inch is change order work.

For a traffic lane adjacent to a shoulder, treat the cracks on the shoulder.

For hot-applied crack treatment material, rout cracks or saw cut to form a reservoir.

Cracks must be clean and dry before treating. Before treating, blast cracks with oil-free compressed air at a pressure of at least 90 psi.

If the pavement temperature is below 40 degrees F or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly on the pavement.

Heat and apply hot-applied crack treatment material under the manufacturer's instructions.

Apply cold-applied crack treatment material with a distributor kettle, a piston, or a diaphragm barrel pump that can deliver from 50 to 75 psi. The application line must have a pressure gauge and a filter. The pressure in the application line must not exceed 20 psi. The pressure gauge must have a regulator. Use a high-pressure hose with a  $\frac{1}{2}$ -inch National Pipe Tapered (NPT) Thread swivel connection and a dispensing wand.

Apply crack treatment with a nozzle inserted into the crack. Fill the crack flush. If after 2 days the crack treatment is more than  $\frac{1}{4}$  inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.

Immediately remove crack treatment material that is spilled or deposited on the pavement surface.

**The contractor shall not apply slurry seal or cape seal on any roads a minimum of one (1) week after the crack seal has been applied.**

Before opening to traffic, apply sand or the manufacturer's recommended

detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic.

**Contractor shall inspect roads to assess amount of crack sealing that may be required.**

37-3.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning, furnishing, applying crack seal, maintaining, and removal and disposal of vegetation, as specified herein and as directed by the Engineer, shall be considered as included in the Contract lump sum price for this item, "Crack Seal," and no additional compensation will be allowed therefore.

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

**END OF SECTION**

## SECTION 38.

### MICROSURFACING

Microsurfacing is a mixture of polymer-modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface in accordance these specifications. The mix should be capable of being spread in variable thick cross-sections (wedges, ruts, scratch courses and surfaces), which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. The end product should maintain a skid-resistant surface (high wet friction coefficient) in variable thick sections throughout the service life of the microsurfacing. Within two (2) hours after placement, microsurfacing must be set enough to allow traffic without pilot cars. Protect the microsurfacing from damage until it has set and will not adhere or be picked up by vehicle tires. Microsurfacing must not exhibit distress from traffic such as bleeding, raveling, separation or other distresses. **Microsurfacing is designated only for work located along Alameda De Las Pulgas** in the Sequoia Tract area as outlined in table shown below.

SEQUOIA TRACT AREA			
Road Name	Begin Location	End Location	Area (SY)
ALAMEDA DE LAS PULGAS	WOODSIDE RD	STOCKBRIDGE AV	13,416.0
		<b>Cape Seal, Total</b>	<b>13,416.0</b>

#### A. Emulsified Asphalt

General - The emulsified asphalt shall be homogenous and shall be a quick- traffic, polymer-modified cationic asphalt emulsion conforming to the requirements of Section 94 "Asphaltic Emulsions" of the State Standard Specifications and respected revisions.

The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. The laboratory performing the mix design shall determine the minimum amount and type of polymer modifier. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion

supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

Quality Tests – For a microsurfacing emulsion, the authorized laboratory must perform quality control sampling and testing at the specified frequency and location for the quality characteristics shown in the following table:

Microsurfacing Emulsion			
Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Tests on emulsion:			
Saybolt Furol Viscosity, at 25°C (Saybolt Furol seconds)	AASHTO T 59	Minimum 1 per day per delivery truck	Delivery truck
Storage stability, 1 day (max, %) <sup>a</sup>			
Sieve test (max, %)			
Residue by evaporation (min, %)	California Test 331	Minimum 1 per day per delivery truck	Delivery truck
Tests on residue from evaporation test:			
Penetration at 25 °C	AASHTO T 49	Minimum 1 per day per delivery truck	Delivery truck
Softening point (min, °C)	AASHTO T 53		
<sup>a</sup> Storage stability test will be run if the storage exceeds 48 hours			

Department Acceptance - For micro-surfacing emulsions, acceptance is based on the Department's sampling and testing for compliance with the requirements shown in the following table:

<b>Microsurfacing Emulsion Acceptance Criteria</b>		
<b>Quality characteristic</b>	<b>Test method</b>	<b>Requirement</b>
Tests on emulsion:		
Saybolt Furol Viscosity at 25°C (Saybolt Furol seconds)	AASHTO T 59	15–90
Sieve test (%)	AASHTO T 59	0.30
Storage stability, 1 day (max, %)	AASHTO T 59	0–1
Settlement <sup>a</sup> , 5 days (max, %)	ASTM D244	5
Residue by evaporation (min, %)	California Test 331	62
Tests on residue by evaporation:		
Penetration at 25°C	AASHTO T 49	40–90
Softening point (min, °C)	AASHTO T 53	57
<sup>a</sup> Settlement test on emulsion is not required if used within 48 hours of shipment.		



Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

**B. Aggregate**

General - The mineral aggregate shall be Type II. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. The material shall be free from vegetable matter and other deleterious substance. All aggregate shall be free of caked lumps and oversize particles. The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance requirements of these specifications when tested in conformance with the respective California Tests. Application rate rates shall be twenty-five (25) pounds of aggregate per square yard and rate shall not vary by more than 10% maximum.

Quality Tests - When tested according to the following tests, the aggregate (excluding mineral filler) should meet these requirements:

<b>Aggregate Acceptance Criteria</b>		
<b>Quality characteristic</b>	<b>Test method</b>	<b>Requirement</b>
Los Angeles Rattler loss (max, %) At 500 revolutions	California Test 211 <sup>a</sup>	35
Percent of crushed particles (min, %)	California Test 205	95
Durability (min)	California Test 229	65
Sand equivalent (min) Type II	California Test 217	65
<sup>a</sup> California Test 211 must be performed on the aggregate before crushing. The aggregate supplier must certify that the crushed aggregate being used on the project is manufactured from the source aggregate complying with the LA rattler requirements.		

If the results of the Sand Equivalent test for aggregate do not meet the specified

requirement, the microsurfacing represented by the test shall be removed.

Grading - The aggregate shall be Type II and the percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Sieve Size	Type II Percent Passing	Stockpile Tolerance +/-
3/8	100	
#4	94-100	5%
#8	65-90	5%
#16	40-70	5%
#30	25-50	5%
#200	5-15	2%

The job mix (target) gradation shall be within the gradation band. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still remain within the gradation band. If the results of the aggregate grading do not meet the specified gradation, the microsurfacing represented by the test shall be removed.

Mineral Filler - If a mineral filler is used, it must be type I or type II Portland cement. A mineral filler used during mix design must be used during production.

Water - The water shall be potable and free of harmful soluble salts or reactive chemicals and any other contaminants. It shall be of such quality that the asphalt will not separate from the emulsion before the microsurfacing is in place on the pavement.

Additive - Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

### C. Mix Design

General - At least 7 days before the work commences, the contractor shall submit an approved mix design covering the specific materials to be used on the project. This design will be performed by a laboratory, which has experience in designing microsurfacing. International Slurry Surfacing Association can provide a list of laboratories experienced in microsurfacing design. After the mix design has been approved, no substitution will be permitted, unless approved by the Engineer. **Should the sample fail to meet the specifications, the County has the option to have the Contractor remove and replace the material that didn't meet the specifications or request a 4-year extended warranty for the material.**

Mix Design - The contractor shall submit for approval a complete mix design prepared and certified by a laboratory. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. The micro-surfacing mix design must have the material proportion limits shown in the following table:

<b>Microsurfacing Mix Design Proportion Limits</b>	
<b>Material</b>	<b>Proportion limits</b>
Micro-surfacing emulsion asphalt residual content (% of dry weight of aggregate)	5.5–10.5
Water and additives	As Required
Mineral filler (% of dry weight of aggregate)	0–3

The micro-surfacing mix design must comply with the requirements shown in the following table:

<b>Microsurfacing Mix Design Requirements</b>		
<b>Quality characteristics</b>	<b>Test method<sup>a</sup></b>	<b>Requirement</b>
Wet cohesion At 30 minutes (set) (min, kg-cm) At 60 minutes (traffic) (min, kg-cm)	Technical Bulletin 139	12 20
Excess asphalt (max, g/m <sup>2</sup> )	Technical Bulletin 109	540
Wet stripping (min, %)	Technical Bulletin 114	90
Wet track abrasion loss 6-day soak (max, g/m <sup>2</sup> )	Technical Bulletin 100	810
Displacement Lateral (max, %) Specific gravity after 1000 cycles of 57 kg (max)	Technical Bulletin 147A	5 2.10
Classification compatibility (min, grade points)	Technical Bulletin 144	(AAA, BAA) 11
Mix time at 25°C (min)	Technical Bulletin 113	Controllable to 120 seconds
<sup>a</sup> Test methods are by the International Slurry Surfacing Association.		

The mixing test and set-time test should be checked at the highest temperatures expected during construction. The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate. All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

<b>Component Material</b>	<b>Limits</b>
Residual Asphalt	5.5 to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and emulsion solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100°F. This 100°F mixing report will not be required for projects requiring nighttime application. The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project. Once the Engineer approves the mix design, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the Engineer has approved the mix design for those materials. The Contractor shall furnish an aggregate moisture determination from the stockpile prior to placing the microsurfacing and shall be retested if weather conditions have changed the aggregate moisture content appreciably. Aggregate

moisture will be accounted for in determining the aggregate bitumen ratio to be used during placement. Portable acetylene moisture determination kits will be allowed for determining moisture contents. The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with these specifications, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

Aggregate, mineral filler, emulsion, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

Rate of Application - The microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the contractor and witnessed by the Engineer, shall be  $25 \text{ lb/yd}^2 \pm 10\%$ .

#### D. Equipment

General - All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. The machine shall be specifically designed and manufactured to lay microsurfacing. Production and spreading of microsurfacing should follow the Material Plant Quality Program (MPQP), formerly California Test Method 109.

Auxiliary Equipment - The contractor as necessary to perform the work shall provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment.

#### E. Calibration

General - Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to construction. Previous calibration

documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

F. Weather Limitations

General - Only place microsurfacing if both the pavement and air temperatures are at least 50°F and rising. Do not place microsurfacing if rain is imminent or the air temperature is expected to be below 36° F within 24 hours after placement.

G. Surface Preparation

General - Immediately prior to applying the microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. Water shall not be used for cleaning unless approved by the Engineer. Even then, no water will be allowed to enter the storm drain system. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the microsurfacing by a suitable method. The Engineer shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

Immediately preceding the seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on and adjacent to the pavement that would allow the entry of the sealing materials; mask with roofing paper, all closed manhole covers, water and gas valve box covers, monuments, monument boxes, etc.; and remove all existing raised pavement markers, thermoplastic pavement markings. Drainage inlets shall be uncovered and cleaned to the satisfaction of the Engineer as soon as the seal sets. The other surface utilities shall be uncovered and cleaned the following day after completion of the slurry seal at each location. If they are not uncovered within this time frame, no additional seal shall be placed until they are uncovered. Gutters, curbs, sidewalks, driveways, shoulders and other structures adjacent to the pavement to be microsealed shall be cleaned of excess seal to the satisfaction of the Engineer. Asphalt pavement, concrete curb, gutter,

sidewalk, and other concrete surface structures along existing County streets damaged by the Contractor's operations, including but not limited to walkways, lawns and other landscaping, fences, gates, driveways, walls and mailboxes shall be replaced in kind by the Contractor. Full compensation for protecting and repairing property as specified herein shall be considered as included in the price paid for other items of work, and no additional compensation will be allowed, therefore.

#### H. Application

**General - A test strip shall be placed in conditions similar to those expected to be encountered during the project. The microsurfacing shall be of the desired consistency upon leaving the mixer.** A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half ( $\frac{1}{2}$ ) inch wide and four (4) inches long, or one inch (1) wide and three (3) inches long, in any 29.9 yd<sup>2</sup> (25 m<sup>2</sup>) area. No transverse ripples or longitudinal streaks of one-fourth ( $\frac{1}{4}$ ) inch in depth (6.4 mm) will be permitted, when measured by placing a ten (10) foot (3m) straight edge over the surface.

Transverse and longitudinal joints must be:

1. Uniform
2. Straight
3. Neat in appearance
4. Without material buildup
5. Without uncovered areas

Transverse joints must be butt-type joints. Prevent double placement at transverse joints over previously placed microsurfacing.

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 4 inches



The maximum difference between the pavement surface and the bottom edge of a 12-foot straightedge placed perpendicular to the longitudinal joint must be 0.04 foot.

Mix Stability - The microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying microsurfacing material.

Handwork - Areas, which cannot be reached with the mixing machine, shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type of finish as applied by the spreader box shall be required.

Lines - Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than  $\pm 2$  inches ( $\pm 50$  mm) horizontal variance in any 96 feet (30m) of length.

Cleanup - All areas, such as man-ways, gutters, and intersections, shall have the microsurfacing mix removed as specified by the Engineer. The contractor shall, on a daily basis, remove any debris associated with the performance of the work.

Loose aggregate remaining after the microsurfacing has set shall be swept up and disposed of the day after it was placed. All streets shall be re-swept two weeks and again six weeks after the completion of the microsurfacing to remove any loose aggregate.

#### I. Testing

Samples of the microsurfacing will be taken directly from the slurry unit(s) at a

minimum rate of one sample per mixing unit per each day's use. Consistency and residual asphalt content tests shall be made on the samples and compared to the specifications. **Tests will be run by the contractor and at the expense of the contractor and results provided to the Engineer. If the test on the mix fails, the County has the option to have the Contractor remove and replace the material that didn't meet the specifications or request a 4-year extended warranty for the material.**

When tests for an area indicate that the application is outside the specified limits, then one of the following remedies shall be applied unless approved otherwise by the Engineer, in writing:

1. A deduction shall be made from the bid amount paid per square yard for the area.
- or
2. The area shall receive an additional microsurfacing seal at the Contractor's expense.

Microsurfacing shall be spread in the direction of traffic or in the opposite direction. Keep hand tools available to remove spillage.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in applying microsurfacing, including but not limited to obtaining an adequate water supply from others, cleaning and sweeping pavement surfaces, protection of existing improvements from asphaltic emulsion or microsurfacing stains, furnishing and applying microsurfacing mixture, and all labor, materials, tools, equipment and incidentals necessary for doing all work involved in microsurfacing Alameda De Las Pulgas, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract unit price paid per square yard for Microsurfacing and no additional compensation will be allowed, therefore.

**END OF SECTION**

**SECTION 39.**  
**ASPHALT CONCRETE (TYPE A HMA)**

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

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

Asphalt concrete to be used for roadway area, as shown on the Plans and as designated by the Engineer, shall be Type A HMA, 3/4" maximum.

Reference is made to section 39-2.03A, "Testing" of the Standard Specifications and the Contractor is advised that any section of pavement that do not meet the minimum compaction requirements will have a reduced payment factor as set forth in the Standard Specifications, as referenced by these Special Provisions, and as directed by the Engineer.

The amount of asphalt binder to be mixed with the aggregate shall be between five percent (5%) and six percent (6%) by weight of dry aggregate. The exact amount of asphaltic binder to be mixed with the aggregate shall be as determined by the Engineer.

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

The Contractor will be responsible for any damage to existing curbs, gutters, sidewalks, and driveways. Any asphalt concrete or asphaltic emulsion stains occurring during the course of this Contract will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage shall be considered as included in the Contract unit price paid per square yard for the Contract items, "Pavement Repair (Type A, 3/4" Maximum)," and "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum) with Mirafi MTK Paving Fabric (or Approved Equal)," and no additional compensation will be allowed therefore.

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 items, "Pavement Repair (Type A, 3/4" Maximum)," and "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum) with Mirafi MTK Paving Fabric (or Approved Equal)," and no additional compensation will be allowed therefore.

The cost of aggregate, asphalt binder, and liquid asphalt shall be included in the Contract unit price paid per square yard for the Contract item, "Pavement Repair (Type A, 3/4" Maximum)," and "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum) with Mirafi MTK Paving Fabric (or Approved Equal)," and no additional compensation will be allowed therefore.

#### 39-1. Compaction Testing

New asphalt concrete (Type A, maximum) 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, 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 the "Reduced Payment Factors for Percentage of Maximum Theoretical Density" Table in Section 39-2.01A(4)(i)(ii) of the Standard Specifications. 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. 3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)

The 3" Asphalt Concrete Pavement Mill and Fill repair shall conform to the applicable provisions of Sections 19-1.03, "Grade Tolerance," and 19-2.07, "Selected Material," of the Standard Specifications and these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete to be used shall be Type A, 3/4" maximum; and, including furnishing, spreading and compacting, shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications, except for payment, and Section 39, "Asphalt Concrete," and Section 39-2, "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)," of these special provisions, and shall be included in the contract unit price paid per square yard for this item, "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)," and no separate payment will be allowed therefore.

Contractor shall submit for approval a Mirafi MTK Paving Fabric (or Approved Equal) submittal, and as outlined in the following Technical Data Table

<b>Mirafi MTK Paving Fabric (or Approved Equal) Design Requirements</b>			
<b>Property<sup>1</sup></b>	<b>Test method</b>	<b>Units</b>	<b>MARV</b>
Grab tensile strength	ASTM D4632	Lbs (N)	160 (712)
Grab tensile elongation	ASTM D4632	%	60
Puncture strength	ASTM E154	lbs (N)	200 (890)
Permeance	ASTM E96 method B	perms	0.05 max
Strip tensile	ASTM D882	lbs/in (kN/m)	50 (8.8)
Strip elongation	ASTM D882	%	50
Melting point	ASTM D276	F ° (C °)	325 (163)
Pliability	ASTM D146 1/4" mandrel 180° @ -25 ° F	-	No cracks in fabric or rubberized asphalt
Thickness	ASTM D1777	Mils (mm)	65 (1.7)

<sup>1</sup>Testing performed on composite

**The mill and fill pavement repair shall be 3 inches deep below existing roadway surface, with a layer of Mirafi MTK Paving Fabric (or Approved Equal) placed at the bottom of the full width of the milled area. At locations where multiple panels are required to cover the entire milled area, the paving fabric shall be overlapped at 6 inches for all adjacent panels.**

No excavation shall be left open during non-working hours unless specifically authorized, in writing, by the Engineer. Roadway areas from which surfacing and base material has been removed shall be backfilled to the level of

the adjacent undisturbed paved surfaces, as approved by the Engineer, prior to the time public traffic is allowed thereon.

Prior to construction, the Engineer will delineate the outside edges of the 3" mill and fill pavement repair areas.

Placing asphalt concrete material shall be in conformance with the provisions of Section 39-6, "Spreading and Compacting," of the Standard Specifications.

Prior to placement of asphalt concrete, the outside edges of the pavement repair areas, as shown on the Plans and as directed by the Engineer, shall be cut using a sawcut blade machine to provide a clean, neat and uniform joint utilizing a method approved by the Engineer, and the base and vertical faces shall receive a tack coat of asphaltic emulsion (Type SS1) conforming to Section 39-4, "Asphaltic Emulsion (Tack Coat)," of these Special Provisions. The cost for furnishing and placing this asphaltic emulsion (tack coat) shall be considered as included in the contract unit price paid per square yard for this item, "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)", and no separate payment will be allowed, therefore.

A full surface area at one (1) foot outside the limits of the mill and fill pavement repair area(s) shall be fog sealed immediately after compacting the asphalt concrete.

The Contractor will be required to take corrective steps, as directed by the Engineer, where the outer limits of mill and fill pavement repair areas are not neat, clean and uniform, as determined by the Engineer. The cost of such corrective steps, including, but not limited to, over-excavation, prior to resurfacing, shall be fully borne by the Contractor, and no additional compensation will be allowed, therefore.

Excavated material 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 7-15, "Disposal of Material outside the Highway Right of Way," of these Special Provisions.

**Contractor shall be aware that pavement reinforcing fabric/petromat may be encountered during this work, and no additional compensation will be allowed for the disposal thereof.**

The subgrade material to remain in place shall be graded to a plane, brought to optimum moisture content, and a relative compaction of not less than ninety percent (90%) shall be obtained for a minimum depth of one foot (1') below the grading plane. Areas of the grading plane that are low as a result of over-excavation shall be filled, at the Contractor's expense, with asphalt concrete.

Any damage, as a result of the Contractor's operations, to pavement and base material that is to remain shall be repaired, or removed and replaced, as directed by the Engineer, with new asphalt concrete by and at the sole expense of the Contractor, and no additional compensation will be allowed therefore. The Engineer shall be the sole judge of the adequacy of the completed remedial work.

The limits of the mill and fill pavement repair to be paid for shall be designated by the Engineer.

The Contract unit price paid per square yard for this item, "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)," shall include full compensation for furnishing all labor, materials (including asphalt concrete, Mirafi MTK Paving Fabric, and asphaltic emulsion), tools, equipment, and incidentals necessary for doing all work involved in milling and filling existing pavement, including, but not limited to, saw-cutting of existing asphalt concrete pavement, excavation, hauling, placing selected material, disposal of excavated material, including any petromat or other paving reinforcing fabric encountered outside of the right of way, subgrade preparation, placing and compacting new asphalt concrete, and fog seal, including sand for fog seal, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed, therefore.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of this item, "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)" required. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

39-3. Pavement Repair (Type A, 3/4" Maximum)

Pavement repair shall conform to the applicable provisions of Sections 19-1.03C, "Grade Tolerance," and 19-2.03D, "Selected Material," of the Standard Specifications and these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete to be used for pavement repair shall be Type A HMA, 3/4" maximum; and, including furnishing, spreading and compacting, shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications, except for payment, and Section 39, "Asphalt Concrete (Type A)," and this Section 39-3, "Pavement Repair (Type A, 3/4" Maximum)," of these Special Provisions, and shall be included in the Contract unit price paid per square yard for this item, "Pavement Repair (Type A, 3/4" Maximum)," and no separate payment will be allowed therefore.

**Pavement Repair shall consist of removing existing asphalt concrete surfacing and underlying base to a depth of six inches (6"), or 0.5-foot, below the existing grade, compacting the subgrade material, applying a tack coat of asphalt emulsion, and backfilling the resultant excavation with new asphalt concrete to match the existing grade at the approximate locations shown on the Plans, and at the locations designated by the Engineer.**

The approximate locations where pavement repair is required are shown on the Plans. Specific areas of pavement repair shall be as marked in the field and as directed by the Engineer. Prior to construction, the Engineer will delineate the outside edges of pavement repair areas throughout the Project. Reference is made to the pavement repair tables found on the Plans for the approximate locations of pavement repair areas.

No excavation shall be left open during non-working hours unless specifically authorized, in writing, by the Engineer. Roadway areas from which surfacing and base material has been removed shall be backfilled to the level of the adjacent undisturbed paved surfaces and/or barricaded, as approved by the Engineer, prior to the time public traffic is allowed thereon.

The compacted lift thickness must not exceed 3 inches, as stipulated in the Standard Specifications, unless waived by the Engineer.



Placing asphalt concrete material shall be in conformance with the provisions of Section 39-2.01C(2), "Spreading and Compacting Equipment," and Section 39-2.01C(3) "Surface Preparation" of the Standard Specifications.

Prior to placement of asphalt concrete, the outside edges of the pavement repair areas, as shown on the Plans and as directed by the Engineer, shall be cut to provide a clean, neat and uniform joint utilizing a method approved by the Engineer, and the base and vertical faces shall receive a tack coat of asphaltic emulsion (Type SS1) conforming to Section 39-4, "Asphaltic Emulsion (Tack Coat)," of these Special Provisions. The cost for furnishing and placing this asphaltic emulsion (tack coat) shall be considered as included in the Contract unit price paid for "Pavement Repair (Type A, 3/4" Maximum)," and no separate payment will be allowed therefore.

The Contractor will be required to take corrective steps, as directed by the Engineer, where the outer limits of pavement repair areas are not neat, clean and uniform, as determined by the Engineer. The cost of such corrective steps, including, but not limited to, over-excavation, prior to microsurfacing/cape sealing/slurry sealing, shall be fully borne by the Contractor, and no additional compensation will be allowed therefore.

Excavated material 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.

The subgrade material to remain in place shall be graded to a plane, brought to optimum moisture content, and a relative compaction of not less than ninety percent (90%) shall be obtained for a minimum depth of one foot (1') below the grading plane. Areas of the grading plane that are low as a result of over-excavation shall be filled, at the Contractor's expense, with asphalt concrete.

Any damage, as a result of the Contractor's operations, to pavement and base material that is to remain shall be repaired, or removed and replaced, as directed by the Engineer, with new asphalt concrete by and at the sole expense of the Contractor, and no additional compensation will be allowed therefore. The

Engineer shall be the sole judge of the adequacy of the completed remedial work.

The limits of pavement repair to be paid for shall be designated by the Engineer. The Contractor is advised that some of the narrower pavement repair areas may not accommodate equipment typically utilized for this operation, and that pavement repair work beyond that designated by the Engineer, even if permitted by the Engineer, shall not be considered as having been authorized by the Engineer and will not be paid for.

The Contract unit price paid per square yard for this item, "Pavement Repair (Type A, 3/4" Maximum)", shall include full compensation for furnishing all labor, materials (including asphalt concrete, asphaltic emulsion), tools, equipment, and incidentals necessary for doing all work involved in repairing existing pavement, including, but not limited to, saw-cutting of existing asphalt concrete pavement, excavation, hauling, placing selected material, disposal of excavated material, including any petromat or other paving reinforcing fabric encountered outside of the right of way, subgrade preparation, placing and compacting new asphalt concrete, and fog seal, including sand for fog seal, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed, therefore.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of this item, "Pavement Repair (Type A, 3/4" Maximum)," required. The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments," of the Standard Specifications shall not apply to this item of work.

#### 39-4. 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.

For Pavement Repair Areas - Asphaltic emulsion shall be applied as a tack coat and a fog seal to pavement repair areas, as shown on the Plans, as indicated in these Special Provisions and as directed by the Engineer. Asphaltic Emulsion for pavement repair areas shall be Type SS1. The application rate of

the fog seal coat to the surface of pavement repair areas shall be such that the asphaltic emulsion will be spread at a rate no greater than 0.10 gallons per square yard, or as directed by the Engineer. See Section 39-2.01C(3)(f) "Tack Coat" of the Standard Specifications for minimum application rates. The finished surface of the pavement repair areas that have been fog sealed shall be sanded with clean sand to absorb any free asphaltic emulsion. Reference is made to Section 39-2, "3" Asphalt Concrete Pavement Mill and Fill (Type A, 3/4" Maximum), with Mirafi MTK Paving Fabric (or Approved Equal)," and Section 39-3, "Pavement Repair (Type A, 3/4" Maximum)," of these Special Provisions.

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 incidental necessary for doing all work involved in furnishing and applying asphaltic emulsion for asphalt concrete pavement repairs, fog seal including sand for fog seal 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 price paid for the various Contract items of work, and no separate payment or additional compensation will be allowed therefore.

#### 39-5. Sawcut Asphalt Concrete and Portland Cement Concrete

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

Existing asphalt concrete and Portland cement concrete shall be sawcut at where existing concrete is to be removed to facilitate construction of sidewalk access ramps, and at other locations shown on the Plans or directed by the

Engineer. The Contractor shall provide a neat, clean, and uniform joint at all conforms, as directed by the Engineer. The Contractor is advised that the method used to provide a neat, clean, uniform joint shall be subject to the approval of the Engineer.

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

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

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

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

## **END OF SECTION**

## SECTION 51.

### CONCRETE STRUCTURES

Concrete shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, Section 51-1, "Class 3 Concrete," of these Special Provisions, the Plans, and the directions of the Engineer.

Portland cement concrete - Class 3 concrete shall be produced from commercial quality aggregate and cement content per cubic yard of concrete shall not be less than 463 pounds (300 kg/m<sup>3</sup>) of cement.

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

Excavation for Class 3 concrete structures shall be considered as included in the Contract unit prices paid per cubic yard for Class 3 concrete, and no separate payment will be allowed therefore.

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

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

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

Curb, gutter and sidewalk shall be sawcut at the first scoring line at or beyond the planned point of removal. Sawcutting operations shall conform to the following special provisions:

- (1) Sawcutting shall be performed with a power driven saw and the sawcut shall extend completely through the asphalt concrete and Portland cement concrete.

The use of pavement breakers or other devices for cutting pavement will not be permitted unless specifically authorized, in writing, by the Engineer.

- (2) Cracked or broken pavement caused by, or new or existing improvements damaged by, the Contractor's operations shall be removed to a line established by the Engineer, and shall be replaced with new asphalt concrete or Portland cement concrete, all at the Contractor's expense and as directed by the Engineer, and no additional compensation will be allowed therefore.
- (3) **The Contractor's attention is directed to Section 13, "Water Pollution Control," of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and completely removed from the site.** Any slurry shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

The concrete for sidewalk access ramps and valley gutters shall be cured by the curing compound no. 6 method conforming to Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications. The curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A, except that loss of water in the water retention test shall not exceed 0.15-kilograms per meter squared in 24 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area.

Concrete to be removed shall be removed in accordance with the provisions in Section 15-1.03B, "Removing Concrete," of the Standard Specifications. Any removed concrete shall become the property of the Contractor and shall be disposed of outside of the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions. **Upon removal of existing concrete at access ramp locations, the Contractor shall close the sidewalk, with appropriate signage and cautionary measures, such as "Closed" signs at both sides of the affected area, or as directed by the Engineer. New ramps shall be installed within five (5) working days after demolition of the existing sidewalk.**

Damage to existing concrete improvements not designated on the Plans or by

the Engineer for removal, and as a result of the Contractor's operations, shall be repaired by the Contractor, all at the expense of the Contractor and to the satisfaction of the Engineer, and no additional compensation will be allowed for therefore.

Areas where asphalt concrete and base are removed beyond the limits of the existing concrete for the installation of concrete formwork shall be backfilled with a minimum 0.5-foot full depth asphalt concrete (Type A HMA, 3/4" maximum). The cost of asphalt concrete for this work shall be included in the Contract unit price paid for the bid item, "Class 3 Concrete," and no additional compensation will be allowed therefore.

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

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

**The Contractor is advised that all concrete work for installing new sidewalk access ramps, valley gutters, as well as any existing curb, gutter and sidewalk requiring reconstruction, shall be completed prior to commencement of microsurfacing, slurry seal, or cape seal.**

Excavation for aggregate base and aggregate base required for concrete access ramps, valley gutters, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 19, "Earthwork," and Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Payment for excavation for aggregate base and aggregate base (Class 2) shall be considered as included in the Contract unit price paid for the bid item, "Class 3 Concrete," and no additional compensation will be allowed therefore.

All sawcutting required for the installation of new sidewalk access ramps, valley gutters, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 39-5, "Sawcut Asphalt Concrete or Portland Cement Concrete," of these Special Provisions. Payment for sawcutting of asphalt concrete and Portland cement concrete required to install sidewalk access ramps and valley gutters shall be considered as included in the Contract unit prices paid for the

various Contract items of work, and no additional compensation will be allowed therefore.

#### 51-1. Class 3 Concrete

Reference is made to Section 26, "Aggregate Base (Class 2)," Section 39-5, "Sawcut Asphalt Concrete and Portland Cement Concrete," and Section 51, "Concrete Structures," of these Special Provisions. **Reference is further made to the sidewalk access ramp details shown on Sheet 24 of the Plans.**

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

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

The surface of the access ramp and valley gutter shall be given a heavy broom finish that will provide a distinctive contrasting finish with adjacent sidewalk. Whereas, any portions of all other existing concrete improvements removed, as marked in the field, shall be replaced "in kind," and shall have a finish and scoring that matches the existing concrete, except where indicated on Plans or as otherwise directed by the Engineer.

**The Contractor is encouraged to visit the locations where new sidewalk access ramps are to be installed, as existing grades and improvements will cause the quantities of work and materials required for installing sidewalk access ramps to vary per location. Design cross-section and actual constructed length will be used to calculate payment quantities. Ramps shall be constructed at locations as marked by the Engineer. Improvements constructed beyond the authorized limits will not be paid.**

**Existing improvements, such as fences and landscaping, that need to be relocated or removed, as determined by the Engineer for construction purposes, shall be accomplished only after the affected property owners have been notified by the Contractor, as directed by the Engineer, and the**



**affected property owners 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 disposed of outside the highway right of way by the Contractor, all in conformance with Section 5-11, "Disposal of Material Outside the Highway Right Of Way," of these Special Provisions, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner.**

The Contract unit price paid per cubic yard for this item, "Class 3 Concrete," shall include, but not be limited to, full compensation for providing all labor, materials (including expansion joint material, dowels, bar reinforcement, and wire meshing, and asphalt concrete (Type A, 3/4" maximum) for backfill, tools, equipment and incidentals necessary for doing all work involved in constructing and/or reconstructing Class 3 concrete, including but not limited to, concrete sidewalk access ramps and valley gutters, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

**END OF SECTION**

## **SECTION 84.**

### **TRAFFIC STRIPES AND PAVEMENT MARKINGS**

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

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

**The Contractor is advised that, prior to microsurfacing, slurry seal, or cape sealing operations, it will be his responsibility to identify and tie-out all existing traffic stripes and pavement markings to be replaced within the Project limits, and to replace such traffic stripes and pavement markings to the existing locations, unless otherwise directed by the Engineer. The Engineer shall inspect and approve the location and tie-outs for all such traffic stripes and pavement markings.**

**The Contractor is reminded of the importance of public safety and the need to complete all traffic stripes and pavement markings in a timely manner. Therefore, unless otherwise approved by the Engineer, Contractor shall: (1) commence placement of cat-tracks and permanent pavement legends no sooner than five (5) working days and no later than seven (7) working days after completion of microsurfacing, slurry seal, or cape sealing operations; and (2) commence placement of permanent traffic stripes and pavement markings within two (2) working days after approval of cat-tracks.**

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

**Should the Contractor proceed with the installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks, Contractor shall remove all incorrectly installed permanent traffic stripes and pavement markings, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the Contractor's sole expense, and no**

**additional compensation will be allowed therefore.**

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

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

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

The Contractor shall indicate, on the road, the traffic stripes and pavement marking layouts, including the Standard Plan detail number (with the beginning and end of each detail marked) and shall receive approval of layout (alignment, location, and detail) from the Engineer, in writing, prior to final placement. Methods used by the Contractor for alignment and layout shall not damage the pavement. Any damage to the pavement caused by the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at Contractor's sole expense, and no additional compensation will be allowed therefore.

#### **84-1. Thermoplastic Pavement Markings, Legends, and Striping (White or Yellow)**

Thermoplastic pavement markings, legends, and stripes shall be applied

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

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

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

The Contractor is advised that the following existing pavement markings and legends, and striping as shown on the Plans, shall be thermoplastic pavement markings, legends, and striping:

**Pavement Markings**

White Stop Bar (1' wide) .....	2,004 ft <sup>2</sup> Total
White Stop Bar (2' wide) .....	128 ft <sup>2</sup> Total
White Crosswalk w/ Ladder Bars (2' wide).....	3,291 ft <sup>2</sup> Total
White Yield Line Triangles Qty (32).....	3 ft <sup>2</sup> each
White Type III (L/R) Arrows Qty (3).....	42 ft <sup>2</sup> each
White Type III (B) Arrows Qty (3) .....	73 ft <sup>2</sup> each
White Type VI Arrows Qty (2).....	42 ft <sup>2</sup> each
Railroad Crossing Symbol Qty (2).....	70 ft <sup>2</sup> each

**Traffic Stripes (Figure A20A, A20B, A20C and A20D of the Standard Plans)**

Detail 22, 27, 29, & 32: (Yellow 6" Solid Lane Line) .....	18,512 LF
Detail 2: (Yellow 6" Dashed Lane Line).....	9,600 LF
Detail 27B & 39: (White 6" Solid Lane Line) .....	34,000 LF
Detail 9 & 39A: (White 6" Dashed Lane Line) .....	4,700 LF
Detail 36 & 38: (White 8" Lane Line) .....	800 LF
Green 5' Wide Solid Bike Lane .....	3,469 LF
Green 5' Wide Dashed Bike Lane .....	1,413 LF

**Legends (Figure A24D and A24E of the Standard Plans)**

Qty (48) White "STOP" Legends.....	22 ft <sup>2</sup> each
Qty (4) White "XING" Legends.....	21 ft <sup>2</sup> each
Qty (5) White "KEEP" Legends .....	24 ft <sup>2</sup> each
Qty (5) White "CLEAR" Legends.....	27 ft <sup>2</sup> each
Qty (4) White "PED" Legends .....	18 ft <sup>2</sup> each
Qty (5) White "AHEAD" Legends .....	31 ft <sup>2</sup> each
Qty (4) White "BUS" Legends .....	20 ft <sup>2</sup> each
Qty (39) White "BIKE LANE ARROW" Legends .....	3.5 ft <sup>2</sup> each
Qty (39) White "BIKE LANE SYMBOL WITH PERSON" Legends	7 ft <sup>2</sup> each
Qty (2) White "BICYCLE LOOP DETECTOR SYMBOL" Legends	2 ft <sup>2</sup> each
Qty (10) White "SHARED ROADWAY BIKE MARKING" Legends...	12 ft <sup>2</sup> each
Qty (10) Green "SHARED ROADWAY BIKE MARKING" Legends..	30 ft <sup>2</sup> each
Qty (9) Yellow "SCHOOL" Legends .....	35 ft <sup>2</sup> each
Qty (9) Yellow "SLOW" Legends.....	23 ft <sup>2</sup> each
Qty (9) Yellow "XING" Legends .....	21 ft <sup>2</sup> each

The Contractor is further advised:

- (1) That the quantities listed above are for estimating purposes only, and the County makes no guarantee as to the actual quantity.
- (2) To physically verify the quantities in the field.

The Contract unit price paid for this item, "Thermoplastic Pavement

Markings and Legends (White, Yellow, or Green),” shall be per square foot for pavement markings and legends, and shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dribble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing Thermoplastic Pavement Markings and Legends (White, Yellow, or Green), complete in place, including, but not limited to, **identifying and tying-out all existing traffic stripes, pavement markings and legends within the Project limits for approval by the Engineer, grinding existing pavement markings and legends, patching areas where required, removing and disposing of grindings, and applying thermoplastic pavement markings and legends, including establishing alignment of pavement markings and legends, and layout work (including cat tracks and dribble lines)**, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

The Contract unit price paid for the items, “Thermoplastic Traffic Striping, 6”, or 8” White (Solid), 6” White (Dashed), 6” Yellow (Solid), and 6” Yellow (Dashed)” shall be per linear foot, and shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dribble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing Thermoplastic Traffic Striping, 6”, or 8” White (Solid), 6” White (Dashed), 6” Yellow (Solid), and 6” Yellow (Dashed), complete in place, including, but not limited to, **identifying and tying-out all existing and proposed thermoplastic traffic stripes within the Project limits for approval by the Engineer, grinding existing traffic stripes, patching areas where required, removing and disposing of grindings, and applying thermoplastic traffic striping, including establishing alignment of traffic stripes and layout work (including cat tracks and dribble lines)**, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

84-2. Painted Pavement Markings (Yellow)

Paint (including paint for cat tracks and dribble lines) and glass beads for

traffic stripes and pavement markings shall be furnished by the Contractor. Traffic stripes and pavement markings shall be painted with paint meeting the State of California Specifications Section 84-2.03C(3) for waterborne traffic stripes and pavement markings, white. The Contractor shall submit type and brand name of the paint to be used to the Engineer for approval, and shall not commence application of paint prior to receipt of the Engineer's written approval.

State Specifications for traffic paint and glass beads may be obtained from the Office of Materials and Foundations, 5900 Folsom Boulevard, Sacramento, CA 95819, and (916) 227-7000.

Thinning of paint will not be allowed.

All traffic stripes and pavement markings shall be applied in two (2) coats conforming to the provisions of Section 84-2.03C, "Application of Stripes and Markings," of the Standard Specifications.

The Contractor is advised that it will be his responsibility to identify all existing traffic stripes and pavement markings within the Project limits and to replace these traffic stripes and pavement markings to existing locations. Any existing centerline striping shall be replaced with pavement markers, unless otherwise indicated on the Plans. Prior to commencing any microsurfacing, cape seal, or slurry seal operations, the Contractor and the Engineer shall inspect the location of all pavement markings to be replaced with painted pavement markings.

The Contractor is advised that the following existing pavement markings, as shown on the Plans, are to be replaced with painted pavement markings. The Contractor is further advised that the quantities listed are for estimation purposes only.

Yellow Crosswalks .....7,500 ft<sup>2</sup>

The Contract unit prices paid per square foot for this item, "Painted Pavement Markings (Yellow)," shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing painted traffic stripes and pavement markings, complete in place, including, but not limited to, identifying and tying-out all existing and proposed painted traffic stripes and

pavement markings within the Project limits for approval by the Engineer, grinding existing pavement markings, patching areas where required, removing and disposing of grindings, applying painted pavement markings, including establishing alignment for pavement markings and layout work (including cat tracks and dribble lines), complete in place, as shown on the Plans, as specified in the Standard Specifications Section 84-2.04 "Payment" and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**



## SECTION 85.

### PAVEMENT MARKERS AND SIGNS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer. All pavement markers removed shall be replaced in kind, unless otherwise directed, in writing, by the Engineer. Sign panels shall conform to the provisions in Section 82-2, "Sign Panels," of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer. All sign panels required for installation shall be mounted on an existing post, as shown on the Plans, and as directed by the Engineer.

#### 85-1. Pavement Markers

Prior to commencing any microsurfacing, slurry sealing, or cape sealing operations, the Contractor and the Engineer shall inspect the locations where all pavement markers are to be installed, removed, or replaced and make sure the epoxy for existing pavement markers has been fully removed.

**The Contractor is advised that, prior to microsurfacing, slurry sealing, or cape sealing operations, it will be his responsibility to identify and tie-out all existing pavement markers to be replaced within the Project limits, and to replace such pavement markers to the existing locations, unless otherwise specified on Plans or as directed by the Engineer. The Engineer shall inspect and approve the location and tie-outs for all such pavement markers.**

**The Contractor is reminded of the importance of public safety and the need to complete all pavement markers in a timely manner. Therefore, unless otherwise approved by the Engineer, Contractor shall: I) commence placement of cat-tracks no sooner than five (5) working days and no later than seven (7) working days after completion of microsurfacing, slurry sealing, or cape sealing operations; and II) commence placement of pavement markers within two (2) working days after approval of cat-tracks.**

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

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

**Should Contractor fail to adhere to the above schedule for pavement markers, Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until installation of pavement markers has been completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.**

The Contractor is advised that the following provisions shall apply where existing traffic striping is to be replaced with pavement markers:

- (1) The types, dimensions and approximate locations of the existing pavement markers shall be as shown on the Plans and as directed by the Engineer. The Contractor is advised that it will be his responsibility to identify and tie out all existing traffic striping within the Project limits, and to place pavement markers to the existing locations, unless otherwise directed by the Engineer.
- (2) **The Contractor will be required to remove all existing pavement markers prior to any microsurfacing, slurry sealing, or cape sealing operations.**
- (3) Prior to commencing any microsurfacing, slurry sealing, or cape sealing operations, the Contractor and the Engineer shall inspect the location of all traffic striping to be replaced. The Contractor shall be held responsible that the final pavement markers are in a similar layout as existing traffic striping, unless otherwise shown on the Plans or directed by the Engineer. For pavement markers not conforming to existing or approved layout, pavement markers shall be removed and replaced to the existing or approved layout, all at the Contractor's expense, and no additional compensation will be allowed therefore.
- (4) All thermoplastic traffic striping that is to be replaced shall be removed prior to any microsurfacing, slurry sealing, or cape sealing operations. Locations where said existing thermoplastic traffic striping has been removed by the Contractor to a depth of 3/8" or more when compared to the adjacent pavement surfaces shall be patched by the Contractor with Type B, 1/4" (No. 4, Maximum) fine graded asphalt concrete. Patching required due to grinding operations shall be solely at the Contractor's

expense. Immediately following the grinding operation, the Contractor shall remove the grindings from the roadway by sweeping or other methods approved by the Engineer, and said grindings shall be removed and disposed of outside the highway right-of-way in conformance with Section 5-11, "Disposal of Material Outside the Highway Right-of-Way", of these Special Provisions.

- (5) The Contractor shall indicate, on the road, the pavement marker layouts, including the Standard Plan detail number (with the beginning and end of each detail marked) and shall receive approval of layout (alignment, location, and detail) from the Engineer, in writing, prior to final placement. Methods used by the Contractor for alignment and layout shall not damage the pavement. Any damage to the pavement caused by the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at Contractor's sole expense, and no additional compensation will be allowed therefore.

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

Paragraph 6, Section 81-3.03A, "General," of the Standard Specifications is amended to read:

"Pavement markers shall not be placed on new microsurfacing, slurry sealed, or cape sealed surfaces, until authorized, in writing, by the Engineer."

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

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

- (1) **Type C (Red, Clear Retroreflective) Markers** ..... **20**  
Details 36 on Figures A20C, of the Standard Plans and as shown on the Plans.
- (2) **Type D (Two-way, Yellow Retroreflective) Markers** ..... **1,600**  
Details 22, 27, 29, and 32 on Figures A20A & A20B, of the Standard Plans and as shown on the Plans.

- (3) **Type G (One-way, Clear Retroreflective) Markers** ..... **30**  
Details 9 and 38 on Figure A20A & A20D, of the Standard Plans and as shown on the Plans.

- (4) **Blue Reflective, Fire Hydrant Markers** ..... **70**  
To be placed in accordance with these Special Provisions and as shown on the Plans.

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

Blue reflective fire hydrant markers shall be replaced where missing or where removed by the Contractor, as shown on the Plans and as approved by the Engineer. All blue reflective fire hydrant markers removed shall be replaced with new two-way blue reflective markers.

In general, blue reflective fire hydrant markers should be placed six inches (6") from the centerline stripe, or six inches (6") from the approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All additional work necessary to establish satisfactory locations for blue reflective fire hydrant markers shall be performed by the Contractor. Reference is made to Figure 3B-102 (CA), "Examples of Fire Hydrant Location Pavement Markers," page 760 of the "California Manual on Uniform Traffic Control Devices," 2014 Edition, Revision 5 (March 27, 2020).

Rapid Set Type Epoxy Adhesive or hot melt bituminous adhesive shall be used to cement markers to the road surfaces. Section 81-3.02D, "Hot Melt Bituminous Adhesive" and Section 81-3.02E, "Epoxy Adhesive" of the Standard Specifications are amended to delete references to and/or the option to use any other type of adhesive other than Rapid Set Type Epoxy Adhesive or hot melt bituminous adhesive.

Bituminous adhesive material shall conform to the following:

<b><u>Specification</u></b>	<b><u>ASTM Designation</u></b>	<b><u>Requirement</u></b>
Flash Point, COC, °F	D92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity (centipoises)	D 4402	3,000-6,000

No. 27 Spindle, 20 RPM, 400°F

Penetration, dmm, 100g 5 seconds, 77°F	D 5	10-20
Filler Content, percent by weight (insoluble on 1,1,1 trichloromethane)	D 2371	65-75

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

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

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F, nor less than 375°F.

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

Placement of pavement markers using hot melt bituminous adhesive shall conform to the requirements in Section 81-3.03B, "Hot Melt Bituminous Adhesive," of the Standard Specifications, except as follows:

1. Markers shall not be placed when the pavement or air temperature is 50°F or less.
2. Blast cleaning of new, clean asphalt concrete surfaces will not be required.

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

Traffic control during pavement marker placement operations shall conform to the provisions of Section 12, "Maintaining Traffic," of these Special Provisions, and compensation shall be considered as included in the Contract lump sum price paid for

“Maintaining Traffic,” and no additional compensation will be allowed therefore.

Payment for the removal of all existing pavement markers including existing epoxy adhesive within the area of work shall be considered as included in the Contract unit price paid per each for the various types of pavement markers, and no separate payment will be allowed therefore.

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

No adjustment of the Contract bid price will be made for any increase or decrease in quantities for the various types of pavement markers required. The provisions of Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to these items of work.

#### 85-2. Sign Panels

All Sign panels shall conform to the provisions in Section 82-2, “Sign Panels,” of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer. The contractor shall furnish all sign panels and mounting brackets. Sign panel and mounting bracket shop drawings shall be submitted for approval prior to fabrication. All sign panels required for installation shall be fabricated to the dimensions shown, and shall be mounted with a mounting bracket on an existing post, as shown on the Plans, and as directed by the Engineer. Prior to construction, the contractor shall receive a written approval from the Engineer, for the final locations and orientation of sign panel installation and height requirements.

Should the Contractor proceed with the installation of sign panels without

approval, Contractor shall remove all incorrectly installed sign panels, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the Contractor's sole expense, and no additional compensation will be allowed therefore.

The Contractor is advised that the following quantities for sign panels are to be installed:

**R3-17** (24"x18") ..... 1

**R3-17bP** (24"x8") ..... 1

Full compensation for all work involved for this item, "Sign Panels," 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**

## 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	<p>Download at:  <a href="https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters">https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters</a>)</p> <p><u>Posting Requirements:</u></p> <ul style="list-style-type: none"> <li>- Must be at all active job sites during work,</li> <li>- Must be in plain view for work crew.</li> <li>- Must be in common area (i.e. break room, porta-potty) or, for mobile operations, mounted on a board and moved with crew.</li> </ul>
Federal-Aid Construction Project Forms	Reference Section FR-3, "Federal-Aid Construction Project Forms", for a list of forms required during construction.

## FEDERAL WAGE RATES (NORTH COUNTY)

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Incorporated herein are the most-current Federal Wage Rates data for San Mateo County which is **General Decision CA20200018, dated 10/09/2020**, which can also be found at the following government website:

<https://wdolhome.sam.gov/>

To obtain the data:

- (1) Go to the website at the link above.
- (2) Click on "Search Wage Determinations"
- (3) Check **Davis-Bacon Act (DBA)** from the Drop-down
- (4) **State: CALIFORNIA**
- (5) **County: San Mateo**
- (6) **Construction Type: HIGHWAY**
- (7) The **WD Number** should set automatically
- (8) Search

***CONTRACTOR is advised of the Federal "10-day rule" requiring local agencies to access the "Federal Wage Rates" ten (10) days prior to bid opening to see if updated Federal wage rates have been posted; and, if updated Federal wage rates have been posted, to issue an addendum informing all plan holders of said updated Federal wage rates.***

***TO BE INSERTED:***  
***FEDERAL WAGE RATES,***  
***AS OBTAINED***  
***PER PRECEDING PAGE***



**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)

(See Instructions on next page)

CONTRACT NUMBER		APPROVAL					
		RESIDENT ENGINEER (Signature)	DATE				
REQUEST DATE							
		GOOD FAITH EFFORT					
PRIME CONTRACTOR		DEPUTY DISTRICT DIRECTOR - CONSTRUCTION (Signature)	DATE				
LISTED OR PREVIOUSLY APPROVED FIRM		<input type="checkbox"/> DBE <input type="checkbox"/> UDBE <input type="checkbox"/> NON DBE/UDBE					
ITEM NUMBER	WORK DESCRIPTION	COMPLETED DOLLAR AMOUNT	REMAINING DOLLAR AMOUNT	PROPOSED FIRM	ITEM NUMBER	WORK DESCRIPTION	DOLLAR AMOUNT
TOTAL \$							TOTAL \$

## REASONS FOR SUBSTITUTION

(Check appropriate box)

- ☐ 1. The listed DBE subcontractor fails or refuses to execute a written contract.
- ☐ 2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- ☐ 3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- ☐ 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- ☐ 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceeding pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- ☐ 6. You have determined that the listed DBE subcontractor is not a responsible contractor.
- ☐ 7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- ☐ 8. The listed DBE is ineligible to receive DBE credit for the type of work required.
- ☐ 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- ☐ 10. Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

REMARKS:

DISTRIBUTION: ORIGINAL - Contractor		COPY - Resident Engineer	COPY - District Construction/Labor Compliance Officer
		COPY - OBEO - email <a href="mailto:smallbusinessadvocate@dot.ca.gov">smallbusinessadvocate@dot.ca.gov</a> or FAX to (916) 324-1949	

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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

CEM-2401 (REV 02/2018)

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**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)

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**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.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**  
**CERTIFICATION STATUS CHANGE**  
CEM-2403F (REV 7/2012)

**ADA Notice**  
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Lock Data on Form

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR		BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT			
					\$			
The Contractor: List all DBE's with change in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for goal credit. Attach DBE certification/decertification letter in accordance with the Special Provisions.								
CONTRACT ITEM NO.	FIRM NAME AND BUSINESS ADDRESS	BUSINESS PHONE		CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached		
COMMENTS:								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
CONTRACTOR REPRESENTATIVE'S SIGNATURE		TITLE		BUSINESS PHONE NUMBER		DATE		
TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
RESIDENT ENGINEERING'S SIGNATURE				BUSINESS PHONE NUMBER		DATE		
COPY DISTRIBUTION:		Original - OBEO - email <a href="mailto:smallbusinessadvocate@dot.ca.gov">smallbusinessadvocate@dot.ca.gov</a> or FAX to (916) 324-1949		Copy - Contractor		Copy - District Construction		Copy - Resident Engineer

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**CERTIFICATION STATUS CHANGE**

CEM-2403F (REV 7/2012)

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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.

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

Lock Data on Form

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)
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					\$	\$		<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
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					\$	\$		<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                 <



## 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 15<sup>th</sup> of each month.

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

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor	2. COMPANY NAME, CITY, STATE:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
<input type="checkbox"/> Subcontractor				

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	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 OUT TRAINEES	TOTAL		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
APPRENTICES	0	0	0	0																
OUT TRAINEES	0	0	0	0																

8. PREPARED BY:  
(Signature and Title of Contractors Representative)

10. REVIEWED BY: (Signature and Title of State Highway Official)

9. DATE

11. DATE





## REQUIRED FEDERAL-AID CONTRACT LANGUAGE

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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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D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS .....	3
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F. COMMITMENT AND UTILIZATION .....	5
2. BID OPENING .....	6
3. BID RIGGING .....	6
4. CONTRACT AWARD .....	6
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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 to meet this goal.](#)

It is [the prime contractor's](#) responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. [A list of DBEs certified by the CUCP can be found here.](#)

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

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\(d\)\(1\) 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 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**

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 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 Substitution 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 substitute 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.

The Agency authorizes a request to use other forces or sources of materials if the bidder 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. 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.
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.
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.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime 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 prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime 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 or exceed the DBE goal.

#### **f. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

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

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

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. A copy of a DBE's quote serves as written confirmation. 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 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

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 1<sup>st</sup>-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 business (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.

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**

**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. Steel and iron materials must be produced in the U.S. 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, materials produced outside the U.S. 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.

**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 FROM THE AGENCY TO THE CONTRACTORS**

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the 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. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

**12. DBE RUNNING TALLY OF ATTAINMENTS**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. No 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. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## 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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.
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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.
- 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, 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."

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**2. EEO Officer:** The contractor will designate and make known to the contracting officers and 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 who 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.
- 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, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure 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.



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**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. 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, 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, 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 there under. 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, 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 and 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 by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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.

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**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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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**

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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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.



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**2. Withholding**

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**

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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 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.



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**4. Apprentices and trainees****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. 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.**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.

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**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.

**9. Disputes concerning labor standards.** 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.

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

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.

**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 of \$10 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.

**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.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

- (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.

2. 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. 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.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### 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 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.
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 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).
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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.



FHWA-1273 -- Revised May 1, 2012

**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.

**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.
- 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 or default.
- 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.
- 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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.
- 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.

- 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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- 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. 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) 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;
  - (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; 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.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



FHWA-1273 -- Revised May 1, 2012

**2. 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)

- a. By signing and submitting this proposal, the prospective lowertier 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.
- 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 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 grantee or subgrantee 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 grantee or subgrantee 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.
- 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.
- 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- 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 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.

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**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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**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 20).

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 information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

**13. 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:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	23.2
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties 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:	12.3
	5170 Modesto, CA CA Stanislaus	24.3
	8120 Stockton, CA CA San Joaquin	19.8
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA CA Kern	26.1
	2840 Fresno, CA	



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

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.

#### 14. TITLE VI ASSURANCES

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 California Department of Transportation 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 California Department of Transportation or the 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 California Department of Transportation 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 California Department of Transportation 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 California Department of Transportation 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.

## 15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR 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 carries, 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.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State 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 (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

## 16. 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 your 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

## **Appendix E of the Title VI Assurances**

### **(US DOT Order 1050.2A)**

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 nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination 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 CFR 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, subrecipients 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 at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination 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

### Submit to:

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

**Information and support:** 888-442-2666

[www.smcsustainability.org/waste-reduction/construction-demolition](http://www.smcsustainability.org/waste-reduction/construction-demolition)

**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

### Section One: Permit Application

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

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

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

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

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

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

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

### **Waste Management Requirements:**

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

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

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

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

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

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

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

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

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

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

**2) Material transportation:**

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

☐ Hauler ☐ Debris Box ☐ Self-haul

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

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

**3) Waste management plan:**

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

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

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

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

County Approval: ☐ Approved ☐ Approved with comments ☐ Denied

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

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

Case/Group Number(s):

BLD \_\_\_\_\_ - \_\_\_\_\_

Project Address:

Street: \_\_\_\_\_

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

### Section Two: Final Report Approval

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

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

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
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.

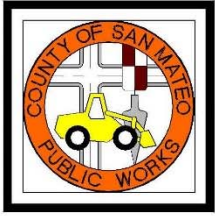
Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

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

## WASTE MANAGEMENT DAILY TRANSPORT REPORT

Date : Day : Multiple Pages : Yes\_\_\_ No \_\_\_  
Contractor Representative :

Project :

County Inspector :

	Transport Vehicle Type	Vehicle License/I.D.	Load Destination	
			Inert Material	Non-Inert Material
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

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

**Comments :**

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## **Appendix B**

### **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"<sup>1</sup> (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information<sup>2</sup> to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

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

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

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

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

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

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

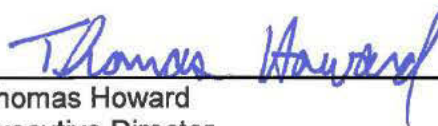
**IT IS HEREBY ORDERED THAT:**

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

Date

7/30/13

Thomas Howard  
Executive Director



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

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



## 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"><li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li><li>• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</li></ul>
CATEGORY 2	Discharges of untreated or partially treated wastewater of <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
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>Within two hours of becoming aware of any Category 1 SSO <b>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</b>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>	Call Cal OES at: (800) 852-7550
<b>REPORTING</b> (see section C of MRP)	<ul style="list-style-type: none"> <li>Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>"No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>Collection System Questionnaire: Update and certify every 12 months.</li> </ul>	Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee's Legally Responsible Official(s).
<b>WATER QUALITY MONITORING</b> (see section D of MRP)	<ul style="list-style-type: none"> <li>Conduct water quality sampling <b>within 48 hours</b> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
<b>RECORD KEEPING</b> (see section E of MRP)	<ul style="list-style-type: none"> <li>SSO event records.</li> <li>Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>	Self-maintained records shall be available during inspections or upon request.

## **B. NOTIFICATION REQUIREMENTS**

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

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



### **C. REPORTING REQUIREMENTS**

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

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

## 5. **SSO Technical Report**

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

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

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

iii. **Water Quality Monitoring:**

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

6. **PLSDs**

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

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

7. **CIWQS Online SSO Database Unavailability**

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

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

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

i. **SSO Reports**

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



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

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-6, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**
- These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.
- iii. **Collection System Questionnaire**
- The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.
- iv. **SSMP Availability**
- The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

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

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

**D. WATER QUALITY MONITORING REQUIREMENTS:**

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

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

**E. RECORD KEEPING REQUIREMENTS:**

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

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

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

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

#### **F. CERTIFICATION**

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

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

### CERTIFICATION

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

Date

7/30/13

  
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 \_\_\_\_\_.  
(Project Name, Location & Number)

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

### NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

their assigns in any suit brought upon this bond.

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

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Address for Notices:

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

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

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

**NOW THEREFORE, THESE PRESENTS WITNESSETH:**

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

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Address for Notices:

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

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

## **Appendix D**

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



## DAILY PERSONNEL AND EQUIPMENT LOG

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

**This form, if used in lieu of Contractor's Daily Dispatch Report, shall be submitted to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per day for every day hence until submittal is made. Reference is made to Section 7-4a, "Payroll Records," of the Project Special Provisions.**

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

Project No.:       (WA#)      

Project:       (Name of Project)      

Contractor:       (Name of Contractor)      

Is this log for Subcontractor? ☐ Yes ☐ No

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

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

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## **Appendix E**

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



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

**9204.**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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**

### **Encroachment Permits**

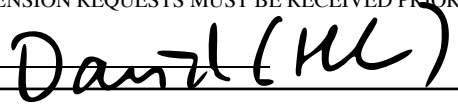
City of Atherton Encroachment Permits APW20-00397

City of Belmont Encroachment Permits TE2020-0226

City of Daly City Encroachment Permits TC-10-20-082205

City of Menlo Park Encroachment Permits ENC2020-00442



<b>ENCROACHMENT PERMIT</b> TOWN OF ATHERTON PUBLIC WORKS DEPARTMENT 93 STATION LANE ATHERTON, CA 94027-3896 Ph (650) 752-0570 Fax (650) 688-6539		<b>Permit No: APW20-00397</b> Permit Type: PW-OTH ST WORK  Location of Encroachment:    INTERSECTION OF ALAMEDA DE LAS PULGAS & APN:  Description of Encroachment: <b>PLACING PROJECT ADVISORY SIGNS IN ROW</b>  <b>THIS IS NOT A VALID PERMIT UNTIL SIGNED BY A TOWN OFFICIAL</b>	
APPLICANT		CONTRACTOR	
NAME: WENCY NG/SINA OSHAGHI, COUNTY OF SAN MATEO, COMP: PUBLIC WORKS ADDR: 555 COUNTY CENTER CITY: 5TH FLOOR TEL: REDWOOD CITY CA, 94063 (650) 363-4100    CELL:		NAME: N/A COMP: ADDR:  CITY: , TEL:                      CELL:	
OWNER		Contr. Lic #:    Town Bus. Lic #:  Worker's Com. Certificate:                      ATTACHED                      ON FILE General Liability Insurance/Additional Insured    ATTACHED                      ON FILE Endorsement: Auto Insurance:                                      ATTACHED                      ON FILE	
Estimated Starting Date:		Estimated Completion Date:	
Estimated Cost of Construction:		Based on:	
Number of Driveways:		Length of Trench in Public Right-of-Way: 0	
I hereby agree to accept and abide by the General Encroachment Permit Conditions on the back of this permit, The Town of Atherton Stormwater Pollution Prevention and Erosion Control Requirments, the Town of Atherton Standard Specifications and Details, approved plans and conditions shown on the face of this permit or attached hereto.			
<b>10-28-2020</b>			
Applicant (if not Contractor):		Contractor:                      Date:	
<b>FEES/DEPOSITS AND CHARGES</b>			
<b>Grand Total:</b>			
THIS PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY STATED ABOVE IS AUTHORIZED HEREBY. THIS PERMIT WILL EXPIRE 90 DAYS FROM THE DATE OF ITS ISSUANCE IF WORK IS NOT STARTED. EXTENSION REQUESTS MUST BE RECEIVED PRIOR TO EXPIRATION DATE.			
Date Approved: 10/27/2020		Date Expires: 10/31/2021                      Approved by: 	
Extension Applied for (date):		Extended to (date):	
<b>ATTACHED TO AND MADE PART OF THIS APPROVAL</b>			
Plans Attached	Gutter Details	Trench Detail	Street Front                      General Provision                      Soil Engineer's Test Required
Stormwater Pollution Prevention and Erosion Control Requirements			
<b>SPECIAL CONDITIONS APPLICABLE TO THIS PERMIT</b>			
<b>RECORD OF INSPECTIONS</b>			
Inspection Type	Scheduled Date	Completed Date	Inspector                      Pass/Fail
PW-MISC			



<b>Owner</b>	
Name: <b>SAN MATEO COUNTY PUBLIC WORKS</b>	Phone NO. <b>(650)363-4100</b>
Mailing Address: <b>555 COUNTY CENTER, 5TH FLOOR</b>	
City/State/Zip: <b>REDWOOD CITY CA 94063</b>	
<b>Contractor</b>	
Name:	Phone NO.
Mailing Address:	
City/State/Zip:	
License Class:	Licenese No:
<b>Architect or Engineer</b>	
Name:	Phone NO.
Mailing Address:	
City/State/Zip:	
License Class:	Licenese No:



CITY OF BELMONT  
PUBLIC WORKS PERMIT  
(650-595-7425)

**Public Works Inspection Hours**  
**9am--noon & 1pm-4pm**  
**Mon through Fri**

Permit NO. <b>TE2020-0226</b>	Council Resolution:	Parcel NO.
Job Site Address <b>MID BLOCK OF INDUSTRIAL BLVD &amp; NEAR INTERSECTION OF ELMER &amp; ONIEL AVE</b>		
Description of Work <b>PLACING PROJECT ADVISORY SIGNS IN CITY OF BELMONT ROW</b>		
Date Issued <b>10/29/2020</b>	Approved By <b>NICK NJUGUNA</b>	Est. Value <b>0</b>

<p style="text-align: center;"><b>LICENSED CONTRACTOR'S DECLARATION</b></p> <p>____ I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect, OR</p> <p>License No. _____ Classification _____</p>
<p style="text-align: center;"><b>OWNER BUILDING DECLARATION</b></p> <p>____ I am exempt from the Contractor's License Law for the following reason (Section 7031.5 Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractors License Law [Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code] or that he is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant to a civil penalty of not more than five hundred dollars (\$500).</p> <p>____ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of providing that he did not build or improve for the purpose of sale.)</p> <p>____ I, as owner, of the property, am exclusively contracting with licensed contractors to construct the property (Section 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon; and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)</p> <p>I am exempt under Section _____, Business and Professions Code for this reason:</p>

<b>PERMIT FEES</b>	
FEE DESCRIPTION	FEE AMOUNT
<b>Amount Due:</b>	
<p>Comments: <b>THIS IS PART OF SAN MATEO COUNTYWIDE PAVEMENT MAINTENANCE PROJECT SCHEDULED TO START SUMMER OF 2021.</b></p> <p><b>NOTE WORK SHALL NOT BEGIN UNTIL CONTRACTOR APPLYS FOR AND IS ISSUED A TEMPORARY ENROACHMENT PERMIT.</b></p> <p><b>THIS PERMIT IS VALID FROM 10/29/2020 TO 10/31/2020</b></p>	
<p>I hereby affirm that I have read this application and state that the above information is correct. I agree to comply with all City, Federal and State laws relating to construction and safety and hereby authorize representatives of the City of Belmont to enter upon the above mentioned property for inspection purposes. I also agree to save, indemnify and keep harmless the City and its employees and agents against all liabilities, judgments, costs and expenses which may in any way accrue against the City in consequence of granting this permit</p> <p style="text-align: right;">____ Owner ____ Contractor ____ Agent</p>	
<p>_____ Signature of Applicant</p>	<p>_____ Date</p>

<p style="text-align: center;"><b>WORKER'S COMPENSATION DECLARATIONS (Sec. 3800 LAB.C.)</b></p> <p>____ I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Workers' Compensation Insurance, or a certified copy thereof, OR</p> <p>Policy No. _____ Company _____</p> <p>____ Certified copy is hereby furnished ____ Certified copy is filed with the City</p> <p>NOTICE TO APPLICANT: If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation Provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be void.</p> <p>____ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' s Compensation Laws of California.</p> <p>____ This permit is for \$100.00 (valuation) or less.</p>
<p style="text-align: center;"><b>CONSTRUCTION LENDING AGENCY (Section 3097, Civil Code)</b></p> <p>I hereby affirm that there, ____ is ____ is not a construction lending agency for the performance of the work for which this permit is issued.</p> <p>Lender's Name _____</p> <p>Lender's Address _____</p>





# **STANDARD PERMIT CONDITIONS**

Issuance of a permit shall not be construed to be a permit for, or an approval of, any violation of Federal or State laws, outside Agency regulations, City ordinances, conditions of approval, construction codes, or Standard Specifications and Details.

Permit is valid for six months

## **Inspection contingent upon the following:**

- Payment of fees currently outstanding
- 24 hour minimum advanced notification
- Certification from engineering/consulting/testing agency
- Clearance from City departments and outside agencies
- Permit and approved plans shall be made available at jobsite

## **Contact the following (if necessary):**

- Caltrans Encroachment Permit Office (if work within State right-of-way): (510) 622-0724
- Additional City departments and outside agency conditions, fees, or permits may apply

## **Conform to the following:**

- Hours of work - weekdays 8 am to 5 pm, Saturdays 10 am to 5 pm, no Sunday work permitted
- Federal and State safety regulations (including trench safety) and Work Area Traffic Control Handbook
- City Standard Specifications and Standard Details
- All contractors shall obtain a City of Belmont business license prior to performing any work within the City

## **Provide the following:**

- Traffic control
  - Street closures prohibited. Access to private and emergency vehicles shall be maintained at all times.
  - A safe and accessible pedestrian path shall be maintained through the work zone.
  - If work requires existing pedestrian path to be closed, the Contractor shall provide a safe and accessible alternative path with appropriate advance signage.
  - Minimum width traffic lane – 10 feet
  - Reversible lane control with flagmen
  - 72 hour minimum advanced notification required for posting “No Parking” signs, notifying Police, Fire, and Public Works, and affected residences and businesses
  - No work, traffic control, or traffic detours shall occur on Ralston Avenue or Alameda de las Pulgas before 9 am or after 3 pm Monday through Friday
- Erosion control – in place and operational during the rainy season (November 15 to April 15).
- Ambient noise control and dust control
- Drainage/debris control – appropriate construction and post construction Best Management Practices (BMPs) are required to control storm water quality impacts ([www.flowstobay.org](http://www.flowstobay.org))

## **Subsurface installations:**

- Underground Service Alert (USA) shall be contacted 48 hours prior to start of work: [USANorth811.org](http://USANorth811.org) or call 811
- Trenching – use of “cutback” asphalt cement / temporary non skid steel traffic plates
- Trenches/Excavation that are five (5) feet or more in depth requires a separate shoring permit from CA/OSHA.
- Bore and jack beneath collectors and arterials and sidewalk/curb/gutter or saw cut and replace
- Abandoned facilities shall be terminated by an approved method

## **Miscellaneous information:**

- On-street material storage will not be allowed and debris boxes require a Temporary Encroachment Permit
- Driveway/sidewalk access shall be maintained at all times
- Damaged public or private property shall be repaired by permit applicant
- Using water from private property connections, without approval by the property owner, shall not be permitted.
- Contact Mid Peninsula Water District at (650) 591-8941 to obtain a construction water meter for fire hydrant use.
- Fiber optic communication lines are present in the City right of way. It is the responsibility of the contractor to protect the integrity of those communication lines during construction. The contractor will be liable for all damages to the communication lines.

## **Phone numbers for permit related questions**

Permit Center/Building Department: (650) 595-7422

Planning/Zoning Department: (650) 598-4204

Public Works Department: (650) 595-7425

Automated Inspection Line: (650) 637-2914

*Please visit the “Permit Center” page at [www.belmont.gov](http://www.belmont.gov) for additional information*



Owner	
Name San Mateo County (Wency Ng/Sina Oshaghi)	Phone 650-363-4100
Address 555 County Center, 5th Floor	
City/State/Zip Redwood City, CA 94063	
E-mail Address: aoshaghi@smcgov.org	
Contractor	
Name	Phone
Address	
City/State/Zip	
License Class	License No
City Business License on File: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Architect/Engineer	
Name	Phone
Address	
City/State/Zip	
E-mail Address:	
OWNER/BUILDER DECLARATION	
<input type="checkbox"/> I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of providing that he did not build or improve for the purpose of sale.)	
<input type="checkbox"/> I, as owner, of the property, am exclusively contracting with licensed contractors to construct the property (Section 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon; and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)	
I am exempt under Section(s) _____ of the Business and Professions Code for this reason:	
WORKER'S COMPENSATION DECLARATIONS (Sec. 3800 LAB.C.)	
I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Workers' Compensation Insurance, or a certified copy thereof,	
Policy No: _____	
Company: _____	
<input type="checkbox"/> Certified copy is hereby furnished <input type="checkbox"/> Certified copy is filed with the City	
<b>NOTICE TO APPLICANT:</b> If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation Provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be void.	
<input type="checkbox"/> I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.	
CONSTRUCTION LENDING AGENCY (Section 3097, Civil Code)	
I hereby affirm that there <input type="checkbox"/> is <input type="checkbox"/> is not a construction lending agency for the performance of the work for which this permit is issued.	
Lender's Name: _____	
Lender's Address: _____	



### TEMPORARY ENCROACHMENT PERMIT

1 Twin Pines Lane, Suite 385  
Belmont, CA 94002

(650) 595-7425

pworks@belmont.gov

Public Works Inspection Hours

9am to 12pm & 1pm to 4pm, M - F

Jobsite Address:		
Mid-block of Industrial Blvd. and near Intersection of Elmer St & O'Neil Ave		
Description of Work:		
Placing project advisory signs in City of Belmont ROW		
Additional Comments:		
San Mateo County Public Works Project		
Forfeiture of cash deposit or surety bond, City Code Section 22-26 - If the work performed by any person under this article is not completed to the satisfaction and approval of the public works director, the bonds shall be for the use of the city and as part payment for the damage thereby sustained by the city. The city attorney shall, upon direction of the city council, commence suit in the name of the city against the permittee if the proceeds from the bonds are insufficient to compensate the city for damages sustained, including cost of engineering properly attributable to the project, attorney's fees and court costs.		
I hereby affirm that I have read this application along with the Standard Permit Conditions and state that the above information is correct. I agree to comply with all City, Federal and State laws relating to construction and safety and hereby authorize representatives of the City of Belmont to enter upon the above mentioned property for inspection purposes. I also agree to save, indemnify and keep harmless the City and its employees and agents against all liabilities, judgments, costs and expenses which may in any way accrue against the City in consequence of granting this permit.		
Owner <input checked="" type="checkbox"/>	Contractor <input type="checkbox"/>	Applicant <input checked="" type="checkbox"/>
Name of Applicant (print): <u>WENCY NG</u>		
Signature of Applicant: <u>[Signature]</u>		
Date: <u>10-27-2020</u>		





CITY OF DALY CITY  
333 90th Street  
DALY CITY, CA 94015  
(650) 991-8064  
www.dalycity.org

**PERMIT: ENGINEERING**

**PERMIT NUMBER: TC-10-20-082205**

**VALUATION : \$ 0.00**

**JOB SITE ADDRESS: 1050 SULLIVAN AVE #**

**PERMIT TYPE: ENG - Traffic Control**

**APPLICATION DATE : 10/28/2020**

**WORK CLASS: Mobile, Temporary Setup w/o Plan**

**ISSUED DATE: 10/29/2020**

**PERMIT STATUS: ISSUED**

**EXPIRATION DATE : 10/29/2021**

**JOB DESCRIPTION**

Near intersection of 87th Ave & Sullivan Ave, Near intersection of Washington St & Annie St . - put project advisory signs for the Countywide Pavement Maintenance Project - No Fee permit

**CONTACT**

**CONTACT TYPE**

Applicant

**COMPANY**

San Mateo County

**NAME**

Matt Del Carlo

**PHONE NUMBER**

**ENGINEERING INVOICE**

**INVOICE NUMBER:**

**FEE NAME**

**FEE AMOUNT**

**PAID**

**BALANCE**

**NOTES**

**TOTAL**

**CONTRACTOR IS REMINDED TO CONTACT "USA" AT (800) 227-2600 TO MARK EXISTING UTILITIES BEFORE DIGGING. CONTRACTOR SHALL FURNISH CITY INSPECTOR WITH THE "USA REQUISITION NUMBER" AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION .**

**All work shall be per the City's General Conditions of Approval, Standard Specifications and Standard Drawings available at [www.dalycity.org](http://www.dalycity.org)**

**All materials shall be on-site prior to start of job. No material substitution will be allowed unless specifically approved. Contractor shall contact City Inspector at (650) 991-8064 a minimum of 24 hours prior to start of job and before backfilling or placing concrete.**





City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Engineering Division

Permit No.: ENC2020-00442

Issued: 11/05/2020

Call 24 hours in advance of working in the public right of way  
AND for each inspection request.  
*Uninspected work will be rejected.*

Phone:(650) 330-6740

**ENCROACHMENT PERMIT**  
**Encroachment Type: Temporary**

<b>Name of Applicant (person)</b> SINA OSHAGHI		<b>Representing</b> <input checked="" type="checkbox"/> Applicant	<b>Location of work</b>		
<b>Name of Owner</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Telephone</b>
<b>Name of Contractor</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Telephone</b>
<b>CA Contractor License No</b>	<b>Menlo Park Business License No</b>	<b>Est. Start Date</b> 05/01/2021	<b>Est. Completion Date</b> 10/31/2021	<b>Est. Construction Cost</b> \$0 (Estimate work in city R/W only. Do not include value of utility.)	

**Description of work to be done:**

Placing advisory signs in City of Menlo Park Right of Way for County of San Mateo Public Works project.

**Call Underground Service Alert (USA) at 811 before you dig**

**GENERAL CONDITIONS OF PERMIT: (See attached sheet)**

**Signature below acknowledges that special working hours may apply - check the approved traffic control plan.**

I hereby acknowledge that I have read this permit and the attached conditions, that the information given by me is correct, that I am the owner or the duly authorized agent of the owner, and that I agree to comply with the conditions and all applicable provisions of state laws, city ordinances, and the rules of any governmental agency involved.

**on file**

Signature of Applicant (Owner or authorized agent)	Title	Date		
<b>Approved by Engineering Division</b> Approved by: Inspection	<b>Date</b> 11/05/2020	<b>Permit Expires</b> 10/31/2021	<b>Fees</b>	<b>\$0.00</b>

**Inspections**

Inspection Description		
Backfill	Casting	Compaction
Excavation	Expansion Joints	Final
Forming	Handicap Ramp	Landscaping
Paving	Slurry Seal	Streetlight
Water Service Connection		



## GENERAL CONDITIONS OF PERMIT

### Engineering Division

701 Laurel Street  
Menlo Park, CA 94025  
Phone: (650) 330-6740

1. This permit, regardless of when dated, shall not be in effect until the applicant has obtained all licenses and other permits required by law.
2. This permit is declared null and void if work has not commenced three (3) months after the date of permit issuance.
3. Traffic control plan is required for work that will block public right-of-way. Plan shall include re-routing of vehicles, bicycles and pedestrians.
4. Any damages to existing facilities and improvements above ground or below ground, shall be promptly repaired or replaced at the permittee's expense, and claims for damage to City property must be promptly paid.
5. Applicant is responsible for determining exact locations or depths of existing utilities or other facilities. Call Underground Service Alert (USA) at 811 a minimum of 48 hours prior to performing work.
6. Applicant carries sufficient insurance to work in the public right of way, and names City of Menlo Park as additional insured. Applicant agrees to keep insurance active for the duration of the project.
7. All work shall comply with the City and Caltrans Standards, including traffic control.
8. Street Opening, Sidewalk, Curb and Gutter, and Driveway Permits. Permittee shall notify the Public Works Inspector at least 24 hours prior to: beginning work, inspection requests, or concrete placement. The number and type of inspections required, and any tests that may be required will be as directed by the Construction Inspector. The Construction Inspector may be contacted by calling (650) 330-6740.
9. All trench plates used in the public right of way must have a non-skid surface and must be flushed.
10. Construction activities are restricted to Monday through Friday (City holidays excepted) between the hours of 8:00 AM and 5:00 PM, unless otherwise approved in writing by the Engineering Services Division.
11. A faithful performance bond or a cash deposit in an amount equal to the estimated cost of the proposed work is required for curb and gutter, driveway, or street opening permits unless waived by permit engineer. Bond or deposit requests must originate from the bond/deposit provider. A copy of the original receipt must accompany the refund request. All deposits or bonds are subject to forfeiture to comply with City Codes or Ordinances.
12. This grant of permission does not constitute a deed or grant of easement by the City, is not transferable or assignable and is revocable at any time at the will of the City.
13. This permit does not authorize tree trimming or tree removal.
14. The traffic control plan as attached must be adhered to at all times. Note that the traffic control plan may have restricted working hours for working in the public right of way, which supersedes the standard encroachment permit working hours.
15. The use of City property by permittee shall be limited to the purposes set forth by this permit and no structures of any kind, except those expressly permitted shall be erected or placed thereon.
16. Debris boxes/storage containers shall have reflectors so that they can be seen at night. This permit must be taped to the outside of debris boxes in a visible location.
17. This permit does not include overnight street parking for any vehicles. A separate parking permit can be obtained from the Police Department.
18. All stormwater BMP's must be in place between October 1st and April 30th, or as directed by the Construction Inspector.
19. Additional conditions (if any) are attached to this permit and shall be followed accordingly.

### ADDITIONAL CONDITIONS

### SPECIAL CONDITIONS

**\*\*Preliminary Approved Permit. Traffic Control Plan will be required once bid is complete and contractor is known.**

1. The applicant and contractor must abide by all City and County safety protocols for construction during COVID19. Strict protocols for working in the County have been issued, and must be complied with for operations to proceed, and inspections to be performed.

2. Link to the new SM County health order, and its attachments, that all construction is required to be compliant with is provided below:  
<https://www.smchealth.org/post/health-officer-statements-and-orders>

3. All construction projects shall comply with Cal/OSHA Guidelines and requirements:  
<https://www.dir.ca.gov/dosh/coronavirus/COVID-19-Infection-Prevention-in-Construction.pdf>

4. City Inspectors will not enter non-compliant jobsites to perform inspections.





City of Menlo Park  
Engineering Division  
701 Laurel Street  
Menlo Park, CA 94025  
Telephone (650) 330-6740

**PERMIT NO.:** \_\_\_\_\_  
**Keep this permit at the work site at all times**

**Call 24 hours in advance of working in the public right of way AND for each inspection request.**  
***Uninspected work will be rejected.***

## ENCROACHMENT PERMIT APPLICATION

- ☐ Major Encroachment      ☒ Temporary Encroachment      ☐ Other \_\_\_\_\_  
☐ Minor Encroachment      ☐ Debris or Container Box      ☐ City-Mandated Repairs

### ONE PERMIT PER ADDRESS

Location of Work <b>Ringwood Ave</b>	Applicant Represents <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Owner		Applicant e-mail: Applicant fax: aoshaghi@smcgov.org		
Name of Applicant (person) Wency Ng/Sina Oshaghi	Address 555 County Center, 5th Floor	City Redwood City	State CA	Zip 94063	Telephone (650) 363-4100
Name of Contractor	Address	City	State	Zip	Telephone
California Construction License No.	Menlo Park Business License No.	Est. Start Date		Est. Complete Date	
Estimated Construction Cost (Estimate work in city R/W only. Do not include value of utility.) \$ _____	Bond or Deposit * \$ _____	Bond or Deposit provided by: <input type="checkbox"/> Contractor <input type="checkbox"/> Owner <input type="checkbox"/> Other (provide name, company, address)			

Description of work to be done:

Placing advisory signs in City of Menlo Park Right of Way for County of San Mateo Public Works project.

Applicant submits the following:

- ☒ 3 copies of sketch or plans  
☐ 3 copies of traffic control plans  
☐ insurance certificate

**Call Underground Service Alert (USA) at 1-800-227-2600 before you dig**

GENERAL CONDITIONS OF PERMIT ATTACHED.

**Signature below acknowledges that special working hours may apply – check the approved traffic control plan.**

I hereby acknowledge that I have read this permit and the attached conditions, that the information given by me is correct, that I am the owner or the duly authorized agent of the owner, and that I agree to comply with the conditions and all applicable provisions of state laws, city ordinances, and the rules of any governmental agency involved.

Signature of Applicant  
(Owner or authorized agent)

Title

Date

### DO NOT WRITE BELOW THIS LINE -- CITY STAFF USE ONLY

Approved by Engineering Division	Date	Permit expires	Fees (retained by City)	\$
		Total Due to City	<input type="checkbox"/> Paid	\$

*\* Bond or deposit requests must originate from the bond/deposit provider. A copy of the original receipt must accompany the refund request. All deposits or bonds are subject to forfeiture to comply with City Codes and Ordinances.*



# GENERAL CONDITIONS OF PERMIT

Engineering Division  
701 Laurel Street  
Menlo Park, CA 94025

Notification of Work or Inspection Requests: (650) 330-6740

1. This permit, regardless of when dated, shall not be in effect until the applicant has obtained all licenses and other permits required by law.
2. This permit is declared **null and void** if work has not commenced three (3) months after the date of permit issuance.
3. Traffic control plan is required for work that will block public right-of-way. Plan shall include re-routing of vehicles, bicycles and pedestrians.
4. Any damages to existing facilities and improvements above ground or below ground, shall be promptly repaired or replaced at the permittee's expense, and claims for damage to City property must be promptly paid.
5. Applicant is responsible for determining exact locations or depths of existing utilities or other facilities. Call Underground Service Alert (USA) at 1-800-227-2600 a minimum of 48 hours prior to performing work.
6. Applicant carries sufficient insurance to work in the public right of way, and names City of Menlo Park as additional insured. Applicant agrees to keep insurance active for the duration of the project.
7. All work shall comply with the City and Caltrans Standards, including traffic control.
8. **Street Opening, Sidewalk, Curb and Gutter, and Driveway Permits**. Permittee shall notify the Public Works Inspector at least **24 hours prior to: beginning work, inspection requests, or concrete placement**. The number and type of inspections required, and any tests that may be required will be as directed by the Public Works Inspector. The Public Works Inspector may be contacted by calling (650) 330-6740.
9. All trench plates used in the public right of way must have a non-skid surface.
10. Construction activities are restricted to Monday through Friday (City holidays excepted) between the hours of 8:00 AM and 5:00 PM, unless otherwise approved in writing by the Engineering Services Division.
11. A faithful performance bond or a cash deposit in an amount equal to the estimated cost of the proposed work is required for curb and gutter, driveway, or street opening permits.
12. This grant of permission does not constitute a deed or grant of easement by the City, is not transferable or assignable and is revocable at any time at the will of the City.
13. This permit does not authorize tree trimming or tree removal.
14. The traffic control plan as attached must be adhered to at all times. *Note that the traffic control plan may have restricted working hours for working in the public right of way, which supersedes the standard encroachment permit working hours.*
15. The use of City property by permittee shall be limited to the purposes set forth by this permit and no structures of any kind, except those expressly permitted shall be erected or placed thereon.
16. Debris boxes/storage containers shall have reflectors so that they can be seen at night. This permit must be taped to the outside of debris boxes in a visible location.
17. This permit does not include overnight street parking for any vehicles. A separate parking permit can be obtained from the Police Department.
18. All stormwater BMP's must be in place between October 15<sup>th</sup> and April 15<sup>th</sup>, or as directed by the Public Works Inspector.
19. Additional conditions (if any) are attached to this permit and shall be followed accordingly.

## **Additional Conditions:**



## **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

<b>Contract Number:</b>	<b>Federal-Aid Number:</b>	<b>Date:</b>
<b>Date Advertised for Bids:</b>	<b>Bid Opening Date:</b>	
<b>Contract Bid Amount:</b>	<b>Working Days:</b>	<b>Contract Type:</b> Building
<b>Description of Project:</b> Enter project description here.		
<b>Labor Compliance Contact Information:</b> LCO Name Address City, CA Zip Phone Number, Fax Number Email Address		
<b>Prime Contractor:</b>	Company Name Address City, State Zip	
<b>Resident Engineer:</b>	<b>Pre-job performed by:</b>	

### 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 in effect on date advertised**  
**General Prevailing Wage Determination:**  
 Journeyman and Apprentice prevailing wage rates can be accessed at the CA Department of Industrial Relations (D I R) Web site:  
[D I R Prevailing Wage Determinations](#) and [Public Works Apprenticeship Requirements](#).  
*Reference: California Labor Code Section 1773.2*
- ☐ **Federal Prevailing Wage Determinations in effect on bid date.**  
**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](#).  
 Select the county where the work will be performed. *Reference: Davis-Bacon Act*
- ☐ Company Equal Employment Opportunity (EEO) policy. *Reference: Contract Provisions*
- ☐ Department of Fair Employment and Housing DFEH-162 (English) and DFEH-162(S) (Spanish) – *Harassment or Discrimination in Employment is Prohibited by Law.*
- ☐ 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*.  
*Reference: Contract Provisions*
  - ☐ 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.  
*Reference: Contract Provisions.*
- Posters may be printed from the Labor Compliance page on the Caltrans Web site at:**  
[Caltrans Division of Construction Labor Compliance Posters](#)

## PREVAILING WAGE REQUIREMENTS

- ☐ All workers employed in the execution of this public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: 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: 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: 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: 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); Contract Provisions*
- ☐ 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.  
*Reference: Contract Provisions*
- ☐ Subsistence/Zone pay must be shown on the fringe benefit statement if not indicated on certified payroll.
  - ⇒ The contractor must make applicable travel and subsistence payments in accordance with information on file with D I R for classifications utilized. **For more information contact the Prevailing Wage Unit at (415) 703-4774 or visit D I R’s Web site at:**  
[D I R Prevailing Wage Determinations](#) *Reference: 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: 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 15<sup>th</sup> of the month for the previous month's work. For Minor B and Emergency contracts, payrolls (including electronic) are due with the invoice.  
*Reference: Labor Code §1771.5*
- ☐ Certified payrolls must include ALL information as required by California Labor Code Section 1776, and the information included on Caltrans form CEM-2502, *Contractor/Subcontractor Payroll*.  
*Reference: 8 CCR §16404, 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: Contract Provisions, 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: Contract Provisions, Labor Code §1776*
- ☐ All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Source 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.  
*Reference: CCR §16432*
- ☐ 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: 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.  
*Reference: Contract Provisions, Labor Code §1771*
- ☐ Caltrans form CEM-2502, *Contractor/Subcontractor Payroll*, or form CEM-2505, *Owner-Operator Listing*, may be used when owner-operators are performing on project. *Reference: CCR §16404; Labor Code §1776*
  - ⇒ The contractor employing an equipment owner-operator must complete the owner-operator listing. Forms will not be accepted from the equipment owner-operator unless the hiring contractor signs the owner-operator Statement of Compliance.
- ☐ 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: 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](#)
  - ⇒ Instructions for electronic submittal of certified payroll records can be downloaded at: [Caltrans Division of 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 completion of the project.  
*Reference: Contract Provisions*

## APPRENTICES

- ☐ All requirements of California Labor Code section 1777.5 apply for classifications which D I R has identified as an apprenticeship craft, including the following:
  - ⇒ Submit D I R's Division of Apprenticeship Standards form D A S-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee, and a copy to Caltrans, prior to start of work. The form may be downloaded from D I R's Web site at: [Division of Apprenticeship Standards Public Works Information](#)
  - ⇒ 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: Labor Code §1777.5, Contract Provisions, Code of Federal Regulations (CFR) §5.16*
- ☐ 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; Contract Provisions*

- ☐ 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.
- ☐ There is no DBE goal for this contract.
- ☐ The DBE goal applicable to this project is \_\_\_\_\_ percent. *Reference: Contract Provisions, Control of Work*
  - ⇒ 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. *Reference: CFR Part 26*
  - ⇒ 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. Deductions will not be released until the next estimate after compliance.  
*Reference: CFR Part 26, Contract Provisions*
- ☐ 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: 49 CFR Part 26, 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.
- ☐ 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.

## 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: Contract Provisions, FHWA Form 1273*
- ☐ 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.
- ☐ 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? Yes ☐ No ☐
  - ⇒ 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 ☐
  - ⇒ Type:
  - ⇒ 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.



**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

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
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:**

Please enter subsistence information here.



***THE ENGINEER SHALL INSERT THE  
REMAINDER OF THE***

***PRE-CONSTRUCTION HANDOUT  
PACKET FOR FEDERAL-AID  
PROJECTS***

***HERE***



## PROPOSAL SECTION

### Contractor's Check-Off List:

1.	Complete <b>Bidder's Information</b> Sheet.....	1
2.	Complete <b>Bid Proposal</b> Sheet .....	4
3.	Check off for <b>Bidder's Security</b> (cash, cashier's check, certified check, or bidder's bond) .....	6
4.	Complete <b>Principal(s) and Title(s)</b> Sheet .....	9
5.	Complete <b>State Contractor's License No.</b> and <b>Department of Industrial Relations Registration No.</b> .....	10
6.	Complete <b>Subcontractor List</b> Sheets .....	11
7.	Complete <b>Certification of Intent</b> Sheet .....	16
8.	<b>Equal Employment Opportunity</b> Sheets:	
i.	Complete <b>Questionnaire for Bidder</b> Sheet .....	17
ii.	Complete <b>Contractor Report Form</b> .....	20
9.	Complete <b>Equal Benefits Compliance Declaration Form</b> .....	26
10.	Complete <b>Employee Jury Service Compliance Declaration Form</b> .....	30
11.	Complete <b>Non-Collusion Declaration Form</b> .....	31
12.	Complete <b>Equal Employment Opportunity Certification</b> <b>(Federal Requirement)</b> .....	32
13.	Complete <b>Public Contract Code Section 10285.1 Statement</b> .....	33
14.	Complete <b>Public Contract Code Section 10162 Questionnaire</b> .....	34
15.	Complete <b>Debarment and Suspension Certification</b> .....	37
16.	Complete <b>Disclosure of Lobbying Activities</b>	
17.	Complete the following <b>DBE Forms</b> :	
i.	<b>Construction Contract DBE Commitment – Exhibit 15-G</b>	
ii.	<b>Proposer/Contractor Good Faith Efforts – Exhibit 15-H</b>	
iii.	<b>Bidder's List of Subcontractor (DBE and Non-DBE) – Exhibit 12-B</b>	



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

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW707  
PROJECT FILE NO. E4992**

**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

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

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

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

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

**LOCATION OF WORK**

The work will be done in accordance with the Special Provisions and Agreement

annexed hereto, and in accordance with the Standard Specifications of the County of San Mateo.

The location and details of said work are further shown on the Plans titled **“COUNTYWIDE PAVEMENT MAINTENANCE PROJECT,”** File E4992 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**

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH**

**WITH APPURTENANT WORK THERETO**

**IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW707**

**PROJECT FILE NO. E4992**

**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

**NOTICE TO CONTRACTORS:**

**THE FOLLOWING FORMS MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID:**

- 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.**

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>	<b>Item Price (In Figures)</b>	<b>Total (In Figures)</b>
1	11	1	LS	Mobilization	\$	\$
2	12	1	LS	Maintaining Traffic	\$	\$
3	12-1	1	LS	Temporary Pavement Delineation	\$	\$
4	13	1	LS	Water Pollution Control	\$	\$
5	14	1	LS	Construction Waste Management	\$	\$
6	37-1	35,500	SY	Cape Seal	\$	\$
7	37-2	86,000	SY	Slurry Seal	\$	\$
8	37-3	1	LS	Crack Seal	\$	\$
9	38	14,000	SY	Microsurfacing (Alameda de las Pulgas)	\$	\$
10	39-2	1,100	SY	3" Asphalt Concrete Pavement Mill and Fill (Type A, ¾" Maximum) with Mirafi MTK Paving Fabric (or Approved Equal)	\$	\$

***Proposal – Continued on next page***

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT**  
**Proposal – Continued**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
11	39-3	700	SY	Pavement Repair (Type A, 3/4" Maximum)	\$	\$
12	51	75	CY	Class 3 Concrete	\$	\$
13	84-1(S)	7,500	SF	Thermoplastic Pavement Markings and Legends (White)	\$	\$
14	84-1(S)	750	SF	Thermoplastic Pavement Markings and Legends (Yellow)	\$	\$
15	84-1(S)	5,200	SF	Thermoplastic Pavement Markings and Legends (Green)	\$	\$
16	84-1(S)	18,600	LF	Thermoplastic Traffic Striping, 6" Yellow (Solid, Det 22, 27, 29, 31)	\$	\$
17	84-1(S)	9,600	LF	Thermoplastic Traffic Striping, 6" Yellow (Dashed, Det 2)	\$	\$
18	84-1(S)	34,000	LF	Thermoplastic Traffic Striping, 6" White (Solid, Det 27B, 39)	\$	\$
19	84-1(S)	4,700	LF	Thermoplastic Traffic Striping, 6" White (Dashed, Det 9, 39A)	\$	\$
20	84-1(S)	800	LF	Thermoplastic Traffic Striping, 8" White (Solid, Det 36, 38)	\$	\$
21	84-2(S)	7,250	SF	Painted Pavement Markings (Yellow)	\$	\$
22	85-1(S)	20	EA	Pavement Markers, Type C, Red, Clear Retroreflective	\$	\$
23	85-1(S)	1,600	EA	Pavement Markers, Type D, Two-way Yellow Retroreflective	\$	\$
24	85-1(S)	30	EA	Pavement Markers, Type G, One-way Clear Retroreflective	\$	\$
25	85-1(S)	70	EA	Pavement Markers, Blue, Reflective, Fire Hydrant Markers	\$	\$
<b>TOTAL</b>						\$

Notes: (S) Specialty Items – As defined in Section 5-1.13, "Subcontracting," of the Standard Specifications.

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

**SUBCONTRACTORS**

(Continued)

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

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

**CONTRACT COMPLIANCE PROGRAM**

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

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

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

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

The Contractor is further required to:

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

A. **Monthly Manpower-Utilization Report**

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

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, Redwood City, CA, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE  
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

**CERTIFICATION OF INTENT**

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

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

\_\_\_\_\_  
Date

**SAN MATEO COUNTY  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**QUESTIONNAIRE FOR BIDDER**

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID.

PROJECT: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

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

CITY/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_)\_\_\_\_\_ DATE OF SUBMITTAL: \_\_\_\_\_

OFFICIAL FOR COMPANY: \_\_\_\_\_

1. \_\_\_\_\_ Yes \_\_\_\_\_ No Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.50** of the San Mateo County Ordinance Code?

2. \_\_\_\_\_ Yes \_\_\_\_\_ No Does your employment advertising state that you are an Equal Opportunity Employer?

3. \_\_\_\_\_ Yes \_\_\_\_\_ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?

4. \_\_\_\_\_ Yes \_\_\_\_\_ No Were any employees hired by means other than the union hiring hall in the past year?

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

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6. How many apprentices do you employ? \_\_\_\_\_

How many of these are minorities? \_\_\_\_\_

7. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

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

Please list these groups \_\_\_\_\_

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9. What percentage of your work force is covered by union agreement? \_\_\_\_\_
10. \_\_\_\_\_ Yes \_\_\_\_\_ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?
11. \_\_\_\_\_ Yes \_\_\_\_\_ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?
12. Describe any previous experience with Equal Employment Opportunity Programs:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM  
(To Be Submitted with Original Bid)**

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REPORT: \_\_\_\_\_

**RACIAL/ETHNIC MAKEUP OF THE COMPANY**

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total (All Employee s)	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispani c or Latino (1)	Other (2)	Unidentifie d (3)
<b>Total (s)</b>										

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.  
 (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.  
 (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**SECTION III-A. GENERAL EQUAL EMPLOYMENT  
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

**EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026****CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

**Chapter 2.84 CONTRACTS – EQUAL BENEFITS****2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.  
(Ord. 4324, 08/15/06)

#### **2.84.020 Discrimination in the provision of benefits prohibited.**

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

#### **2.84.030 Application of Chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

#### **2.84.040 Powers and duties of the County Manager.**

The County 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.

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*If the answer to one or both of the above is no, please skip to Section IV. \*

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**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)

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*If the answer to the above is no, please skip to Section IV. \*

The Contractor is under a collective bargaining agreement which began ***on or before September 1, 2005*** and expires on \_\_\_\_\_ (date). (Section 2.85.040)

## 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 CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is “Yes,” explain the circumstances in the following space:

[illegible]

**Notes:**

- (1) The above Public Contract Code Section 10162 Questionnaire is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire.
- (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.

**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

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <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 _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

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. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section upon Execution of Award</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$ 0.00</b>
21. Local Agency Contract Number: _____	22. Federal-Aid Project Number: _____	23. Bid Opening Date: _____		<b>0 %</b>
24. Contract Award Date: _____	25. Award Amount: _____	<b>IMPORTANT:</b> 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.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			16. Preparer's Signature _____	17. Date _____
26. Local Agency Representative's Signature _____			18. Preparer's Name _____	19. Phone _____
27. Date _____			20. Preparer's Title _____	
28. Local Agency Representative's Name _____				
29. Phone _____				
30. Local Agency Representative'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.

**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-89, Sacramento, CA 95814.

## 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 Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
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. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **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.
14. **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.
15. **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).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

### LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** - Enter the contract award amount as stated in the executed contract.
26. **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.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.



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**30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

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**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 0.00% 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.):

X

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
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- 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 shall 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>

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). **Photocopy this form for additional firms.**

Federal Project Number: \_\_\_\_\_

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

**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 subcontractor who provided a quote or bid but **were not selected to** participate as a subcontractor on this project. **Photocopy this form for additional firms.**

[illegible]





## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

**COUNTYWIDE PAVEMENT MAINTENANCE PROJECT  
TOTAL PROJECT APPROXIMATELY 5.83 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW707  
PROJECT FILE NO. E4992**

**FEDERAL-AID PROJECT NO. STPL-5935 (081)**

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 \_\_\_\_\_, 2020, 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-FIVE (75) WORKING DAYS**

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

**IV. Termination:** This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the

Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

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

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

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

**VII. Surety Bonds:** The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to

form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

**VIII. Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

**A. Worker's Compensation and Employer's Liability Insurance**

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of

the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, City of Atherton, City of Burlingame, City of Daly City, City of Menlo Park, 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, City of Atherton, City of Burlingame, City of Daly City, City of Menlo Park, 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, City of Atherton, City of Burlingame, City of Daly City, City of Menlo Park, 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, City of Atherton, City of Burlingame, City of Daly City, City of Menlo Park, 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, City of Burlingame, City of Redwood City, City of Atherton, City of Daly City, City of Menlo Park,.

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

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

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or
3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
4. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work

required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

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

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

**E. Compensation**

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

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

**IX. Prevailing Wages:** Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

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

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

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

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

**XI. Non-Discrimination and Other Requirements:**

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for



all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

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

c. Section 504 of the Rehabilitation Act of 1973:

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

d. Compliance with County's Equal Benefits Ordinance:

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

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the

past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Manager 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 Manager, 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 Manager.

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

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:**

James C. Porter, Director of Public Works  
 County of San Mateo  
 555 County Center, 5<sup>th</sup> Floor  
 Redwood City, CA 94063-1665  
 Facsimile: 650-361-8220  
 Email: jporter@smcgov.org

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

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

**XX. Contract Amount and Change Orders:****A. Contract Amount**

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

**B. Change Orders**

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

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

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



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

**“County”**

COUNTY OF SAN MATEO  
State of California

BY: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Michael Callagy, County Manager/  
Clerk of the Board of Supervisors

**“Contractor”**

\_\_\_\_\_  
Name of Contractor

BY: \_\_\_\_\_

(Authorized Signature and Seal of Bidder)