

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

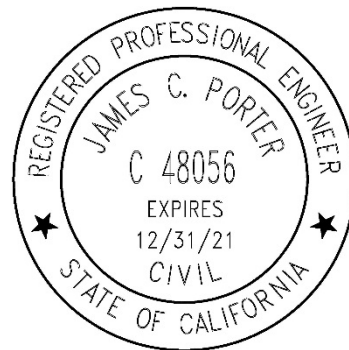
**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA**

**TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SMC51
PROJECT FILE NO. E4976**

**FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA
CAL OES NO. 081-00000**

APPROVED: _____ April 29 _____, 2021



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

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

Last Updated: April 28, 2021

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**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-half (1/2) hour prior to the bid opening to the main public entrance** of the Hall of Justice and Records, 400 County Center, Redwood City, California, 94063 until the hour of

2:30 p.m., Tuesday, May 25, 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:

**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA**

**TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SMC51
PROJECT FILE NO. E4976**

**FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA
CAL OES NO. 081-00000**

Bids are required for the entire work described herein.

Bidders are further advised of the following:

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall:**
 - a. Complete and sign the Plan Holder's Affidavit by using the link below and you will receive a separate link for downloading an electronic copy of the Plans and Specifications:**

<https://publicworks.smcgov.org/ScenicDrRepairPlanHoldersAffidavitForm>

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

- b. If Plans and Specifications are obtained through a source other than those outlined in 1a above, complete and sign the following Plan Holder's Affidavit and return to the County by either PDF via email to mrman@smcgov.org or by fax at (650) 361-8220. **The Contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.**

Plan Holder's Affidavit	
Project Title	Scenic Drive Repair and Reconstruction Project
Project No.	SMC51
Project Engineer:	Monika Raman
Project Manager:	Carter Choi
Bid Open Date and Time:	2:30 p.m., Tuesday, May 25, 2021
Company Name:	
Mailing Address:	
Phone Number:	Fax Number:
E-mail Address:	
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

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

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

ENGINEER'S ESTIMATE**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA****TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY****COUNTY PROJECT NO. SMC51
PROJECT FILE NO. E4976****FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA
CAL OES NO. 081-00000**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	10	1	LS	Develop and Apply Water
2	11	1	LS	Mobilization
3	12	1	LS	Maintaining Traffic
4	13	1	LS	Water Pollution Control
5	14	1	LS	Construction Waste Management
6	15-1	150	LF	Fence Removal
7	15-3	250	CY	Base and Surfacing Removal
8	15-4	2	EA	Inclinometer Well Destruction
9	17	1	LS	Clearing and Grubbing
10	17-1	8	EA	Tree Removal (6" – 10")
11	17-1	5	EA	Tree Removal (12" - 18")
12	17-1	2	EA	Tree Removal (36" - 48")
13	19-1 (F)	550	CY	Structure Excavation (Ground Anchor Wall)
14	19-1 (F)	650	CY	Structure Excavation (Lower and Upper Subdrains)
15	19-1 (F)	550	CY	Structure Backfill (Ground Anchor Wall)
16	19-1 (F)	750	CY	Structure Backfill (Lower and Upper Subdrains)

Scenic Dr Repair and Reconstruction Project Engineer's Estimate – Continued

***Scenic Dr Repair and Reconstruction Project Engineer's Estimate – Continued
from previous page***

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
17	19-2 (F)	2,400	CY	Roadway Excavation (Geogrid Reinforced Embankment)
18	19-2 (F)	230	CY	Trench Excavation (Upper, Roadway and Lower Subdrain)
19	19-3 (F)	2,700	CY	Embankment Construction (Geogrid Reinforced Embankment)
20	20	15	EA	Tree Planting (Coast Live Oak)
21	21-2	25,000	SF	Bonded Fiber Matrix with Hydroseed
22	21-3	400	LF	Fiber Rolls
23	21-4	1,135	LF	Temporary Fence (ESA)
24	24	120	TON	Lime (4%)
25	26	260	CY	Aggregate Base (Class 2)
26	39	195	TON	Hot Mix Asphalt (Type A)
27	39-1	125	LF	Asphalt Concrete Dike (Type F)
28	46	16	EA	Ground Anchors
29	47	1,200	SF	Segmental Block Retaining Wall
30	49-1	556	LF	30" Cast-In-Drilled-Hole Concrete Piling
31	49-2	144	LF	30" Cast-In-Drilled-Hole Concrete Piling (Rock Socket)
32	51-1	23	CY	Structural Concrete (Waler)
33	51-1	19	CY	Structural Concrete (Grade Beam)
34	51-2	330	LF	Minor Concrete (Roadside Ditch and Curb)
35	51-2	72	LF	Minor Concrete (Roadside Curb)
36	51-2	52	LF	Minor Concrete (Wall Ditch)
37	51-2	4	EA	Minor Concrete (Culvert Headwall Structures)
38	51-2	45	LF	Minor Concrete (Culvert Pipe Cap)
39	64	50	LF	15" Corrugated HDPE Plastic Pipe (Driveway Culvert)

Scenic Dr Repair and Reconstruction Project Engineer's Estimate – Continued

***Scenic Dr Repair and Reconstruction Project Engineer's Estimate – Continued
from previous page***

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
40	68	500	LF	6" Perforated Plastic Pipe (Subdrain)
41	68	200	LF	6" Non-Perforated Plastic Pipe (Subdrain)
42	68	232	CY	Class 2 Permeable Material
43	68	5	EA	Pre-Cast Utility Box
44	69	20	EA	Traffic Channelizers
45	80	150	LF	Cable Railing
46	96-1	6,100	SY	Subgrade Enhancement Geogrid (Biaxial)
47	96-2	90	SY	Geocomposite Drain
48	100	1	LS	Construction Staking

Engineer's Estimate of Costs: \$ 2,651,555

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

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

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

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

Pursuant to Section 1773 of the California Labor Code, prevailing wage rates in the County have been established by the California Department of

Industrial Relations, and copies are available in the office of the Director of Public Works. Said prevailing wage rates shall be made available to any interested party on request, and the successful Bidder shall post a copy of the wage rates at the job site. The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and the Federal Requirements section of these Special Provisions. More specifically, reference is made to section FR-20, "Federal Wage Rates (North County)".

Additionally:

- a. Contractor and Subcontractor hereby agree to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.
- b. Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project (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 D) relate to resolution of construction claims, and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above shall be considered as incorporated into and become an integral part of these specifications.

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

Plans and Specifications and forms of Proposal and Contract may be downloaded **at no cost** by completing the Plan Holder's Affidavit using the link below:

<https://publicworks.smcgov.org/ScenicDrRepairPlanHoldersAffidavitForm>.

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.

**Carter Choi – Senior Civil Engineer
Department of Public Works
County of San Mateo
(650) 599-1452**

**Monika Raman – Associate Civil Engineer
Department of Public Works
County of San Mateo
(650) 599-1472**

The Contractor is advised that inspection of the site prior to the bid submittal and acknowledgement of said inspection will be required for acceptance of the bid.

The Contractor shall sign and date the Acknowledgement of Site Visit form provided on page 7 of the Proposal Section and submit with this form with the bid. Failure to complete this form shall be grounds for rejection of the bid.

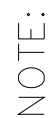
The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

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

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: April 29, 2021

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



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**

**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA**

**TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SMC51
PROJECT FILE NO. E4976**

**FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA
CAL OES NO. 081-00000**

DATE: April 29, 2021

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 Payment and Performance Bonds in the form issued by an admitted surety insurer and made payable to the County of San Mateo in lieu of the sample forms provided herein in Appendix B 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 45 CFR (Code of Federal Regulations) parts 80, 84 and 91 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. 077227** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved the **2018** Standard Plans and Standard Specifications, of the State of California,

Department of Transportation as the Standard Plans and Standard Specifications of the County of San Mateo, State of California.

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

2-1.015. Federal Lobbying Restrictions

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

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

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

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

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

subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

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

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 Section 3-1.04, "Contract Award," of the Standard Specifications:

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

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

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

- (3) All protests shall be delivered to:

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

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

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

- Project Name

- Project File Number
- A complete statement describing the basis for the bid protest, which includes a detailed statement of all legal and factual grounds for the protest
- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

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

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

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

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

END OF SECTION

SECTION 4.
DESCRIPTION OF WORK

The work to be done consists, in general, of the repair and reconstruction of a portion of upper Scenic Drive (between Fir View and Recreation Drive), and involves construction of retaining walls to stabilize the integral ground failure, placement of geosynthetic reinforced engineered fill, embankment reconstruction, installation of both subsurface and above-ground drainage systems, and repair and reconstruction of the roadway, 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 is 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 or by phone by dialing (800) 642-2444 or 811.

5-4. Permits and Licenses

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

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

cost associated with compliance with Confined Space Entry Regulations shall be at the expense of the Contractor.

Contractor's attention is directed to Appendix E, "Avoidance and Minimization Measures," of these Project Specifications.

5-5. Project Appearance

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

5-6. Preservation of Property

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

5-7. Air Pollution Control

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

5-8. Obstructions

Attention is directed to the provisions in Sections 5-1.36C, "Non highway 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. BLANK

5-13. Subcontracting

Attention is directed to the provisions in Section 7-0.17, "Subcontracting," of these Special Provisions and Section 5-1.13, "Subcontracting," of the Standard Specifications.

END OF SECTION

SECTION 6. CONTROL OF MATERIALS

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

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

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.

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

In addition to requirements for providing Material Certification or Certificates of Compliance, material testing shall be performed for the following applicable properties:

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	Description
Aggregate Base	Relative Compaction	CT 231 or ASTM D6938	Determines field densities using a nuclear gage.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.
Concrete	Compressive Strength	CT 521	Determines compressive

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	Description
			strength of freshly-mixed concrete using fabricated 6"x12" cylinders.
Geotextile Fabric	Weight /SY and Grab Strength	ASTM D4632	Determines weight per square yard and grab strength.
Grout	Compressive Strength	ASTM C1019	Determines compressive strength of freshly-mixed grout using grout sample box.
Ground Anchors	Load Capacity and Load Deformation Behavior	FHWA Geotechnical Engineering Circular No. 4 – Proof and Performance Testing	Verification of load capacity and deformation behavior of anchors before they are put into service.
Steel Rebar	Tensile Strength & Bend Capability	ASTM A615, A370	Determines tensile strength and bend capability.

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

END OF SECTION

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

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

7-0.10. 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.

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.

7-0.12. 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.

7-0.13. General 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.

7-0.14. 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.

7-0.15. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7-0.16. Good Faith Effort

MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as nonresponsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

7-0.17.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 Public Contract Code § 4100 et seq., the County of San Mateo may exercise the remedies provided under Public Contract Code § 4110. The County of San Mateo may refer the violation to the Contractors State License Board as provided under Public Contract 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.

7-0.18. 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.

7-0.19. 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.

7-0.20. 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.

7-0.21. 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 C 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.

7-5. Trench and Excavation Safety

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

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

END OF SECTION

SECTION 8.

PROGRESS OF WORK AND TIME OF COMPLETION

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

8-1. Time of Completion

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

NINETY (90) 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.

If construction is to occur within the nesting season for migratory birds (typically March-August), a preconstruction survey will be performed by County to determine if active migratory bird nests are present within 300 feet of the construction work area (within 500 feet for raptors). If an active nest is located, construction within 300 feet of the nest (500 feet for raptor nests) will be postponed until the nest is vacated and juveniles have fledged and when there is no evidence of a second attempt at nesting. No compensation for construction delay will be made and Section 8-1.07, "Delays" of the Standard Specifications shall not apply.

8-2. Liquidated Damages

Attention is directed to Sections 8-1.04, "Start of Job Site Activities," 8-1.05, "Time," and 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Four Thousand

Eight Hundred Dollars (\$4,800.00) per calendar day for every calendar day delay over and above the number of working days prescribed above for finishing the work.

8-3. Progress Schedule

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

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

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

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

The Contractor is advised that:

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

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

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

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

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

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

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

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

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

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

8-4. Construction Work Plan

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

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

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

construction work plan from the Engineer. The Notice to Proceed will be issued by the Department of Public works after the work plan has been approved.

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

END OF SECTION

SECTION 9. MEASUREMENT AND PAYMENT

9-1. Force Account Work

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

The first sentence of 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 7-0.18, "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 7-0.19, "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 D) 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 10.
DEVELOP AND APPLY WATER

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

The Contractor's attention is directed to the fact that the local water purveyor in the La Honda area is the Cuesta La Honda Guild (Guild). However, the County makes no guarantee that the Guild can provide water to the Contractor for this project. Contractor shall make arrangements prior to commencement of work to obtain an adequate water supply from another utility. The Guild may be contacted by calling Mike Williams, Guild Water Resources Director, 650-703-4993.

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

For the purpose of progress payments, payment for this item shall be based on the pro rata share of the work completed. When, in the opinion of the Engineer, the Contractor has been inattentive to a dust hazard, any portion of the progress payment for this item, "Develop and Apply Water," may be withheld until the dust hazard has been corrected.

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

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.

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

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

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

END OF SECTION

SECTION 12. MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12-1, "Temporary Traffic Control, General," of the Standard Specifications, these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. Section 12-1.04, "Payment," of the Standard Specifications shall not apply. In connection with said sections, it is understood that all lights, signs, barricades, flaggers or other necessary devices shall be furnished and maintained by the Contractor at the Contractor's expense.

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

Property Owner Secondary Notification

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

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

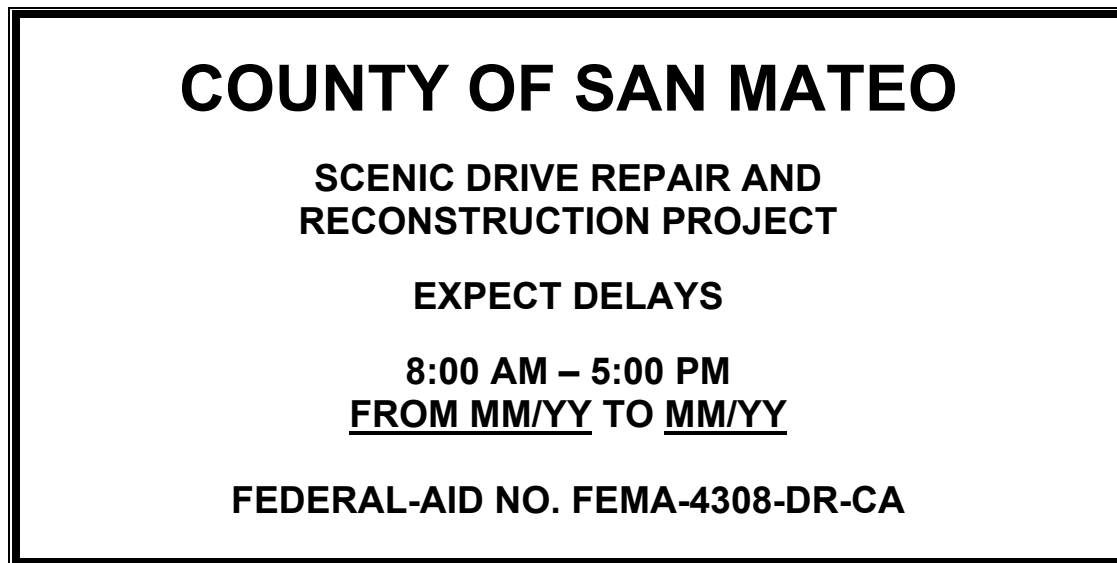
1. Front on or are contiguous to the Project limits.
2. Have ingress/egress route only from within the Project limits.

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

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

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

The Traffic Control Plan shall include orange advisory signs (aluminum or plywood, or as approved by the Engineer), **3' x 6' minimum**, stating expected delays, road closures, 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 approved or directed by the Engineer. 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, as approved or directed by the Engineer, but shall be open by 5:00 P.M. at the end of the workday. 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.

Hand written signs will not be permitted.

Proposals by the Contractor to temporarily close portions of roadways outside of the Project limits to through traffic during 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.

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than twelve feet (12') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than twelve feet (12') wide, that is flagger controlled. The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefore. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein. When ordered by the Engineer, the Contractor shall furnish additional flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car. During all non-working days, one channelized and unobstructed traffic lane, not less than twelve feet (12') wide, shall be provided in each direction. Traffic may be stopped in both directions only as specifically authorized by the Engineer. If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair or replace said component to its original condition and reinstall the component to its original location.

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

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. If the Contractor shall appear to be neglectful or negligent in providing warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that additional barricades, flashers, warning and detour signs or lights be installed by the Contractor, or additional flaggers provided. Any action or lack of action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.

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

END OF SECTION

SECTION 13. WATER POLLUTION CONTROL

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

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

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

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

Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, roadside ditches, 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; sandbags 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 saw cutting operations shall be shoveled or vacuumed and completely removed from the site. The Contractor shall not be permitted to sweep or flush any saw cutting debris or slurry into any watercourse, or tributary area.

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.

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

END OF SECTION

SECTION 14.

CONSTRUCTION WASTE MANAGEMENT

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

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

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

14-1 Diversion Goals

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

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

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

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

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

14-2 References and Resources

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

14-3. Waste Management Plan and Daily Transport Report

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

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

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

Approval will be granted if the plan shows:

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

14-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

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

D. Separation Facilities:

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

E. Materials Handling Procedures:

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

F. Hazardous Wastes:

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

G. Reporting:

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

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

- (1) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).
- (2) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (3) Documentation shall consist of photocopies of receipts and weight

tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that that said person knows to contain any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

END OF SECTION

SECTION 15.

EXISTING FACILITIES

General

The work performed in connection with various existing highway facilities shall conform to the provisions in Sections 5-1.36, "Property and Facility Preservation" and 15, "Existing Facilities", of the Standard Specifications, Sections 7-14, "Trench Safety," and 15, "Existing Facilities," of these Special Provisions, the Plans, and the directions of the Engineer.

All material removed shall be disposed of in conformance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 10, "Construction Waste Management," of these Special Provisions.

Execution

- 15-1. Fence Removal
- 15-2. Buried Utility Removal
- 15-3. Base and Surfacing Removal
- 15-4. Inclinator Well Destruction

Measurement and Payment

Full compensation for all work involved for the items, "Fence Removal," "Base and Surfacing Removal," and "Inclinator Well Destruction" shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

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

15-1. Fence Removal

General

Work associated with the removal of existing chain link fence and gates, and barbed wired fence barrier fence shall conform to the provisions of these

Special Provisions.

Execution

Work shall include, but not be limited to, removing and disposing of barbed wires fence and posts, chain link fence fabric, tension wires, and bracing posts and chain link fence and gate components above and below ground (including concrete around post formation), and placing and compacting earth backfill in the resulting fence post voids as shown on the Plans and as directed by the Engineer.

15-2. Buried Utility Removal

General

There are no active utilities, either above ground or below ground within the project site.

However, the Contractor is advised that an abandoned concrete septic vault and associated leach field may be encountered when constructing the upper subdrain. The Contractor's attention is directed to the note on Sheets 5 and 14. The location of the concrete septic vault is approximate and reference only.

Execution

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

15-3. Base and Surfacing Removal

General

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

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

Execution

Where base and surfacing are described to be removed, remove base and surfacing to a depth of at least 9 inches below grade of the existing surfacing, Where applicable, backfill resulting holes and depressions with embankment material under Section 19, "Earthwork."

15-4. Inclinometer Well Destruction

General

The destruction of the inclinometer well shall conform to the over-drilling requirements of the County of San Mateo, Environmental Health Services Division.

The contractor is advised to refer to the Groundwater Protection Program Monitoring Well Destruction Policy provided in Appendix F. For more information or resources contact County of San Mateo Environmental Health Services at (650) 372-6200.

The Contractor shall obtain the necessary permit from San Mateo County Environmental Health Services Division's Groundwater Protection Program for Destruction of the Monitoring Well. The Contractor's attention is directed to Appendix F for the Subsurface Drilling Permit Application. There is a \$747 application fee for the permit. For more information contact San Mateo county Environmental Health Services at: (650) 372-6200.

Execution

The well casing and all annular material must be removed. A guide rod extending to the bottom of the casing must be inserted prior to drilling, and the boring tremie grouted to the surface using Type I/II cement grout or sand/cement grout, consistent with State Water Well Standards. Augers may not be completely removed from the boring prior to grouting. No more than five feet of unsupported boring may be exposed at any time to avoid loss of borehole integrity. A general observation is that grouting borings using the ¾ inch PVC

pipe typically used to collect grab groundwater samples in borings is not adequate. Free falling grout is only allowed through augers if the boring is dry, or if water is present in less than 10% of the boring, and the boring is less than 30 feet deep, otherwise grout must be pumped through the tremie pipe and the boring grouted from the bottom up to displace groundwater.

Failure to emplace the necessary amount of grout either due to pressure grout failure or improper field techniques, will result in the requirement to over-drill and properly destroy the well or boring in question. Any variance from work plan approved well destruction procedures or conditions must be approved in writing. Failure of the driller to provide adequate equipment to properly destroy wells at the time of scheduled well destruction may result in voiding of the current permit and require re-permitting as a new mobilization. A complete description of field activities including copies of drillers dallies and consultant field notes documenting the number of bags of cement and volume of mixed grout used to destroy each well must be provided in a well destruction report.

END OF SECTION

SECTION 17.

CLEARING AND GRUBBING

General

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

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

Execution

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

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

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

Existing improvements, such as fences, mailboxes, out of service fire hydrants and landscaping, that need to be removed and/or relocated, as determined by the Engineer for construction purposes, shall be accomplished only after the property owners have been given an opportunity to perform this task themselves. If the property owners do not perform this task, then the Engineer may direct the Contractor to perform this operation. Existing improvements removed shall become the property of the

Contractor and shall be hauled away by the Contractor, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner. Written proof of any arrangements made between the Contractor and property owners shall be provided to the Engineer.

Except as provided for under Section 17-1, "Tree Removal," of these Special Provisions, existing trees and shrubs within the limits of work shall be removed, as shown on the Plans and as directed by the Engineer.

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

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

Measurement and Payment

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

17-1. Tree Removal

General

No trees designated on the Plans for removal shall be removed without the prior written approval of the Engineer.

Execution

The removal of the trees shall include branches, leaves, bark, stump and roots. Voids left by removed tree and roots shall be backfilled immediately upon completion of tree removal, as directed by the Engineer.

Measurement and Payment

Full compensation for all work involved for the items "Tree Removal (6"-10")", "Tree Removal (12"-18")", and "Tree Removal (36"-48")" shall be as specified in Section 9 of the Standard Specifications and these Special

Provisions.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities for the items, "Tree Removal (6"-10")", "Tree Removal (12"-18")", and "Tree Removal (36"-48")", required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate any or all of these items, "Tree Removal (6"-10")", "Tree Removal (12"-18")", and "Tree Removal (36"-48")", 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 cost incurred should he proceed in advance of receiving written authorization from the County.

END OF SECTION

SECTION 19.

EARTHWORK

General

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

Grading shall be performed as shown on the Plans and as directed by the Engineer. Said grading shall be considered as included in the unit prices paid for the various Contract items of work, and no separate payment will be allowed therefore.

The Contractor's attention is further directed to Section 5-6, "Preservation of Property," of these Special Provisions. Damages, as a result of the Contractor's operations to properties and facilities to remain, shall be repaired or replaced at the Contractor's expense.

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

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

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

Materials

- 19-1. Structure Excavation and Backfill
- 19-3. Embankment Construction

Execution

- 19-1. Structure Excavation and Backfill
- 19-2. Roadway Excavation
- 19-3. Embankment Construction

Measurement and Payment

Full compensation for all work involved for the items “Structure Excavation (Ground Anchor Wall)”, “Structure Excavation (Lower and Upper Subdrain)”, “Structure Backfill (Ground Anchor Wall)”, “Structure Backfill (Lower and Upper Subdrains)”, “Roadway Excavation (Geogrid Reinforced Embankment)”, “Embankment Construction (Geogrid Reinforced Embankment)”, and “Trench Excavation (Upper, Roadway, Lower Subdrains)” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions. Specifically, these items are final pay items as defined in Section 9-1.0C, “Final Pay Items Quantities,” of the Standard Specifications. The quantities of earthwork, trenching, structure excavation and structure backfill will not be measured except for the specific backfill materials specified and/or required.

19-1. Structure Excavation and Backfill**General**

Structure Excavation and Backfill work shall conform to the provisions of Section 19-3, “Structure Excavation and Backfill,” and Section 19-5, “Compaction,” of the Standard Specifications and these Project Specifications.

Work shall include but not be limited to structure excavation, off-haul, disposal, structure backfill, spreading, moisture conditioning, and compacting, as required to repair the embankment failure as shown on the Plans and as directed by the Engineer.

Materials

Structure Backfill material shall conform to the provisions of Section 19-3.02C, "Structure Backfill," of the Standard Specifications. Contractor may elect to use on-site material as backfill material. Before placement, backfill material must be confirmed and approved by the Engineer.

Execution

Compaction of accepted backfill material shall conform to the provisions of Section 19-5, "Compaction," of the Standard Specifications.

Structural backfill shall be compacted to the maximum dry density as shown on the Plans and in accordance with ASTM D-1557, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort."

19-2. Roadway Excavation**General**

Roadway excavation work shall conform to the provisions of Section 19-2, "Roadway Excavation," of the Standard Specifications and these Project Specifications.

Work shall include but not be limited to excavating and stockpiling the selected material, removing the stockpiled material, and placing it in its final position, and removing surcharge material as shown on the Plans and as directed by the Engineer

Execution

The Contractor shall excavate to the described or authorized grade as shown on the Plans. If material is over-excavated, the contractor shall backfill with an authorized material and compact it with no additional charge to the County.

19-3. Embankment Construction

General

Embankment construction work shall conform to the provisions of Section 19-6, "Embankment Construction," of the Standard Specifications and these Project Specifications.

Work shall include but not be limited to preparing areas to receive embankment material, placing and compacting embankment material including: lime treated backfill (if required), suitable material within roadway areas where unsuitable material has been removed, material in holes, pits, and other depressions within the roadway area; as shown on the Plans and as directed by the Engineer.

Materials

Embankment fill material must be excavated material from excavations or from local or imported borrow. Material for embankment backfill must not contain rocks, broken concrete, or other solid materials larger than 4 inches in greatest dimension. Before placement, embankment fill material must be confirmed and approved by the Engineer.

If required, attention is directed to Section 24, "Lime," of these Special Provisions for additional requirements for lime used in treatment of embankment fill.

Execution

Compaction of accepted embankment fill material shall conform to the provisions of Section 19-5, "Compaction," of the Standard Specifications.

Embankment fill shall be compacted to the maximum dry density as shown on the Plans and in accordance with ASTM D-1557, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort." If required, attention is directed to Section 24, "Lime," of these Special Provisions for additional requirements for placement and compaction of lime treatment embankment fill.

END OF SECTION

SECTION 20.

LANDSCAPE

General

Tree Planting work shall conform to the provisions of Section 20, "Landscape," and Section 20-3, "Planting," of the Standard Specifications and these Project Specifications.

Work shall include but not be limited to furnishing, transporting, excavation, tree placement, fertilizer and treatment, and plant establishment, as required for planting work as shown on the Plans and as directed by the Engineer.

Materials

Pursuant to Section 12,024 of the County Significant Tree Ordinance, when construction is complete, Coast Live Oak (*Quercus agrifolia*) trees (five [5]-gallon-size stock) shall be planted in and around the Project impact area as shown on the Plans and as directed by the Engineer. Planting with locally native oak species from locally originating stock shall be accomplished using containerized seedlings/saplings at approximate spacing specified by the County representative.

The soil shall be amended, if needed for soils with insufficient nutrients, by adding compost (composted, not raw). If high carbon sources are used, nitrogen fertilizer shall be added to prevent the nutrients in these materials from being broken up by microorganisms, making them unavailable to the plants.

Execution

Woody species shall be planted at least ten [10]-feet back from the edge of pavement on Scenic Drive. At corners and locations where visibility is crucial, the setback shall be greater as determined by the Engineer. A County representative shall oversee all revegetation activities.

After planting, the area shall be immediately covered with erosion control measures as shown on the Plans.

Containerized oak shall be supplied in five-gallon containers and shall be planted according to the following procedures:

- Planting shall occur after fall rains begin, providing natural moisture to the site.
- All sites shall be scalped of herbaceous vegetation to a 3-foot by 3-foot size before planting.
- A hole wide and deep enough to accommodate the root ball from a 5-gallon pot shall be dug.
- Containerized trees shall be planted to the exact depths as the trees are grown in their container.
- The location of each planted oak shall be recorded and provided to the County on an as-built drawing.

Containerized oak plantings need protection from tree and squirrels. A galvanized 0.75-inch mesh 'gopher wire' cage (18 inches tall) (or similar protection) shall be placed as a 5-inch cylinder, 6 inches below ground and 12 inches above ground to protect oak tree plantings.

To maximize plant survival, tree planting should generally occur between October 1 and January 1 to take advantage of the winter rains and moist soil conditions. If weather conditions preclude planting in that time period, tree planting can be extended into the early spring. Late plantings are however likely to require more frequent supplemental watering in the summer.

Measurement and Payment

Full compensation for all work involved for the items "Tree Planting (Coast Live Oak)" shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

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

The County reserves the right to eliminate this item, "Tree Planting," from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to

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

END OF SECTION

SECTION 21.

EROSION AND SEDIMENT CONTROL

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

General

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

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

Materials

- 21-1. Temporary Erosion Control
- 21-2. Bonded Fiber Matrix with Hydroseed
- 21-3. Fiber Rolls
- 21-4 Temporary Fence (Type ESA)

Execution

- 21-1. Temporary Erosion Control
- 21-2. Bonded Fiber Matrix with Hydroseed
- 21-3. Fiber Rolls

21-4 Temporary Fence (Type ESA)

Measurement and Payment

Full compensation for all work involved for the items, “Bonder Fiber Matrix with Hydroseed”, “Fiber Rolls” and “Temporary Fence (Type ESA)” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

Temporary Erosion Control shall be considered as included in the unit price paid for “Water Pollution Control,” and no additional compensation will be allowed therefore.

21-1. Temporary Erosion Control

General

The Contractor shall be required to adhere to the provisions of Section 10, “Develop and Apply Water,” Section 13, “Water Pollution Control,” this Section, and the directions of the Engineer throughout the work.

No excavation or backfill work shall commence until temporary erosion control has been placed as shown on the plans, as outlined in an approved Water Pollution Control Plan, and as directed by the Engineer.

Materials

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

Execution

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

Additional temporary erosion controls (fiber rolls, straw mulch, silt fencing, temporary berms, or any combination of these), if necessary and as directed by the Engineer, shall be installed at the conclusion of the workweek to the satisfaction of the Engineer. The Engineer may also require the installation of temporary erosion controls at the conclusion of any workday when rain and/or wind is occurring or forecast.

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

Staging Areas

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

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

Staging Area Finish

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

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the conclusion of construction operations. Staging area surfaces shall be smoothed and contoured to drain in the same manner as prior to their use. The smoothed and contoured surface shall be covered with not less than six (6) inches and not more than twelve (12) inches of three-inch (3") un-compacted drain rock unless other material is approved in advance in writing by the Engineer. Any adjacent

areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

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

Mulch

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

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

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

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

Winterization

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

Engineer.

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

Removal and Disposal

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

21-2. Bonded Fiber Matrix with Hydroseed **General**

Bonded Fiber Matrix with Hydroseed to be applied over final backfill, finished grading, construction access, staging area and cut slopes where natural ground has been disturbed. Bonded Fiber Matrix with Hydroseed shall be the last activity conducted by the Contractor prior to project acceptance. Bonded Fiber Matrix with Hydroseed work shall conform to the provisions of Section 21-2.03D, "Hydromulch and Hydroseed," and Section 21-2.03H, "Bonded Fiber Matrix," of the Standard Specifications and these Special Provisions.

Erosion Control Hydroseed work shall include, but not be limited to, providing, mixing, and applying seed mix as shown on the Plans and as directed by the Engineer.

Materials**Hydroseed:**

Seed mix shall be from latest crop. Minimum pure live seed content to be 80 percent and tested within the preceding 6 months. Do not use seed mix after expiration date.

Seed Mix:

- a) Elymus X triticum, Regreen: 22 pounds per acre.
- b) Elymus glaucus, Blue Wildrye: 8 pounds per acre.
- c) Achillea millefolium, Yarrow: 0.5 pounds per acre.
- d) Hordeum brachyantherum, Meadow Barley: 6 pounds per acre.
- e) Festuca rubra, Red Fescue: 6 pounds per acre.
- f) Bromus carinatus, California Brome: 6 pounds per acre.
- g) Trifolium wildenovii, Tomcat Clover: 2 pounds per acre.

Wood Fiber:

Wood Fiber shall conform to the provisions of Section 21-2.02D, "Fiber", of the Standard Specifications.

Fertilizers:

Fertilizer shall have a guaranteed chemical analysis of 6% nitrogen, 20% phosphoric acid, and 20% soluble potash. Fertilizer shall be pelleted form slow release (9 month) type. Fertilizer shall conform to the provisions of the California food and agricultural code.

Stabilizing Emulsion:

M-Binder or approved equivalent.

Execution**Bonded Fiber Matrix with Hydroseed Preparation**

- a. Area to be seeded to be weed free and have a firm seed bed which has previously been roughened by scarifying, disking, harrowing, chiseling, or otherwise worked to a depth of 2 to 4 inches.
- b. Do not use any implements that will create an excessive amount of downward movement or clods on sloping areas.
- c. Seedbed may be prepared at time of completion of earth-moving work.

Fertilizer

- a. Distributed uniformly over seed bed and incorporated into the soil.
Incorporation may be part of the seedbed preparation or as part of the seeding operation, unless seed is broadcast. If fertilizing is a part of the seedbed preparation, do not fertilize more than 15 days prior to seeding.
- b. Apply fertilizer at 1000 pounds per acre.

Application

- a. Mark test plots to calibrated equipment and rate of vehicle. Continue test operations until satisfied with performance of even, smooth application.
- b. Apply seed with wood cellulose fiber at 500 pounds per acre. Do not allow seed to stay within slurry longer than 30 minutes.
- c. Immediately after seeding, apply wood fiber at 2500 pounds per acre with a tackifier adhesive at 75 pounds per acre. Mixture to be sufficiently green in color to determine coverage. Use nontoxic dye that is water-soluble. Bonded Fiber Matrix shall be applied to all areas where existing ground has been disturbed by the contractor's operations and as directed by the engineer. Foot traffic on Bonded Fiber Matrix hydroseeded area is not permitted.

21-3.Fiber Rolls

General

Fiber Roll work shall conform to the provisions of Section 21-2.02, "Erosion Control Work," of the Standard Specifications and these Special Provisions.

Fiber roll work shall include, but not be limited to, furnishing, and installing fiber rolls as shown on the Plans and as directed by the Engineer.

Materials

Erosion control blanket shall conform to the provisions of Section 21-2.02P, "Fiber Rolls," of the Standard Specifications and these Special Provisions.

Execution

Fiber Rolls shall be installed in conformance with Section 21-2.03P, "Fiber Rolls," of the Standard Specifications and these Special Provisions.

21-4. Temporary Fence (Type ESA)**General**

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed in conformance with the details shown on the plans, as specified in these special provisions and as directed by the Engineer. Temporary fence (Type ESA) provides a visible boundary adjacent to protected areas such as an ESA.

Submittals

Contractor shall submit a certificate of compliance for high visibility fabric and safety caps for metal posts.

Materials

Materials for temporary fence (Type ESA) shall conform to the following:

High Visibility Fabric

High visibility fabric must contain UV inhibitors and comply with the requirements in the following table:

Property	Specifications	Requirements
Width, inches, min	Measured	48
Opening size inches	Measured	1" x 1" (min) 2" x 4" (max)
Color	Observed	Orange
Roll weight, lb, min for 4' x 100' roll	Measured	12
Tensile strength, lb, min	ASTM D4595	320

Posts

Posts for temporary fence (Type ESA) must be wood or metal.

Wood posts must be:

1. At least 2 by 2 inches in size and 4 feet long
2. Untreated fir, redwood, cedar, or pine, cut from sound timber
3. Straight and free of loose or unsound knots and other defects that could render the posts unfit for use
4. Pointed on the end to be driven into the ground

Metal posts must:

1. Be at least 4 feet long.
2. Be made of steel.
3. Have a U-shaped, T-shaped, L-shaped, or other cross-sectional shape that can resist failure from lateral loads.
4. Be pointed on the end to be driven into the ground.
5. Weigh at least 0.75 pound per foot.
6. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and must fit snugly onto the metal post.
7. Be installed inside and facing the work area.

Signs

Signs for Type ESA temporary fence must be:

1. Weatherproof and fade-proof and may include plastic laminated printed paper affixed to an inflexible weatherproof backer board
2. Attached to the high visibility fabric with tie wire or locking plastic fasteners

Execution

Install Type ESA temporary fence:

1. With high visibility fabric, posts, and fasteners as follows:
 - 1.1. If wood posts are used, fasteners must be staples or nails
 - 1.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
 - 1.3. Spacing of the fasteners must be no more than 8 inches apart
2. Before clearing and grubbing activities
3. From outside of the protected area
4. With posts spaced 8 feet apart and embedded at least 16 inches in the soil

Signs must be attached with the top of the sign panel flush with the top of the high visibility fabric and placed 100 feet apart along the length and at each end of the fence.

Maintenance

Maintain Type ESA temporary fence by:

1. Keeping posts in a vertical position
2. Reattaching fabric to posts
3. Replacing damaged sections of fabric
4. Replacing and securing signs

When Type ESA temporary fence is no longer required, as determined by the Engineer, the temporary fence shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, except when reused as provided in this section.

Exit Funnels

Exit funnels shall be installed on a plywood panel to allow any California Red Legged Frogs or San Francisco Garter Snake to exit the construction area. The exit funnels shall be spaced approximately every 100 feet or as determined by the Engineer or Biologist. The exact spacing will depend on the topography and the adjacent habitats. The Contractor is allowed to make minor modifications to the fence alignment shown in the Plans under the approval of the Engineer or Biologist. The Contractor shall get the County's approval of the proposed exit funnel locations prior to constructing the fence.

Exit funnels must:

1. Be installed on a plywood panel section of the fence that is at least 2 feet wide.
2. Be at least 4 feet long.
3. Clear of all vegetation.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Measurement and Payment

Full compensation for all work involved for the items “Temporary Fence (Type ESA),” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 24.

LIME

General

Lime work shall conform to the provisions of Section 24, "Stabilized Soils," of the Standard Specifications and these Special Provisions.

Lime work, if necessary and as determined by the project geotechnical engineer, is to be used where wet soil conditions exist and inhibit adequate placement and compaction of Geogrid Reinforced Embankment backfill and in conformance with these Special Provisions and as directed by the Engineer.

Materials

Lime must comply with ASTM C977 and the requirements set forth in Section 24-2.02, "Materials" of the Standard Specifications and these Special Provisions.

Lime sources must be on the Authorized Material List for approved producers of lime for use in soil stabilization.

Execution

The Contractor shall submit lime samples under ASTM C50. The submittal shall include the chemical and physical analyses of the lime sample.

For every 500 cu yds of material to be lime stabilized:

- 1) Test the relative compaction under California Test 231.
- 2) Test the moisture content under California Test 226

Mixing lime to be used for lime stabilized soil shall follow the provisions in Section 24-2.03D, "Mixing," of the Standard Specifications and these Special Provisions.

Compaction shall occur immediately after final mixing. Compaction by means of a vibratory roller is not permitted unless authorized by the Engineer. Compact the lime stabilized soil to at least 90 percent relative compaction and as shown on the Plans.

Before applying lime, measure the ground surface temperature. Apply lime at ground temperatures above 35 degrees F. Scarify the surface of lime stabilized soil at

least 2 inches between each layer. Do not scarify the finished surface of the lime stabilized soil. From the application of lime to 3 days after the applications of curing treatment, only equipment and vehicles essential to the lime stabilization work are allowed on the lime stabilized soil.

Lime shall be applied in dry form, application in slurry form must be authorized by the Engineer.

Measurement and Payment

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

The Contractor is advised that the approximately one hundred twenty (120) tons of lime stabilized backfill is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.

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

The County reserves the right to eliminate this item, "Lime," from the Project either completely or by a reduction in quantity. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred, should he proceed in advance of receiving written authorization from the County.

END OF SECTION

SECTION 26.
AGGREGATE BASE (CLASS 2)

General

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

Work shall include, but not be limited to furnishing, spreading, moisture conditioning, and compacting aggregate base as shown on the Plans for road construction and improvements and as directed by the Engineer.

Materials

Aggregate base shall be Class 2, 3/4 inch maximum.

Execution

Aggregate base shall be compacted to the maximum dry density as shown on the Plans and in accordance with ASTM D-1557, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort." Characteristics of Soil Using Modified Effort." The thickness of each layer shall not exceed nine (9) inches before compaction. Installed aggregate base which does not meet the required relative compaction shall be scarified, moisture conditioned, and re-worked until the required relative compaction is attained.

Measurement and Payment

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

END OF SECTION

SECTION 39.

ASPHALT CONCRETE

General

Hot mix asphalt work shall conform to the provisions of Section 39-2, "Hot Mix Asphalt," of the Standard Specifications and these Special Provisions.

Hot mix asphalt work shall include, but not be limited to, providing, spreading, and compacting hot mix asphalt for construction of pavements as shown on the Plans and as directed by the Engineer.

Materials

Hot mix asphalt shall be Type A 1/2-inch gradation and conforming to the provisions of Section 39, "Hot Mix Asphalt," of the Standard Specifications.

Asphalt binder for HMA Type A shall be PG 64-10 or PG 64-16 as specified in Section 92, "Asphalt Binders." Aggregate used in HMA Type A shall comply with 3/4-inch Types A and B as specified in Section 39-2.02B(4), "Aggregates."

Tack coat shall be Type SS1h according to Section 39-2.01C(3)(f), "Tack Coat," of the Standard Specifications and shall be applied between pavement lifts and to vertical concrete faces that are in immediate contact with HMA pavement.

Hot mix asphalt for asphalt concrete dikes shall be Type A 3/8-inch gradation and conforming to the provisions of Section 39-2.01B(11), "Miscellaneous Areas and Dikes," of the Standard Specifications.

Execution

HMA pavement shall be installed in 2 equally thick compacted pavement lifts. Compaction shall conform to Section 39-2.01C(15)(b) Method Compaction of the Standard Specifications. Construct HMA pavement to the lines and grades shown on the plans.

The Contractor shall furnish and use tarpaulins to cover all loads of hot mix asphalt from the time that the mixture is loaded at the plant until it is discharged from the vehicle at the site. The Contractor shall reject hot mix asphalt that arrives at the job

site that is not covered with tarpaulins. Any expense that results from the rejection shall be borne by the Contractor with no separate or additional payment made.

Asphalt concrete shall be compacted to a minimum relative compaction of 95% as determined by Test Method 375. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic.

If the test results for any lot of asphalt concrete indicate that the relative compaction is below 95.0 percent, but above 93.9 percent, the Contractor will be advised that the required relative compaction is not being attained and that the materials or his procedures, or both, need adjustment. Asphalt concrete spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction.

If the test results for any lot of asphalt concrete indicate that the relative compaction is less than 94.0 percent, the asphalt concrete represented by that lot shall be removed. Asphalt concrete spreading operations shall not continue until the Contractor makes significant adjustments to the materials or procedures, or both, in order to meet the required compaction. The adjustments shall be agreed to by the Engineer.

When existing asphalt concrete is specified to be saw cut on the plans, all joints shall be neatly cut to a vertical face along a neat transverse or longitudinal line. Areas that have been cut but not paved and that have been damaged by vehicle traffic shall be recut as determined by the Engineer.

The use of any equipment for placing asphalt concrete that leaves ridges, indentations, or other objectionable marks in the surface, or fails to provide a finished workmanlike uniform job shall be discontinued and other acceptable equipment shall be furnished by the Contractor.

Measurement and Payment

Full compensation for all work involved for the item "Hot Mix Asphalt (Type A)" and "Asphalt Concrete Dike (Type F)" shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 46.

GROUND ANCHORS

General

Ground Anchor work and acceptance testing shall conform to the provisions of the Federal Highway Administration Geotechnical Engineering Circular No. 4, "Ground Anchor and Anchored Systems" (FHWA-IF-99-015), Section 46, "Ground Anchors and Soil Nails" and Section 55, "Steel Structures," of the Standard Specifications and these Special Provisions. Go to <https://www.fhwa.dot.gov/engineering/geotech/pubs/if99015.pdf> to view and download FHWA-IF-99-015.

Ground Anchor work shall include but not be limited to drilled holes in soil and rock material, grouted steel strands, anchorage assemblies, and testing and lock-off of installed tieback anchors conforming to the minimum requirements shown on the Plans and the FHWA Geotechnical Engineering Circular No. 4, and these Special Provisions, and as directed by the Engineer.

Materials

Structural steel for the tieback anchorage assembly and enclosure shall conform to provisions in Section 55, "Steel Structures," of the Standard Specifications. Structural steel shall consist of the anchorage assembly (steel sleeve, bearing plate, etc.) and the enclosure (grout cap, etc.). The anchorage assembly and the anchorage enclosure shall be galvanized. The tieback system shall be Class I corrosion protected as described in Geotechnical Engineering Circular No. 4. Grout shall be 5,000 psi, 28-day compressive strength.

Execution

Tieback anchors shall be installed at the location and inclination shown on the plans and in accordance with the manufacturer's recommendations. The Contractor is responsible for all aspects of installation so as to achieve the designed tieback load and load-carrying capacity as defined in the Plans. This includes, but is not limited to,

acquiring all necessary construction materials, excavation to achieve desired tieback head elevation, drilling, installation of the strand tendons, grouting, load testing and providing load test documentation, and installation of corrosion resistant anchor covers filled with corrosion inhibiting compound (Geotechnical Engineering Circular No. 4, Section 6.3.2.2, "Anchorage Protection") and clean up. Vibratory or high-impact equipment shall not be permitted.

The Contractor shall provide as-built documentation showing the location, bearing, and inclination of the installed ground anchors.

Submittals

Design calculations and drawings for the ground anchor system, including anchorage assemblies, shall be prepared by a civil engineer licensed and registered in the State of California. The Contractor shall submit all technical data related to the design of the ground anchors (shop drawings and calculations) to the Engineer for review and approval prior to commencing ground anchor work.

Contractor shall submit their testing protocol including which anchor(s) are to receive performance tests and which anchors are to receive proof testing. The Contractor shall provide a table to the Engineer with load cell readings versus applied force from testing equipment, according to the approved schedule.

Testing

Testing shall be carried out by the Contractor and observed by the Engineer. Testing procedures shall conform to the provisions of FHWA Geotechnical Engineering Circular No. 4. At least three performance test shall be completed on the anchors chosen by the Engineer. Proof tests shall include unloading step 4 as indicated on Table 22, "Test procedure for ground anchor proof test," page 147, Geotechnical Engineering Circular No. 4. If required by the acceptance criteria, extended creep testing shall also be performed as directed by the Engineer.

The Contractor shall provide plots from the testing evaluation which conform to those shown in the Geotechnical Engineering Circular No. 4, Figure 69 (page 145), "Plotting of performance test data," Figure 70 (page 146), "Plotting of elastic and

residual movement for a performance test”, and Figure 71 (page 148), “Plotting of proof test data” along with a statement from the engineer who designed the ground anchors confirming conformance of the test results with the acceptance criteria specified in Geotechnical Engineering Circular No. 4.

Measurement and Payment

Tieback anchors will be measured for payment by each unit installed complete in place as shown on the Plans.

Full compensation for all work involved for this item, “Ground Anchors,” shall include full compensation for furnishing all labor, materials, tools, equipment, testing, and incidentals and for doing all work associated with this item (including design of ground anchor system, drilled holes in soil and rock material, grouted steel strands, anchorage assemblies, and testing for installed ground anchors) as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

No payment will be made for ground anchors which do not pass the testing requirements (all cost for redrilling failed ground anchors is assumed to be at the Contractor’s expense).

END OF SECTION

SECTION 47.

SEGMENTAL BLOCK RETAINING WALL

General

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

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

Materials

Masonry wall units shall be Keystone Standard Tri-Plane units or Basalite Geowall Max units or an approved equal having dimensions of those shown on the Plans.

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

The leveling pad shall be Class 2, 3/4-inch maximum aggregate base.

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

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

Execution

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

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

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

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

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

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

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

Measurement and Payment

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

END OF SECTION

SECTION 49.

PILING

General

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

Work shall include, but not be limited to, drilling of holes, removal and disposal of drilling spoils, temporary casing of holes as needed, pumping water from within drilled holes, furnishing and placement of reinforcing steel, and concrete backfill as shown on the Plans and as directed by the Engineer.

Materials

Concrete backfill shall conform to Section 49-3.01B, "Cast-in-Place Concrete Piling," of the Standard Specifications and these Special Provisions. Concrete backfill shall be 4,000 psi, 28-day compressive strength, Portland cement concrete.

Steel reinforcement shall conform to the requirements of Section 52, "Reinforcement," in the Standard Specifications and these Special Provisions. Steel reinforcement shall be of the type shown on the Plans.

Execution

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

The bottom of the drilled hole shall be cleaned of all loose material prior to placing steel and concrete. The Contractor shall provide suitable temporary casing as necessary to prevent caving of the drilled holes. The Contractor shall provide suitable pumping equipment to remove water from holes as necessary prior to placement of concrete.

Reinforcing steel shall be of the length(s) shown on the Plans. The top elevations of concrete backfill shall be no more than 1 inch above or 1 inch below the

top of concrete backfill elevations shown on the Plans.

Measurement and Payment

CIDH concrete piles shall be measured for payment by the linear foot as determined from the dimensions shown on the Plans and as adjusted by the amount of any change ordered by the Engineer.

Full compensation for all work involved for the item ““30” Cast-In-Drilled-Hole (CIDH) Concrete Piling” and “30” Cast-In-Drilled-Hole (CIDH) Concrete Piling (Rock Socket)” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 51.

CONCRETE STRUCTURES

General

Structural concrete work shall conform to the provisions of Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Structural concrete work shall include, but not be limited to, all layout, surveying, forming, furnishing and placement of structural steel reinforcement and concrete placement to construct the reinforced concrete structures as shown on the Plans and as directed by the Engineer

Minor concrete work shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, layout, surveying, excavation, forming, furnishing and placement of structural steel reinforcement and concrete, and backfill for the construction of the roadside ditch and concrete curb as shown on the Plans and as directed by the Engineer.

Materials

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

Concrete shall conform to Section 90, "Concrete," of the Standard Specifications and these Special Provisions. Concrete shall be 4,000 psi, 28-day compressive strength, Portland cement concrete.

High strength anchoring epoxy adhesive shall be Simpson Strong-Tie SET-3G or approved equal.

Execution

51-1. Structural Concrete

51-2. Minor Concrete

Measurement and Payment

Full compensation for all work involved for the item “Structural Concrete (Waler),” “Structural Concrete (Grade Beam),” “Minor Concrete (Roadside Ditch and Curb),” “Minor Concrete (Roadside Curb),” “Minor Concrete (Wall Ditch),” “Minor Concrete (Culvert Headwall Structures),” and “Minor Concrete (Culvert Pipe Cap)” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

Structural steel shall be considered as included in the unit prices paid for “Structural Concrete (Waler),” “Structural Concrete (Grade Beam),” “Minor Concrete (Roadside Ditch and Curb),” “Minor Concrete (Roadside Curb),” “Minor Concrete (Wall Ditch),” “Minor Concrete (Culvert Headwall Structures),” and “Minor Concrete (Culvert Pipe Cap),” and no additional compensation will be allowed therefore. Reference is made to Section 52, “Structural Steel,” of these Special Provisions.

51-1. Structural Concrete

All concrete structures shall be backfilled as shown on the plans and as specified in accordance with Section 19, “Earthwork,” of the Standard Specifications and these Special Provisions.

Contractor shall design and provide bracing to ensure stability of formwork. 3/4-inch chamfer strips on external corners shall be provided, unless otherwise indicated on the Plans.

Concrete shall be placed continuously between predetermined expansion, control, and construction joints. Contractor shall not break or interrupt successive pours such that unplanned cold joints occur.

Concrete slabs with pour joints (crack control joints) shall be placed in checkerboard, or strip patterns indicated.

All concrete shall be consolidated by mechanical vibrators. Structural steel reinforcement within reinforced concrete shall be placed such that adequate concrete cover is achieved as shown on the Plans and as directed by the Engineer

Where new concrete is doweled to existing work, Contractor shall drill holes in existing concrete, clear drilled holes of loose material, and install steel dowels with high strength epoxy adhesive, unless shown otherwise.

51-2. Minor Concrete

All concrete structures shall be backfilled as shown on the plans and as specified in accordance with Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Contractor shall design and provide bracing to ensure stability of formwork. 3/4-inch chamfer strips on external corners shall be provided, unless otherwise indicated on the Plans.

All concrete shall be consolidated by mechanical vibrators. Structural steel reinforcement within reinforced concrete shall be placed such that adequate concrete cover is achieved as shown on the Plans and as directed by the Engineer

The Contractor shall remove soft or spongy subgrade material to a depth of 3 inches below the subgrade elevation for the roadside ditch and curb and culvert headwall structures.

END OF SECTION

SECTION 52.

STRUCTURAL STEEL

General

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

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

Materials

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

Ground anchor structural steel strands shall to the requirements shown on the Plans and these specifications.

Measurement and Payment

Structural steel shall be considered as included in the unit prices paid for "Structural Concrete (Waler)," "Structural Concrete (Grade Beam)," "Ground Anchors," "Minor Concrete (Roadside Ditch and Curb)," "Minor Concrete (Roadside Curb)," "Minor Concrete (Wall Ditch)," "Minor Concrete (Culvert Headwall Structures)," and "Minor Concrete (Culvert Pipe Cap)," and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 64.

PLASTIC PIPE

General

Plastic pipe work shall conform to the provisions of Sections 64, "Plastic Pipe," of the Standard Specifications and these Special Provisions.

Plastic pipe work shall include, but not be limited to, furnishing and installing pipe and necessary fittings, excavation, and placement of pipe bedding material, as shown on the Plans and as directed by the Engineer.

Materials

Plastic pipe culverts shall be corrugated high-density polyethylene (HDPE) pipe rated for traffic loading equivalent to AASHTO H-20 loading.

Measurement and Payment

Full compensation for all work involved for the item "15" Corrugated HDPE Plastic Pipe (Driveway Culvert)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

END OF SECTION

SECTION 68. SUBSURFACE DRAINS

General

Subsurface drain work shall conform to Section 68, "Subsurface Drains," of the Standard Specifications and these Special Provisions.

Subsurface drains shall be considered as including the lower, upper and road subdrains, as well as the permeable material in subdrain trenches and behind retaining wall but excluding the geocomposite drain. Geocomposite drain shall be as per Section 96-2, "Geocomposite Drain," of these Special Provisions.

Work shall include, but not be limited to excavation and providing and placing the Class 2 permeable material and furnishing and installing perforated pipe wrapped in filter fabric and non-perforated plastic pipe with cleanouts and utility boxes, as shown on the Plans and as directed by the Engineer.

Materials

Class 2 Permeable material shall conform to the grading requirements shown in the following table:

Sieve Sizes Percentage Passing

Sieve Sizes	Percentage Passing
1-1/2"	100
1"	88–100
3/4"	52–85
3/8"	15–38
No. 4	0–16
No. 8	0–6

Filter fabric shall conform to the provisions of Section 96-1.02B, "Filter Fabric," of the Standard Specifications. Filter fabric shall be Class A.

Plastic pipe shall conform to Section 68-2 "Underdrains," of the Standard Specifications and these Special Provisions. Perforated and non-perforated plastic pipe and associated couplings, fittings, and caps shall be the size and type shown on the Plans. Subsurface drain pipe shall be smooth-wall polyvinylchloride (PVC).

Pre-cast utility box and cover for subdrain cleanout shall be rated for traffic loads equivalent to AASHTO H20 loading.

Execution

Class 2 permeable material shall be placed in uniform layers not exceeding twelve (12) inches in thickness and compacted with a manual vibratory compaction plate (Wacker VP1135 or equivalent) by making a minimum of three (3) passes over the material.

Plastic pipe shall be wrapped in filter fabric, as shown on the Plans and as directed by the Engineer.

Measurement and Payment

Full compensation for all work involved for the items “6” Perforated Plastic Pipe (Subdrain),” “6” Non-Perforated Plastic Pipe (Subdrain),” “Class 2 Permeable Material,” and “Pre-Cast Utility Box” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

Full compensation for filter fabric shall be considered as included in the unit prices paid for “6” Perforated Plastic Pipe (Subdrain)” and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 69.

TRAFFIC CHANNELIZERS

General

Traffic Channelizers work shall conform to the provisions of Section 12-3.05 “Channelizers” of the Standard Specifications and these Special Provisions.

Work shall include furnishing and installing traffic channelizers as shown on the Plans and as directed by the Engineer.

Execution

At locations exposed to traffic, schedule construction activities such that the end of each day no post holes are open, and no posts are installed without the blocks and channelizers elements assembled and mounted.

Traffic Channelizers adjacent to the roadside ditch and curbs, as shown on the plans, shall be installed using pre-manufactured anchoring system or cement bases. Traffic Channelizers anchoring system shall be reviewed and approved by the Engineer before installation.

Measurement and Payment

Traffic Channelizers will be measured for payment by each unit installed complete in place as shown on the Plans.

Full compensation for all work involved for the item “Traffic Channelizers” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

END OF SECTION

SECTION 80.

CABLE RAILING

General

Cable railing work shall conform to the provisions of Section 83, "Railings and Barriers," of the Standard Specifications and these Special Provisions.

Cable railing work shall include furnishing and installing cable railing as shown on the Plans and as directed by the Engineer.

Execution

At locations exposed to traffic, schedule construction activities such that the end of each day no post holes are open, and no posts are installed without the blocks and rail elements assembled and mounted.

Cable railing posts adjacent to segmental block wall, as shown on the Plans, shall be installed using pre-manufactured post anchoring system or as recommended by segmental block manufacturer. Pre-manufactured post anchoring system shall be Strata Sleeve-It or approved equal.

Measurement and Payment

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

END OF SECTION

SECTION 96.

GEOSYNTHETICS

General

Geosynthetics work shall conform to the provisions of Section 96, “Geosynthetics,” of the Standard Specifications and these Project Specifications.

Geocomposite drain work shall include but not be limited to furnishing and installing geocomposite drain material required for construction of the Geogrid Reinforced Embankment (GRE) drain system, as shown on the Plans and as directed by the Engineer.

Biaxial geogrid work shall include but not be limited to furnishing and installation biaxial geogrid reinforcement required for construction of GRE and segmental block retaining walls, as shown on the Plans and as directed by the Engineer. The installation of the biaxial grid work shall be inspected by the County’s Geotech or engineer. Work shall not commence without the County’s Geotech or engineer on site. Installation of the Biaxial Geogrid shall be per the recommendations of the manufacturer.

Materials

Biaxial geogrid shall be Tencate Mirafi Miragrid 3XT, Strata Systems SG 200, or approved equal. Biaxial geogrid shall be approved by the Engineer prior to placement.

Geocomposite drains, in both horizontal and vertical orientations, shall conform to the provisions of Section 96,” Geosynthetics”, of the Standard Specifications, and these Special Provisions. The geocomposite drains shall have a polypropylene core with a non-woven filter fabric bonded to both sides and shall have a thickness of be four-tenths (0.4) of an inch. Geocomposite drain material shall be approved by the Engineer prior to placement.

Filter fabric shall conform to the provisions of Section 96-1.02B, “Filter Fabric,” of the Standard Specifications. Filter fabric shall be Class A.

Execution

96-1. Subgrade Enhancement Geogrid (Biaxial)

96-2. Geocomposite Drain

96-1. Subgrade Enhancement Geogrid (Biaxial)**General**

Biaxial geogrid shall follow the provisions set forth by Section 96-1.02P, "Biaxial Geogrid," in the Standard Specifications.

Execution

Installation of the Biaxial Geogrid shall be per the recommendations of the manufacturer. Adequate splice and overlap lengths shall be provided for continuation of geogrid reinforcement. Splice length overlap shall be determined per manufacturer recommendations. Geogrid overlap shall be considered included within the neat lines of GRE shown on the Plans.

96-2. Geocomposite Drain**General**

Subsurface drain work shall conform to the provisions of Section 96-1.02C, "Geocomposite Wall Drain," of the Standard Specifications, and these Technical Specifications.

Execution

Installation of the Geocomposite Drain material shall be per the recommendations of the manufacturer.

Open edges of geocomposite drain shall be wrapped with filter fabric with a minimum overlap of 6 inches on either side of opening.

Measurement and Payment

Full compensation for the items "Subgrade Enhancement Geogrid (Biaxial)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions. Geogrid splice and overlap lengths shall not be measured for payment and shall be included in bid price for geogrid shown to neat lines and grades on the plans.

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

END OF SECTION

SECTION 100.

CONSTRUCTION STAKING

General

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

Execution

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

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

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

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

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

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

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

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

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

Measurement and Payment

Full compensation for all work involved for this item, "Construction Staking," include providing documentation and as-built survey data to the County Surveyor upon completion of the project and shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

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

100-1. As-Built Drawings

In order for the County to produce As-Built Drawings for this project, the Contractor shall submit a PDF copy of the Plans with appropriate as-built information mark-ups, which Plans shall be signed by the Contractor certifying

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

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

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

END OF SECTION

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

FR-1	Federal Forms, Posters and Data Required of Contractor During Construction
FR-2 to FR-11	Part 200- Uniform Administration Requirements, Cost Principals, and Audit Requirements for Federal Awards – Section 200.317 through 200-326 and Appendix II
FR-12 to FR-14	Equal Opportunity Employment
FR-14 to FR-15	Contract Work Hours and Safety Standards
FR-15 to FR-16	Compliance with the Clean Air Act and the Federal Water Pollution Control Act
FR-16 to FR-17	Suspension and Debarment
FR-17	Byrd Anti-Lobbying Amendment
FR-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
FR-18	DHS Seal, Logo, Flags
FR-18	Compliance with Federal Law, Regulations and Executive Orders
FR-18	No Obligation by Federal Government
FR-18	Program Fraud and False or Fraudulent Statements or Related Acts
FR-18 to FR-19	Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firms
FR-19	Cost Analysis
FR-20(1) to FR 20(122)	Federal Wage Rates (North County)
FR-21 to FR-22	Appendix E, Title V Assurances in Contracts

**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 C.
Federal Posters	Download at: http://www.dot.ca.gov/hq/construc/LaborCompliance/posters.htm <u>Posting Requirements:</u> <ul style="list-style-type: none"> - Must be at all active job sites during work, - Must be in plain view for work crew. - Must be in common area (i.e. break room, porta-potty) or, for mobile operations, mounted on a board and moved with crew.
Federal-Aid Construction Project Forms	Reference page FR-2 of this Section for Federal Requirements for Federal-Aid Construction Projects.

**Part 200- Uniform Administration Requirements, Cost Principles, and Audit
Requirements for Federal Awards – Section 200.317 through 200.326 and
Appendix II**

Procurement Standards

§ 200.317 Procurements by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

§ 200.318 General procurement standards. (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (d) The non-Federal entity's procedures must avoid acquisition of

unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.(j)(1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:(i) The actual cost of materials; and(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.319 Competition. (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process. (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§ 200.320 Methods of procurement to be followed. The non-Federal entity must use one of the following methods of procurement.(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.(1) In order for sealed bidding to be feasible, the following conditions should be present:(i) A complete, adequate, and realistic specification or purchase description is available;(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.(2) If sealed bids are used, the following requirements apply:(i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;(iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and(v) Any or all bids may be rejected if there is a sound documented reason.(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;(2)

Proposals must be solicited from an adequate number of qualified sources;(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.(e) [Reserved](f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:(1) The item is available only from a single source;(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or(4) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§ 200.322 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.

§ 200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.324 Federal awarding agency or pass-through entity review. (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when: (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part; (2) The procurement is expected to exceed the Simplified Acquisition

Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Pt. 200, App. II Appendix II to Part 200—Contract Provisions for Non-Federal

Entity Contracts Under Federal Awards In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented

by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and

Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

As specified herein the following provisions shall apply unless otherwise noted:

1. Equal Opportunity Employment

As required by 41 CFR 60-1.4(b) for Federally assisted construction contracts:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or

contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Contract Work Hours and Safety Standards

As required by 29 CFR § 5.5(b); 40 USC § 3702 and 3704 for contracts in excess of \$100,000:

- (a) 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.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) 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 (a) 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 (a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management 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 (b) of this section.

- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) 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 (a) through (d) of this section.

3. Compliance with the Clean Air Act and the Federal Water Pollution Control Act Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Grant Administrator, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. For contracts in excess of \$150,000, the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Grant Administrator, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

4. Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by FEMA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and FEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (e) Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
 - (2) Have not within a three-year period preceding this Agreement 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 (e)(2) of this section; and
 - (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;

- (f) Contractor shall report immediately to the County Department of Public Works ("DPW") in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by DPW.
- (g) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- (h) Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

5. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

6. Affirmative Procurement of EPA-designated Items in Service and Construction Contracts

Procurement of Recovered Materials

As required by Section 6002 of the Solid Waste Disposal Act (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962):

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7. DHS Seal, Logo, Flags:

The Contractor shall not use the DHS seal (s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. Compliance with Federal Law, regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

9. No Obligation by Federal Government

The Federal government is not party to this contract and is not subject to any obligations or liabilities to the County, contractor, or any other party pertaining to any matter resulting from this contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

11. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

- (a) The Prime Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the sub contractor, if subcontracts are to be let, to take the affirmative

steps listed in paragraphs (1) through (5) of this section.

12. Cost Analysis

The contractor shall perform cost analysis on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

FEDERAL WAGE RATES (NORTH COUNTY)

Incorporated herein are the most-current Federal Wage Rates data for San Mateo County which is **General Decision CA20210018, dated 4/23/2021**, which can also be found at the following government website:

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

To obtain the data:

- (1) Go to the website at the link above.
- (2) Under **The Official U.S. Government System for, Select Wage Determinations (was wdol.gov)**
- (3) Under **Search by WD number**, type in **CA20210018**

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.

"General Decision Number: CA20210018 04/23/2021

Superseded General Decision Number: CA20200018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and
Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings,
Madera, Mariposa, Merced, Monterey, San Benito, San Francisco,
San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.95 for calendar year 2021 applies to all contracts
subject to the Davis-Bacon Act for which the contract is
awarded (and any solicitation was issued) on or after January
1, 2015. If this contract is covered by the EO, the contractor
must pay all workers in any classification listed on this wage
determination at least \$10.95 per hour (or the applicable wage
rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract in calendar year
2021. If this contract is covered by the EO and a
classification considered necessary for performance of work on

the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021
6	02/26/2021
7	03/05/2021
8	04/02/2021
9	04/23/2021

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &
TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA
CLARA COUNTIES

	Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
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Area 1.....	\$ 30.45	10.60
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Area 2.....	\$ 36.53	9.27
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ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 08/01/2020

Rates Fringes

MARBLE FINISHER.....\$ 36.53 17.08

BRCA0003-003 08/01/2020

Rates Fringes

MARBLE MASON.....\$ 51.30 28.47

BRCA0003-005 05/01/2020

Rates Fringes

BRICKLAYER

(1) Fresno, Kings,

Madera, Mariposa, Merced....\$ 43.68 22.19

(7) San Francisco, San

Mateo.....\$ 47.65 26.77

(8) Alameda, Contra

Costa, San Benito, Santa

Clara.....\$ 49.42 22.70

(9) Calaveras, San

Joaquin, Stanislaus,

Toulumne.....\$ 45.12 21.55

(16) Monterey, Santa Cruz...\$ 45.88 25.02

BRCA0003-008 07/01/2019

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
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TILE FINISHER

Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65

Tile Layer

Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2020

San Francisco County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 52.80 30.82

Journeyman Carpenter.....\$ 52.65 30.82

Millwright.....\$ 52.75 32.41

CARP0034-001 07/01/2020

Rates Fringes

Diver

Assistant Tender, ROV

Tender/Technician.....\$ 51.90 34.02

Diver standby.....\$ 58.09 34.02

Diver Tender.....\$ 57.09 34.02

Diver wet.....\$ 101.42 34.02

Manifold Operator (mixed

gas).....\$ 62.09 34.02

Manifold Operator (Standby).\$ 57.09 34.02

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot

101 to 150 ft \$3.00 per foot

151 to 220 ft \$4.00 per foot

221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48' in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2020

Rates Fringes

Piledriver.....\$ 51.90 34.02

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

Rates Fringes

Modular Furniture Installer

Area 1

Installer.....\$ 28.76 22.53
Lead Installer.....\$ 32.21 23.03
Master Installer.....\$ 36.43 23.03

Area 2

Installer.....\$ 26.11 22.53
Lead Installer.....\$ 29.08 23.03
Master Installer.....\$ 32.71 23.03

Area 3

Installer.....\$ 25.16 22.53
Lead Installer.....\$ 27.96 23.03

Master Installer.....\$ 31.38 23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
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Drywall Installers/Lathers:

Area 1.....	\$ 52.65	31.26
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Area 2.....	\$ 46.77	31.26
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Area 3.....	\$ 47.27	31.26
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Area 4.....	\$ 45.92	31.26
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Drywall Stocker/Scraper

Area 1.....	\$ 26.33	18.22
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Area 2.....	\$ 23.39	18.22
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Area 3.....	\$ 23.64	18.22
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Area 4.....	\$ 22.97	18.22
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CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway

Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 45.57 30.82

Journeyman Carpenter.....\$ 45.42 30.82

Millwright.....\$ 47.92 32.41

CARP0217-001 07/01/2020

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 52.80 30.82

Journeyman Carpenter.....\$ 52.65 30.82

Millwright.....\$ 52.75 32.41

CARP0405-001 07/01/2020

Santa Clara County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 52.80 30.82

Journeyman Carpenter.....\$ 52.65 30.82

Millwright.....\$ 52.75 32.41

CARP0405-002 07/01/2020

San Benito County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....\$ 52.65 30.82

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.....\$ 46.92 30.82

Journeyman Carpenter.....\$ 46.77 30.82

Millwright.....\$ 49.27 32.41

CARP0505-001 07/01/2020

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0605-001 07/01/2020

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0701-001 07/01/2020

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0713-001 07/01/2020

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP1109-001 07/01/2020

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.00	3%+21.65
Technician.....	\$ 52.90	3%+21.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
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ELECTRICIAN.....	\$ 78.00	3%+35.96
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ELEC0100-002 03/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 40.50	25.37
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ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave

transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems).

Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
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ELECTRICIAN

Zone A.....	\$ 53.41	27.95
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Zone B.....	\$ 58.75	28.11
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Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Sound & Communications

Installer.....	\$ 45.50	22.52
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Technician.....	\$ 52.33	22.72
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SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 63.86	29.17
ELECTRICIAN.....	\$ 56.76	28.95

ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.52
Technician.....	\$ 44.83	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 82.25	40.66
ELECTRICIAN.....	\$ 71.52	40.34

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, ""Bosun's

chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.515
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2020

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 69.00	3%+38.52
ELECTRICIAN.....	\$ 60.00	3%+38.52

ELEC0595-002 06/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.00	7.75%+25.33
ELECTRICIAN		
(1) Tunnel work.....	\$ 42.00	7.75%+25.33
(2) All other work.....	\$ 40.00	7.75%+25.33

ELEC0595-006 12/01/2020

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		

Installer.....\$ 45.50 3%+21.15
Technician.....\$ 52.33 3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

Communications System

Installer.....\$ 36.83 3%+21.15

Technician.....\$ 42.35 3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2020

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 66.00	39.77

ELEC0617-003 12/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	3%+24.58
CABLE SPLICER = 110% of Journeyman Electrician		

ELEC0684-004 12/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2020

	Rates	Fringes
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LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
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ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15

GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1

Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15

GROUP 2

Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15

GROUP 3

Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15

GROUP 4

Cranes.....	\$ 45.76	31.15
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OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1

Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15

GROUP 2

Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15

GROUP 3

Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15

GROUP 4

Lifting devices.....	\$ 47.37	31.15
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GROUP 5

Lifting devices.....	\$ 44.73	31.15
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GROUP 6

Lifting devices.....	\$ 42.50	31.15
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OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1

Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15

GROUP 2

Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15

Truck Crane Oiler.....\$ 45.73	31.15
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GROUP 3

Cranes.....\$ 50.02	31.15
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Hydraulic.....\$ 45.07	31.15
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Oiler.....\$ 43.23	31.15
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Truck Crane Oiler.....\$ 45.46	31.15
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GROUP 4

Cranes.....\$ 48.00	31.15
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GROUP 5

Cranes.....\$ 46.70	31.15
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OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....\$ 47.52	31.15
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GROUP 1-A.....\$ 49.99	31.15
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GROUP 2.....\$ 46.26	31.15
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GROUP 3.....\$ 44.93	31.15
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GROUP 4.....\$ 43.79	31.15
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GROUP 5.....\$ 42.65	31.15
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UNDERGROUND:

GROUP 1.....\$ 47.42	31.15
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GROUP 1-A.....\$ 49.89	31.15
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GROUP 2.....\$ 46.16	31.15
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GROUP 3.....\$ 44.83	31.15
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GROUP 4.....\$ 43.69	31.15
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GROUP 5.....\$ 42.55	31.15
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FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push
cat; Pull- type elevating loader; Gradesetter, grade
checker (GPS, mechanical or otherwise); Grooving and
grinding machine; Heading shield operator; Heavy-duty
drilling equipment, Hughes, LDH, Watson 3000 or similar;
Heavy-duty repairperson and/or welder; Lime spreader;
Loader under 4 cu. yds.; Lubrication and service engineer
(mobile and grease rack); Mechanical finishers or spreader
machine (asphalt, Barber-Greene and similar); Miller
Formless M-9000 slope paver or similar; Portable crushing
and screening plants; Power blade support; Roller operator,
asphalt; Rubber-tired scraper, self-loading (paddle-wheels,
etc.); Rubber- tired earthmoving equipment (scrapers); Slip
form paver (concrete); Small tractor with drag; Soil
stabilizer (P & H or equal); Spider plow and spider puller;
Tubex pile rig; Unlicensed constuction work boat operator,
on site; Timber skidder; Track loader up to 4 yds.;
Tractor-drawn scraper; Tractor, compressor drill
combination; Welder; Woods-Mixer (and other similar Pugmill
equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination
slusher and motor operator; Concrete conveyor or concrete
pump, truck or equipment mounted; Concrete conveyor,
building site; Concrete pump or pumpcrete gun; Drilling
equipment, Watson 2000, Texoma 700 or similar; Drilling and
boring machinery, horizontal (not to apply to waterliners,
wagon drills or jackhammers); Concrete mixer/all; Person

and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargolift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar;

Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar

(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder

Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-008 07/20/2020

Rates Fringes

Dredging: (DREDGING:

CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 40.50	34.35

AREA 2:

(1) Leverman.....\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long

as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO
COUNTIES

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 42.50	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/29/2020

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 25.05	12.00
LABORER (Lead Removal)		
Area A.....	\$ 33.07	25.30
Area B.....	\$ 32.07	25.30

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2020

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

LABO0073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE
CLOSURE)

Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of
temporary/permanent signs, markers, delineators and crash
cushions.

LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11

GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person

Area A.....	\$ 30.54	23.65
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Area B.....	\$ 29.54	23.65
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Traffic Control Person I

Area A.....	\$ 30.84	23.65
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Area B.....	\$ 29.84	23.65
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Traffic Control Person II

Area A.....	\$ 28.34	23.65
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Area B.....	\$ 27.34	23.65
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TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
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GROUP 2.....	\$ 37.59	24.11
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GROUP 3.....	\$ 37.34	24.11
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GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2020

MONTEREY AND SAN BENITO COUNTIES

Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 32.84	23.71
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LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B)

Construction Specialist

Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 32.84	23.71

LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65

Traffic Control Person II...\$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickers - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 37.14	22.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83

GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 31.20	22.20
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LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 06/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

Drywall Finisher/Taper

AREA 1.....	\$ 51.51	27.39
AREA 2.....	\$ 47.38	25.99

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....	\$ 48.60	27.43
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PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 33.68	20.24
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FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

Rates Fringes

PAINTER.....\$ 48.84 25.48

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates Fringes

GLAZIER.....\$ 40.00 26.76

PAIN0169-005 07/01/2020

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

Rates Fringes

GLAZIER.....\$ 52.17 30.55

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

PAINTER

Brush, Roller.....\$ 31.36 20.33

Drywall Finisher/Taper.....\$ 40.10 25.00

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per
hour. Painters doing Drywall Patching receive \$1.25
additional per hour. Lead Abaters & Sandblasters receive
\$1.50 additional per hour. High Time - over 30 feet (does
not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2021

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.55	21.67

PAIN0767-001 07/01/2020

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 06/01/2020

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.61	22.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67
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PLUM0038-001 07/01/2020

SAN FRANCISCO COUNTY

Rates	Fringes
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PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 75.30	46.27
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PLUM0038-005 07/01/2019

SAN FRANCISCO COUNTY

Rates	Fringes
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Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 63.04	31.48
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PLUM0062-001 01/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

Rates	Fringes
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PLUMBER & STEAMFITTER.....	\$ 45.50	37.05
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PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

Rates	Fringes
-------	---------

Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

PLUM0246-001 01/01/2021

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 43.40	35.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2020

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 67.75	42.50
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 67.75	42.50

PLUM0355-004 07/01/2020

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.90	16.30

PLUM0393-001 07/01/2020

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 66.66	44.83

PLUM0442-001 07/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 45.50	31.89

PLUM0467-001 07/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 70.00	37.86

ROOF0027-002 01/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 32.01	14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2020

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 44.38	19.69

ROOF0081-001 08/01/2020

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 44.62	19.36

ROOF0081-004 08/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 39.73	19.11

ROOF0095-002 08/01/2020

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 46.54	20.69
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 48.54	20.69

SFCA0483-001 01/01/2021

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 67.99	32.85

* SFCA0669-011 04/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.36	26.15

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-005 07/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 40.38	43.47

SHEE0104-007 07/01/2020

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.53	39.64

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

* TEAM0094-001 07/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 32.80	29.19
GROUP 2.....	\$ 33.10	29.19
GROUP 3.....	\$ 33.40	29.19
GROUP 4.....	\$ 33.75	29.19
GROUP 5.....	\$ 34.10	29.19

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry

pre-batch concrete mix trucks; Dumpster or similar type;

Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up

truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A

bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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, 5th Floor
Redwood City, CA 94063

Information and support: 888-442-2666

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
Mixed C&D	Mixed Debris		
Inerts	Asphalt		
	Bricks		
	Concrete		
	Dirt		
	Other inert solids		
Source Separated	Cardboard		
	Metals		
	Wood		
	Roofing		
	Carpet		
	Drywall		
	Yard trimmings		
	Other		
Disposal	Waste		

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

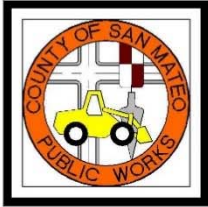
Applicant Signature _____ **Date** _____

County Approval: ☐ Approved ☐ Approved with comments ☐ Denied

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

☐ On completion of project ☐ Other _____

Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Case/Group Number(s):

BLD _____ - _____

Project Address:

Street: _____

City: _____

Section Two: Final Report Approval

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

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

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

☐ All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.

☐ This project has recycled all of the inert solids and at least 65% of all debris generated.

Applicant Signature _____ Date _____

County Approval: ☐ Approved ☐ Approved with Comments ☐ Fine Payment Required

Comments:

Fine Calculation: $1 - (\text{C\&D Diversion \% Achieved} \div 65\%) \times \$1000 = \$$ _____

Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Cubic Yards to Tons Conversion Table

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

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

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

Comments :

Appendix B

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 **Scenic Drive Repair and Reconstruction [County Project No. SMC51; Project File No. E4976; Federal-Aid No. FEMA-4308-DR-CA]**.

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 **Scenic Drive Repair and Reconstruction [County Project No. SMC51; Project File No. E4976; Federal-Aid No. FEMA-4308-DR-CA]**.

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 C

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.: SMC51

Project: Scenic Drive Repair and Reconstruction Project

Contractor: _____

Is this log for Subcontractor? ☐ Yes ☐ No

If yes, Name of Subcontractor: _____

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

Appendix D

**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 E

Avoidance and Minimization Measures

Avoidance and Minimization Measures

GENERAL AVOIDANCE AND MINIMIZATION MEASURES

GEN AMM-1 Erosion and Sedimentation Prevention Measures: The Subapplicant will prepare an Erosion Control Plan, as needed. The Erosion Control Plan will detail the erosion and sedimentation prevention measures required. As part of this plan, the Subapplicant will ensure that sediment-control devices are installed and maintained correctly. For example, sediment will be removed from engineering controls once the sediment has reached one-third of the exposed height of the control. The devices will be inspected frequently (i.e., daily or weekly, as necessary) to ensure that they are functioning properly; controls will be immediately repaired or replaced, or additional controls will be installed as necessary. Sediment that is captured in these controls may be disposed of onsite in an appropriate, safe, approved area or offsite at an approved disposal site.

Areas of soil disturbance, including temporarily disturbed areas, will be seeded with a regionally appropriate erosion control seed mixture. On soil slopes with an angle greater than 30 percent, erosion control blankets will be installed, or a suitable and approved binding agent will be applied. Runoff will be diverted away from steep or denuded slopes.

Where habitat for federally listed species is identified within, or adjacent to, the project footprint, all disturbed soils at the site will undergo erosion control treatment before the rainy season starts and after construction is terminated. Treatment may include temporary seeding and sterile straw mulch.

GEN AMM-2 Bank Stabilization: If bank stabilization activities are necessary, then such stabilization will be constructed to minimize erosion potential and will contain design elements suitable for supporting riparian vegetation, if feasible.

GEN AMM-3 Dust Control Measures: To reduce dust, all traffic associated with the Subapplicant's construction activities will be restricted to a speed limit of 20 miles per hour when traveling off of highways or county roads.

Stockpiles of material that are susceptible to wind-blown dispersal will be covered with plastic sheeting or other suitable material to prevent movement of the material.

During construction, water or other binding materials will be applied to disturbed ground that may become windborne. If binding agents are used, all manufacturers' recommendations for use will be followed.

GEN AMM-4 Spill Control Planning: The Subapplicant will prepare a Spill Prevention and Pollution Control Plan to address the storage of hazardous materials and emergency cleanup of any hazardous material and will be available onsite, if applicable. The plan will incorporate hazardous waste, stormwater, and other emergency planning requirements.

GEN AMM-5 Spill Prevention and Pollution Control Measures: The Subapplicant will exercise every reasonable precaution to protect listed species and their habitats from pollution due to fuels, oils, lubricants, construction by-products, and pollutants such as construction chemicals, fresh cement, saw water, or other harmful materials. Water containing mud, silt, concrete, or other by-products or pollutants from construction activities will be treated by filtration, retention in a settling pond, or similar measures. Fresh cement or concrete will not be allowed to enter the flowing water of streams and curing concrete will not come into direct contact with waters supporting listed species. Construction pollutants will be collected and transported to an authorized disposal area, as appropriate, per all Federal, State, and local laws and regulations.

To reduce bottom substrate disturbance and excessive turbidity, removal of existing piles by cutting at the substrate surface or reverse pile driving with a sand collar at the base to minimize resuspension of any toxic substances is preferable; hydraulic jetting will not be used.

No petroleum product chemicals, silt, fine soils, or any substance or material deleterious to listed species will be allowed to pass into or be placed where it can pass into a stream channel. There will be no side-casting of material into any waterway.

All concrete or other similar rubble will be free of trash and reinforcement steel. No petroleum-based products (e.g., asphalt) will be used as a stabilizing material.

The Subapplicant will store all hazardous materials in properly designated containers in a storage area with an impermeable membrane between the ground and the hazardous materials. The storage area will be encircled by a berm to prevent the discharge of pollutants to ground water or runoff into the habitats of listed species. A plan for the emergency cleanup of any hazardous materials will be available onsite, and adequate materials for spill cleanup will be maintained onsite.

GEN AMM-6 Equipment Inspection and Maintenance: Well-maintained equipment will be used to perform the work and, except in the case of a failure or breakdown, equipment maintenance will be performed offsite. Equipment will be inspected daily by the operator for leaks or spills. If leaks or spills are encountered, the source of the leak will be identified, leaked material will be cleaned up, and the cleaning materials will be collected and properly disposed. Fueling of land- and marine-based equipment will be conducted in accordance with procedures to be developed in the Spill Prevention and Pollution Control Plan.

Vehicles and equipment that are used during the course of a project will be fueled and serviced in a “safe” area (i.e., outside of sensitive habitats) in a manner that will not affect listed species or their habitats. Spills, leaks, and other problems of a similar nature will be resolved immediately to prevent unnecessary effects on listed species and their habitats. A plan for the emergency cleanup of any spills of fuel or other material will be available onsite, and adequate materials for spill cleanup will be maintained onsite.

GEN AMM-7 Fueling Activities: Avoidance and minimization measures will be applied to protect listed species and their habitats from pollution due to fuels, oils, lubricants, and other harmful materials. Vehicles and equipment that are used during project implementation will be fueled and serviced in a manner that will not affect listed species or their habitats. Machinery and equipment used during work will be serviced, fueled, and maintained on uplands to prevent contamination to surface waters. Fueling equipment and vehicles will be kept more than 200 feet away from waters of the State. Exceptions to this distance requirement may be allowed for large cranes, pile drivers, and drill rigs if they cannot be easily moved.

GEN AMM-8 Equipment Staging: No staging of construction materials, equipment, tools, buildings, trailers, or restroom facilities will occur in a floodplain during flood season at the project location, even if staging is only temporary.

GEN AMM-9 Materials Storage and Disposal: Stockpiled soils will be adequately covered to prevent sedimentation from runoff and wind. All hazardous materials will be stored in upland areas in storage trailers and/ or slipping containers designed to provide adequate containment. Short-term laydown of hazardous materials for immediate use will be permitted provided the same containment precautions are taken as described for hazardous materials storage. All construction materials, wastes, debris, sediment, rubbish, trash, and fencing will be removed from the site once project construction is complete and transported to an authorized disposal area, as appropriate, in compliance with applicable Federal, State, and local laws and regulations. No disposal of construction materials or debris will occur in a floodplain. No storage of construction materials or debris will occur in a floodplain during flood season.

GEN AMM-10 Fire Prevention: With the exception of vegetation-clearing equipment, no vehicles or construction equipment will be operated in areas of tall, dry vegetation.

The Subapplicant will develop and implement a fire prevention and suppression plan for all maintenance and repair activities that require welding or otherwise have a risk of starting a wildfire.

GEN AMM-11 Waste Management: The work area will be kept free of loose trash, including small pieces of residual construction material, such as metal cuttings, broken glass, and hardware.

All food waste will be removed from the site on a daily basis.

All construction material, wastes, debris, sediment, rubbish, vegetation, trash, and fencing will be removed from the site once the project is completed and will be transported to an authorized disposal area, as appropriate, per all Federal, State, and local laws and regulations.

GEN AMM-12 Work Involving Boats and Barges: [Not included by FEMA because there will not be any boat or barge work.]

GEN AMM-13 Work Area Designation to Minimize Disturbance: The Subapplicant will reduce, to the maximum extent practicable, the amount of disturbance at a site to the absolute minimum necessary to accomplish the project. Wherever possible, existing vegetation will be salvaged from the project area and stored for replanting after earthmoving activities are completed. Topsoil will be removed, stockpiled, covered, and encircled with silt fencing to prevent loss or movement of the soil into listed species habitats. All topsoil will be replaced in a manner to recreate pre-disturbance conditions as closely as possible

Project planning must consider not only the effects of the action itself, but also all ancillary activities associated with the actions, such as equipment staging and refueling areas, topsoil or spoils stockpiling areas, material storage areas, disposal sites, routes of ingress and egress to the project site, and all other related activities necessary to complete the project

GEN AMM-14 Access Routes and Staging Areas: When working on stream banks or floodplains, disturbance to existing grades and vegetation will be limited to the actual site of the project and necessary access routes. Placement of all roads, staging areas, and other facilities will avoid and limit disturbance to sensitive habitats (e.g., stream banks, stream channel, and riparian habitat) as much as possible. When possible, existing ingress or egress points will be used and/ or work will be performed from the top of the stream banks. After completion of the work, the contours of the streambed, vegetation, and stream flows will be returned to their pre-construction condition or better.

All staging and material storage areas, including the locations where equipment and vehicles are parked overnight, will be placed outside of the flood zone of a watercourse, above areas of tidal inundation, away from riparian habitat or wetland habitat, and away from any other sensitive habitats. When possible, staging and access areas will be situated in areas that are previously disturbed, such as developed areas, paved areas, parking lots, areas with bare ground or gravel, and areas clear of vegetation.

GEN AMM-15 Environmental Awareness Training for Construction Personnel: All construction personnel will be given environmental awareness training by the project's

environmental inspector or biological monitor before the start of construction. The training will familiarize all construction personnel with the listed species that may occur onsite, their habitats, general provisions and protections afforded by the Act, measures to be implemented to protect these species, and the project boundaries. This training will be provided within 3 days of the arrival of any new worker

As part of the environmental awareness training, construction personnel will be notified that no dogs or any other pets under control of construction personnel will be allowed in the construction area, and that no firearms will be permitted in the construction area, unless carried by authorized security personnel or law enforcement.

GEN AMM-16 Biological Monitor: A Service-approved biological monitor (Service-approved biologist) will be present onsite for all construction activities that occur within 100 feet of habitats for federally listed species. The Subapplicant will submit the Service-approved biologist's qualifications to the Service for approval prior to project construction. The Service-approved biologist will ensure that all applicable avoidance and minimization measures in this document are implemented during project construction. The Service-approved biologist will also ensure that all vehicles entering the site are free of debris that may harbor organisms that could be introduced to the site, such as vegetation or mud from other aquatic areas. The Service-approved biologist will also ensure that turbidity, sedimentation, and the release of materials such as dust or construction runoff are controlled, and that spill control measures are enacted properly

The Service-approved biologist will oversee construction activities to ensure that no federally listed species and/ or their habitats are adversely affected. The Service-approved biologist will have the authority to stop any work activities that may result in potential adverse effects to any federally listed species and/ or their habitats

GEN AMM-17 Daily Work Hours: Construction activities that may affect suitable habitat for listed species will be limited to daylight hours during weekdays, leaving a nighttime and weekend period for the species. Work will be allowed on weekends if the proposed construction is 14 days or less in length

GEN AMM-18 Entrapment Prevention: To prevent entrapment of listed species, all vertically sided holes or trenches will be covered at the end of the workday or have escape ramps built into the walls of the excavation. If pipes are stored onsite or in associated staging areas, they will be capped when not in use.

Construction materials that have the potential to entangle or entrap wildlife will be properly contained so that wildlife cannot interact with the materials.

If a federally-listed species is identified onsite, crews will immediately stop work within 50 feet of the individual, and inform the construction supervisor and the Service-

approved biological monitor. Work will not continue within 50 feet of the individual until it has traveled off the project site of its own volition.

GEN AMM-19 Water Quality Protection: Contractors will exercise every reasonable precaution to protect listed species and their critical habitats from construction byproducts and pollutants, such as construction chemicals, fresh cement, saw-water, or other deleterious materials. Fresh cement or uncured concrete will not be allowed to come into contact with any waterway. Construction waste will be collected and transported to an authorized upland disposal area, as appropriate, and per Federal, State, and local laws and regulations.

The Subapplicant will follow the best management practices described in *The Use of Treated Wood Products in Aquatic Environments* guidelines (NOAA Fisheries 2009). Although this guidance focuses on the effects of the contaminants on Pacific salmonids protected under the Act, this guidance may still apply for general water quality protection and other protected species. This guidance will be used in conjunction with site-specific evaluations of other potential impacts. Riprap will be clean and durable, free from dirt, sand, clay, and rock fines and will be installed to withstand the 100-year flood event. If applicable, appropriate measures will be taken to minimize disturbance to potentially contaminated sediments.

GEN AMM-20 Revegetation of Stream Banks: [Not applicable because there are no rivers or streams in or near the proposed project.]

GEN AMM-21 Restoration of Upland Areas to Pre-Project Conditions: For projects that require restoration of upland areas to pre-project conditions as a result of ground disturbance during construction activities, the Subapplicant will use native plants to the maximum extent practicable. Similarly, when hydroseeding, only native seed mix will be used.

GEN AMM-22 Invasive Aquatic Species: The Subapplicant will follow the guidelines in the California Department of Fish and Wildlife's (CDFW's) *California Aquatic Invasive Species Management Plan* to prevent the spread of invasive aquatic plant and animal species (CDFW 2008).

Construction equipment will be clean of debris or material that may harbor seeds or invasive pests before entering the work area. This debris or material includes dirt on construction equipment, tools, boots, pieces of vegetation, and water in the bilge of boats. All aquatic sampling equipment will be sterilized using appropriate guidelines before its use in aquatic habitats.

GEN AMM-23 Work Below Mean Higher High Water: [Not included because there will not be any in-water work.]

GEN AMM-24 Avoidance of Submerged Vegetation: [Not included because there will not be any in-water work.]

GEN AMM-25 Minimization of Shading by Overwater Structures: [Not included because there will not be any in-water work.]

GEN AMM-26 Water Diversions and Dewatering: [Not included because there will not be any in-water work.]

SAN FRANCISCO GARTER SNAKE CONSERVATION MEASURES

The proposed project is not likely to adversely affect the snake; therefore, no take of the snake has been exempted. The following avoidance and minimization measures will be implemented in order to ensure that the snake is not adversely affected from implementation of the proposed project.

SFGS-1 Biological Monitor: A Service-approved biologist(s) will be onsite during all activities.

SFGS-2 Pre-construction Survey: No more than 24 hours prior to the date of initial ground disturbance and vegetation clearing, a Service-approved biologist with experience in the identification of all life stages of the snake will conduct a pre-construction survey at the project site. The survey will consist of walking the project limits and within the project site to determine possible presence of the species. The Service-approved biologist will investigate all potential areas that could be used by San Francisco garter snake for feeding, breeding, sheltering, movement, and other essential behaviors, such as small woody debris, refuse, burrows entries, etc.

SFGS-3 Daily Clearance Surveys: The Service-approved biologist will conduct clearance surveys at the beginning of each day and regularly throughout the workday when construction activities are occurring.

SFGS-4 Environmentally Sensitive Areas: Prior to the start of construction, Environmentally Sensitive Areas (ESAs) - defined as areas containing sensitive habitats adjacent to or within construction work areas for which physical disturbance is not allowed - will be clearly delineated using high visibility orange fencing. The ESA fencing will remain in place throughout the duration of the proposed action, while construction activities are ongoing, and will be regularly inspected and fully maintained at all times. The final project plans will depict all locations where ESA fencing will be installed and will provide installation specifications. The bid solicitation package special provisions will clearly describe acceptable fencing material and prohibited construction-related activities including vehicle operation, material and equipment storage, access roads and other surface-disturbing activities within ESAs.

SFGS-5 Entrapment Prevention: To prevent inadvertent entrapment of animals during construction, all excavated, steep-walled holes or trenches more than 6 inches deep will be covered with plywood or similar materials at the close of each working day or provided with one or more escape ramps constructed of earth fill or wooden planks. The Service-approved biologist will inspect all holes and trenches at the beginning of each workday and before such holes or trenches are filled. All replacement pipes, culverts, or similar structures stored in the proposed project overnight will be inspected before they are subsequently moved, capped, and/ or buried. If at any time a snake is discovered, the Onsite Project Manager and Service-approved biologist will be notified immediately, and the Service-approved biologist will implement the species observation and handling protocol.

SFGS-6 Environmental Awareness Training: Prior to the start of construction, a Service-approved biologist with experience in the ecology of the snake as well as the identification of all its life stages will conduct a training program for all construction personnel including contractors and subcontractors. Interpretation for non-English speaking workers will be provided. All construction personnel will be provided a fact sheet conveying this information. The same instruction will be provided to any new workers before they are authorized to perform project work. The training will include, at a minimum:

- a. habitat within the proposed project;
- b. an explanation of the species status and protection under state and federal laws;
- c. the avoidance and minimization measures to be implemented onsite;
- d. communication and work stoppage procedures in case a listed species is observed within the proposed project; and
- e. an explanation of the importance of the Environmentally Sensitive Areas (ESAs).

SFGS-7 Accidental Spills, SWPPP, Erosion Control, and BMPs: Prior to the onset of work, a plan will be in place for prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to implement if a spill occurs. If applicable, storm-water pollution prevention plans and erosion control BMPs will be developed and implemented to minimize any wind- or water-related erosion. These provisions will be included in construction contracts for measures to protect sensitive areas and prevent and minimize storm-water and non-storm-water discharges. Protective measures will include, at a minimum:

- a. No discharge of pollutants from vehicle and equipment cleaning is allowed into any storm drains or watercourses.
- b. Vehicle and equipment fueling and maintenance operations must be at least 50 feet away from aquatic or riparian habitat and not in a location where a spill may drain directly toward aquatic habitat, except at established commercial gas stations or at an established vehicle maintenance facility. The monitor will

implement the spill response plan to ensure contamination of aquatic or riparian habitat does not occur during such operations.

- c. Concrete wastes will be collected in washouts and water from curing operations is to be collected and disposed of properly. Neither will be allowed into watercourses.
- d. Spill containment kits will be maintained onsite at all times during construction operations and/ or staging or fueling of equipment.
- e. Dust control will be implemented and may include the use of water trucks and non-toxic tackifiers (binding agents) to control dust in excavation and fill areas, rocking temporary access road entrances and exits, and covering of temporary stockpiles when weather conditions require.
- f. Graded areas will be protected from erosion using a combination of silt fences, fiber rolls, etc. along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) as appropriate on sloped areas. No erosion control materials that use plastic or synthetic monofilament netting will be used.
- g. Permanent erosion control measures such as bio-filtration strips and swales to receive storm water discharges from paved roads or other impervious surfaces will be incorporated to the maximum extent practicable.
- h. All grindings and asphaltic-concrete waste will be stored within previously disturbed areas absent of habitat and at a minimum of 50 feet from any aquatic habitat, culvert, or drainage feature.

SFGS-8 Site Restrictions: The following site restrictions will be implemented to avoid or minimize effects on the listed species and its habitat:

- a. A speed limit of 15 miles per hour (mph) in the project footprint in unpaved areas will be enforced to reduce dust and excessive soil disturbance.
- b. Construction and ground disturbance will occur only during daytime hours and will cease no less than 30 minutes before sunset and may not begin again earlier than 30 minutes after sunrise. Except when necessary for driver or pedestrian safety, to the maximum extent practicable, artificial lighting at a project site will be prohibited during the hours of darkness.
- c. Routes and boundaries of roadwork will be clearly marked prior to initiating construction or grading.
- d. To the maximum extent practicable, any borrow material will be certified to be non-toxic and weed free.
- e. All food and food-related trash items will be enclosed in sealed trash containers and properly disposed of off-site.
- f. No pets will be allowed anywhere in the proposed project during construction.

SFGS-9 Suitable Erosion Control Materials: To prevent snakes from becoming entangled, trapped, or injured, erosion control materials that use plastic or synthetic monofilament netting will not be used within the proposed project. This includes products that use photodegradable or biodegradable synthetic netting, which can take several months to decompose. Acceptable materials include natural fibers such as jute, coconut, twine or other similar fibers. Following site restoration, erosion control materials, such as straw wattles, will not block movement of the snake.

SFGS-10 Limitation on Insecticide/Herbicide Use: Insecticides or herbicides will not be applied at the project site during construction where there is the potential for these chemical agents to enter creeks, streams, waterbodies, or uplands that contain potential habitat for the San Francisco garter snake.

SFGS-11 Limitation on Rodenticide Use: No rodenticides will be used at the project site during construction or long-term operational maintenance in areas that support suitable upland habitat for the San Francisco garter snake.

SFGS-12 Invasive Non-Native Plant Species Prevention: The Service-approved biologist will ensure that the spread or introduction of invasive non-native plant species, via introduction by arriving vehicles, equipment, imported gravel, and other materials, will be avoided to the maximum extent possible. When practicable, invasive non-native plants in the proposed project will be removed and properly disposed of in a manner that will not promote their spread. Areas subject to invasive non-native weed removal or disturbance will be replanted with appropriate mix of fast-growing native species. Invasive non-native plant species include those identified in the California Invasive Plant Council's (Cal-IPC) Inventory Database, accessible at: www.cal-ipc.org/ip/inventory/index.php.

SFGS-13 Restore Contours of Temporarily Disturbed Areas: Habitat contours will be returned to their original configuration at the end of project activities in all areas that have been temporarily disturbed by activities associated with the project, unless the Subapplicant and the Service determine that it is not feasible or modification of original contours will benefit the snake.

SFGS-14 Use of Native Plants for Revegetation: Plants used in revegetation will consist of native upland vegetation suitable for the area. Locally collected plant materials will be used to the extent practicable. This measure will be implemented in all areas disturbed by activities associated with the project, unless the Subapplicant and the Service determine that it is not feasible or practical.

SFGS-15 Practices to Prevent Pathogen Contamination in Revegetation and Restoration: The Subapplicant will refer to the following restoration design considerations and practices to help prevent pathogen contamination in revegetation and restoration as published by the Working Group for *Phytophthora* in Native Habitats

in order to address the risk of introduction and spread of *Phytophthora* and other plant pathogens in site plantings:

- a. Design restoration with lower initial plant density. Planting large quantities of nursery plants increases the likelihood that some of those plants may be infested with *Phytophthora* or other plant pathogens. The greater the number of plants installed the higher the risk for pathogen introduction. The closer the plants are to one another the higher the likelihood of pathogen spread.
- b. To the extent possible, use direct seeding of native plant seeds or cuttings instead of container stock. Planting locally collected seeds or cuttings rather than installing container stock can minimize the risk of introducing pathogens to a site.
- c. Ensure the use of clean nursery stock. To prevent and manage the introduction and spread of *Phytophthora* and other plant pathogens during restoration activities, it is essential that projects use clean nursery stock grown with comprehensive best management practices.
- d. Prevent contamination in site preparation, installation, and maintenance. Implementing best management practices to prevent pathogen introduction and spread is also critical during all other phases of restoration to reduce contamination risk. For detailed guidance on how to prevent and manage *Phytophthora* during various aspects of restoration, including nursery plant production, see The *Phytophthora* in Native Habitats Work Group "Restoration Guidance" at www.calphytos.org.
- e. Reduce the potential for pathogen spread and introduction due to movement or use of non-sanitized vehicles, tools, footwear or inadvertent use of contaminated materials (e.g. soil erosion protection wattles and mulch, or non-sanitized materials recycled from other projects such as rebar, fencing materials, etc.). Fundamental principles include:
 - i. Minimize project footprint and soil disturbance. Keep the number of vehicle passthroughs and other disturbances during site activities to the least necessary. Avoid visits when conditions are wet, and areas are muddy. Park vehicles in designated staging areas.
 - ii. Follow sanitation practices. *Phytophthora* and many other pathogens move when contaminated soil is transferred on vehicle tires, footwear, on contaminated tools or infested plant materials. Follow sanitation best management practices: tools, boots, and vehicles will be visibly free of soil before and after use.
 - iii. Promote prevention through education. Ensure that on-site personnel are aware of the risk of inadvertent pathogen introductions and understand how to prevent pathogen introduction and spread. A pre-project meeting that provides appropriate BMP training to all workers and oversight managers who will be onsite during the project will help avoid confusion

and delays in the field and will ensure in advance that everyone understands the project goals related to pathogen prevention.

CALIFORNIA RED LEGGED FROG CONSERVATION MEASURES

In addition to the snake conservation measures, the following California red-legged frog conservation measure, proposed by FEMA and outlined in the 2019 programmatic biological opinion and Service File #0SESMF00-2018-F-3331-8, will aid in avoiding adverse effects to the snake from implementation of the proposed project.

CRLF-7 Wildlife Exclusion Fencing: Prior to the start of construction, Wildlife Exclusion Fencing (WEF) will be installed at the edge of the project footprint in all areas where California red-legged frogs could enter the construction area. The onsite Project Manager and the Service-approved biologist will determine the location of the fencing prior to the start of staging or surface disturbing activities.

- a. Exclusion fencing will be at least 3 feet high and the lower 6 inches of the fence will be buried in the ground to prevent animals from crawling under. The remaining 2.5 feet will be left above ground to serve as a barrier for animals moving on the ground surface.
- b. Such fencing will be inspected and maintained daily by the Service-approved biologist until completion of the project and removed only when all construction equipment is removed from the site.
- c. The WEF specifications will be included the final project plans and in the bid solicitation package (special provisions) and will include the WEF specifications including installation and maintenance criteria.
- d. The WEF will remain in place throughout the duration of the project and will be regularly inspected and fully maintained.
- e. Repairs to the WEF will be made within 24 hours of discovery. Upon project completion the WEF will be completely removed, the area cleared of debris and trash, and returned to natural conditions.
- f. With prior approval from the Service, an exception to the foregoing fencing measures may apply on a case-by-case basis during the following situations: 1) at work sites where the duration of work activities are very short (e.g., 3 days or less), the work activities occur during the dry season, and the installation of exclusion fencing will result in more ground disturbance than from project activities; or (2) at work sites where the substrate (i.e., rock, shale, etc.) or topography (i.e., slopes > 30 degrees) inhibit the safe and proper installation of fencing materials. In these cases, species monitoring will occur during all project activities at that site. Modifications to this fencing measure may be made on a case-by-case basis with approval from the Service.
- g. With prior approval from the Service, a hybrid ESA/WEF fencing material that is both hi-visibility and impermeable to wildlife movement may be used in place of paired ESA fencing and WEF fencing.

Appendix F

**San Mateo County Environmental Health Services Subsurface
Drilling Permit Application**

**San Mateo County Environmental Health Services Groundwater
Protection Program Mentoring Well Destruction Policy**



SAN MATEO COUNTY HEALTH

ENVIRONMENTAL HEALTH SERVICES

Environmental Health Services
Groundwater Protection Program
2000 Alameda de las Pulgas, Suite #100
San Mateo, CA 94403
Phone: (650) 372-6200 | Fax: (650) 627-8244
smchealth.org/gpp

SUBSURFACE DRILLING PERMIT APPLICATION CHECKLIST

- Legibly filled in all appropriate blanks and boxes, except Signature and Date (reviewed instructions to verify appropriate to leave any lines blank or unchecked).
- Have all required signatures (can be on separate pages, do not need to be wet signatures).
- Included appropriate fee (revised **August 1, 2017**) with application.
Can make payment by credit card over phone to (650) 372-6200 (indicate when and how application submitted).
- Included scaled site map of site in relation to cross streets and drilling location in relation to site features.
- Show approximate location(s) and ID/Name of Well/Borings,
- For well installations, indicate (i.e. mark on permit application) anticipated destruction method of these wells.
May be asked to provide written description for small diameter (<2") wells.
- For well destructions via pressure grouting, included well construction logs and grout volume calculations.
An approved work plan is required for all well destructions.
- Shallow (<10') vapor wells do not need to be permitted. However, still must comply with Well Standards for installation and destruction (i.e. do not use bentonite alone in vadose zone for sanitary seal and remove all non-native material).
- Know to notify permitting inspector 2 full working days prior to start of drilling.
Separate notification to case worker if known contaminated site.
- Know consultant must submit all required information within 60 days of drilling (preferably to drilling@smcgov.org):
 - Borings and wells require logs, site map, and analytical data
 - Wells additionally require surveyed coordinates and elevation, Well Completion Report (or indicate upload to DWR's OSWCR).
- Common mistakes to avoid on application:
 - Listed potential buyer as Property Owner,
 - Listed case's address rather than drilling location's address, and
 - Failed to include Assessor's Parcel Number of the drilling location.
- Provided variance justification memo if temporary wells/borings may need to be left open for more than 24 hours to wait for groundwater recharge with estimate of maximum time needed.
- Permit is for **one mobilization** only. If work included in this permit cannot be done in a single mobilization, another permit may be required.
- Understand well owner must submit indication of annual use of wells (monitoring reports in association with corrective action requests satisfies this requirement); otherwise, wells need to be destroyed within year of last originally intended use.
- Any application for drilling within a landfill (Geotechnical or Environmental) must be accompanied by a work plan. Work plans must be approved by San Mateo County Local Enforcement Agency (LEA) and Groundwater Protection Program prior to drilling.



SAN MATEO COUNTY HEALTH
ENVIRONMENTAL
HEALTH SERVICES

Environmental Health Services
Groundwater Protection Program
 2000 Alameda de las Pulgas, Suite #100
 San Mateo, CA 94403
 Phone: (650) 372-6200 | Fax: (650) 627-8244
 smchealth.org/gpp

SUBSURFACE DRILLING PERMIT APPLICATION

Allow three (3) full working days for processing a complete permit application which includes payment (one permit per parcel). Drilling start date & time must be scheduled with County staff at (650) 464-0047 or drilling@smcgov.org at least 2 full working days (i.e. 48 hours) in advance. Visit smchealth.org/ehfees for Groundwater Protection Program Fees

PURPOSE OF APPLICATION	<input type="checkbox"/> Groundwater Monitoring/Vapor Well Installation	<input type="checkbox"/> Construct Soil Borings (variance request if to be left open >24 hrs)
	<input type="checkbox"/> Groundwater Monitoring/Vapor Well Destruction	Extension of Permit # _____
	No. of Wells _____	No. of Borings _____ Well/Boring Names _____

PURPOSE OF DRILLING	<input type="checkbox"/> Environmental	LEAD AGENCY	<input type="checkbox"/> County GPP (permit approval is not to be considered work plan approval)
	<input type="checkbox"/> Geotechnical		<input type="checkbox"/> RWQCB/DTSC/USEPA (Provide approval letter) <input type="checkbox"/> None (i.e. voluntary)

SITE / DRILLING INFORMATION

Agency Case # _____ Assessor's Parcel # (required) _____ (one per permit)

Drilling Location Address: _____ City: _____ Zip: _____

To Be Constructed In: ☐ Public Property ☐ Private Property ☐ Refuse

Maximum Proposed Depth (wells/borings) _____ (feet) Drilling Method: _____

Boring Diameter: _____ Casing Diameter: _____ Filter Pack Interval: _____ Screen Interval: _____

Destruction Method: ☐ Pressure Grouting (provide well construction logs and grout calcs)
 (6 gallons water max/94 lb cement, up to 5% bentonite) ☐ Overdrilling (guide rods for total depth prior to starting required)

WELL/BORING OWNER (Well/boring owner name or contact person should match signature)

Name: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Telephone: _____ Email: _____

It is my responsibility to notify the County of any known changes in the purpose of this well/boring from that which is indicated on this application, to submit indication of annual usage of wells to the County, and to maintain the well in good condition. (Letter signed by well/boring owner/contact person, containing above language and attesting to knowledge of all permit requirements and conditions, may be substituted for signature.)

Well/Boring Owner's/Contact Person's Signature: _____ Date: _____

PROPERTY OWNER (Name as appears on assessor's roles should match signature)

Name: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Telephone: _____ Email: _____

I understand that a well/boring is being installed on my property. I agree to notify the County and Well Owner of any known damage or future access issues to the well (Letter signed by property owner, containing above language, or encroachment permit may be substituted for signature)

Property Owner's Signature: _____ Date: _____

DRILLING COMPANY

Drilling Company: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Telephone: _____ Email: _____ C57 Drillers License # _____

I certify that the well/boring will be constructed in compliance with the conditions of this permit (see reverse), the San Mateo County Well Ordinance, and the State Water Well Standards, and that the license listed above is considered current and active by the Contractors State License Board.

Driller's Signature: _____ Date: _____

CONSULTANT COMPANY

Consultant Company: _____ Project Manager: _____

Address: _____ City, State, Zip: _____

Telephone: _____ Email: _____

Field Contact & Cell # (if known): _____

I certify that this application is correct to the best of my knowledge and the well/boring will be constructed/destroyed in compliance with the conditions of this permit (see reverse), the San Mateo County Well Ordinance, and the State Water Well Standards. I understand that I am responsible for General Conditions E, F, K, and L of this permit and if I indicated the purpose of drilling is geotechnical, then no one will use the boring to collect any samples for environmental analyses. If there is a change in Responsible Professional, I will notify San Mateo County GPP staff.

Responsible Professional's Name (Please print legibly): _____

Responsible Professional's Signature: _____ Date: _____

California Professional Geologist (PG) No. _____ or Civil Engineer (PE) No. _____

SUBSURFACE DRILLING PERMIT APPLICATION

REQUIREMENTS:

An accurate and correct map **must** be submitted with the application and include the following: north arrow, existing and historic site features, existing and proposed well/boring locations with ID's to scale, property lines and any other pertinent information. A work plan describing the drilling and construction/destruction methodology must be submitted to County staff. A complete application with appropriate fees must be submitted 3 working days in advance of drilling and notification of start date and time must be provided at least 2 working days prior to drilling. The permit is subject to both General and Special Conditions stated below. A copy of the approved Subsurface Drilling Permit **must** be available on site while work related to the permit is being performed. **Drilling may begin at the notified date and time whether County staff is present or not.**

GENERAL CONDITIONS:

- A. Field notification must be provided to GPP drilling inspection staff at least 2 full working days prior to the start of drilling. GPP Caseworker also must be notified if site is associated with a remedial action case.
- B. Well and boring construction and destruction under this permit are subject to the Standards for the Construction of Wells in San Mateo County, County Groundwater Protection Program (GPP) Guidelines, Policies & Procedures, the State Water Well Standards, and any instructions by a Health Department representative.
- C. Well/Boring Owner, Driller, and Responsible Professional assume responsibility for all activities and uses under the permit, including compliance with Workmen's Compensation Laws, and indemnify, defend and save the County of San Mateo, its officers, agents and employees, free and harmless from any and all expense, cost, or liability in connection with or resulting from work or stopped-work associated with the permit, including, but not limited to, property damage, personal injury, wrongful death, and loss of income.
- D. All borings **must** be properly destroyed (grouted/sealed) within 24 hours of drilling, unless special conditions are approved beforehand in writing as part of this permit, and must be continuously protected and stabilized.
- E. Analytical results of all soil, vapor, and groundwater samples collected during the execution of drilling under this permit **must** be submitted to County GPP staff by the Responsible Professional within 60 days of sample collection. If contamination is discovered during drilling, verbal notification to County GPP by the Responsible Professional is **required** within 72 hours of discovery. Proper storage, labeling & disposal of investigation-derived residual wastes are the responsibility of the consultant unless stated otherwise contractually.
- F. Boring logs, well construction details, and finalized as-built location map for all borings/ wells (except geotechnical borings) signed by a Responsible Professional, **must** be submitted to County GPP by the Responsible Professional within 60 days of drilling/construction/destruction. DWR Form 188 must be filed with the State per water code 13752.
- G. Permit is valid only for the purpose specified herein. No change in purpose or required procedures, as described on this permit application, in the associated workplan, or in the special conditions below, will be allowed except upon written permission from the County. Construction aspects can be changed based on conditions encountered in the field.
- H. **Permit is valid for one mobilization** associated with originally permitted boring/well locations only, including contingency locations, and is automatically canceled if not exercised, or if an extension is not applied for and granted within 120 days of the original permit issuance date. Failure to notify staff of cancellation or delay in start time will result in the Consultant being billed an Inspection Cancellation fee if GPP staff attempted to perform an inspection. Fees are listed at smchealth.org/ehfees
- I. Wells installed under this permit may not be used for domestic, municipal, agricultural, or irrigation water supply.
- J. All work performed **must** conform to Business and Profession Codes and State Water Well Standards.
- K. Top-of-casing elevation of all wells **must** be surveyed to the nearest 0.01-foot relative to Mean Sea Level or NAVD88 and submitted to County GPP within 60 days of drilling, and to State GeoTracker as appropriate. Geotechnical wells are exempt from this requirement if a written variance from GPP is obtained prior to drilling.
- L. Latitude and longitude of all wells **must** be surveyed with sub-meter accuracy relative to NAD83 and submitted to County GPP within 60 days of drilling, and to State GeoTracker as appropriate.
- M. Violation of any requirement or general or special permit condition may result in an order by GPP staff to cease work under this permit, correct the violation, potentially re-permit the work as a new mobilization, and potential actions may be taken against the Well Owner, Property Owner, or Responsible Professional by GPP.

SPECIAL CONDITIONS:

(agency use only)

For Agency Use Only:

County Approval: _____

FA # _____

Date: _____

SUBSURFACE DRILLING PERMIT APPLICATION

PERMIT APPLICATION INSTRUCTIONS AND FEES

A subsurface drilling permit for borings and wells is required if groundwater is anticipated to be encountered or if drilling extends to 10 feet or deeper. Sub-slab and vapor wells shallower than 10 feet do not require a permit. Should groundwater be encountered shallower than 10 feet unexpectedly, then contact San Mateo County Health System Groundwater Protection Program (GPP) immediately and a permit application will be required retroactively. GPP is the permitting agency for all subsurface drilling for environmental and geotechnical purposes within San Mateo County except in the City of Daly City. All drilling in the City of Daly City is permitted by the City of Daly City Water and Wastewater Department at (650) 991-8200 with appropriate notification to GPP for GPP lead sites. San Mateo County Health System Land Use Program (LUP) reviews all water well permit applications (smchealth.org/enviro/forms) for public supply, domestic, agricultural, cathodic protection, exploratory, and geothermal heat exchange well construction and destruction and permit applications for all reconnaissance, investigation, and excavation work strictly for land use purposes. Please contact the LUP at (650) 372-6200 to discuss permitting, notification, and drilling requirements.

A 120-day extension may be granted for permits which have not been used during the original 120-day time frame. Submit another Subsurface Drilling Permit Application and payment for the permit extension fee at 50% of the fee for the type of drilling. Extension must be requested prior to the original permit expiring. If there are several wells and borings over several contiguous assessor's parcels and public right-of-ways, then discuss the fee with the County inspector at (650) 464-0047 or drilling@smcgov.org. The County inspector may charge only one fee for borings and wells constructed across contiguous assessor's parcels and public right-of-ways. However, this is dependent on how much the County inspector believes will need to be inspected in the field and how much review time of required submittals will be needed.

Section 1: Purpose of Application

At least one of the four boxes must be selected; however, multiple boxes may be selected as long as all of the wells and borings are on the same assessor's parcel or public right-of-way (see Section 4). A **boring** under this permit application is defined as a constructed hole lasting less than 24 hours before being properly destroyed. After 24 hours, the constructed hole is considered a **well** under this permit application which needs to be constructed appropriately unless special conditions are approved as part of the permit. If Permit Extension is selected, then write in the permit number of the permit to be extended. List the number of wells and borings anticipated to be drilled and what they will be named. This number may change in the field based on conditions encountered.

Section 2: Purpose of Drilling

At least one of the two boxes must be selected; however, both boxes may be selected as long as both purposes of drilling are to be conducted on the same assessor's parcel or public right-of-way (see Section 4). Geotechnical Drilling may also be conducted under San Mateo County's Annual Geotechnical Drilling Permit in which consulting companies pay an annual fee to perform this type of drilling an unlimited amount of times for 365 days after obtaining the Annual Geotechnical Drilling Permit. Fees are listed at smchealth.org/ehfees. Please note, a Notification Form (not available on website) similar to this Subsurface Drilling Permit Application must be completely filled out and submitted at least 2 business days (48 hours) prior to drilling under the Annual Geotechnical Drilling Permit.

Section 3: Lead Agency

One of the three boxes must be selected. The **County Groundwater Protection Program** would be selected only for investigations of known contaminated sites that the County is the lead agency. For drilling required by the Regional Water Quality Control Board (**RWQCB**), Department of Toxic Substances Control (**DTSC**), or the United States Environmental Protection Agency (**USEPA**), please include a copy of their approval letter. **None** would refer to investigations required by the County CUPA (Hazardous Materials Program), County Land Use or Solid Waste Programs, County or City Planning or Building Departments or voluntary investigations for due diligence or property transactions.

Section 4: Drilling Information

All applicable spaces must be filled in. **Agency Case #** refers to the lead agency's case number, if overseen by an agency, for the project under which the investigation is being conducted. **Assessor's parcel number** is the 9-digit number corresponding to the specific private property drilling is proposed to be conducted on (can be found under Secured Property Taxes at sanmateocountytaxcollector.org or [here](#)). Each permit **must** include only one assessor's parcel number. If the drilling is to be conducted only in public right-of-ways, then the assessor's parcel number space should be filled in with NA for not applicable. If drilling is to occur on both a private property and a contiguous public right-of-way, then two permits (one for the private property and one for the public right-of-way) must be filled out. **Address, City, and Zip** refer to the location of the specific property drilling is proposed to be conducted on. The Address for a public right-of-way would simply be the name of the specific section of the public right-of-way (ie. 100 block of Main Street). **To be Constructed in** must have one box selected. Again, this differentiates between a public right-of-way and a private property. **Refuse** is a special land use designation which needs to be indicated on the permit application.

SUBSURFACE DRILLING PERMIT APPLICATION

PERMIT APPLICATION INSTRUCTIONS AND FEES (CONTINUED)

Section 4: Drilling Information (continued)

The rest of this section is self-explanatory, may change in the field based on conditions encountered, and must be filled in except **Destruction Method** for borings only. Schematics may be submitted instead of filling in the well construction details, particularly if wells will be constructed differently from each other.

Destruction Method requires the use of a maximum of 7 gallons of water per 94 pounds of cement. This measurement (for both water and cement) must be able to be demonstrated in the field upon request from the inspector (such as using a 5-gallon bucket for measuring the water and using entire bags of cement). For **pressure grouting**, the well construction log and grout calculations must be submitted. The sand pack may not be more than 3 feet above the top of the screened interval, the screened interval may not be longer than 25 feet, and the bottom of the original boring may not be more than 2 feet deeper than the bottom of the constructed well. The total depth of the well and the fact that there are no obstructions in the well must be verified in the field. Type I/II cement grout must be tremied into the well, followed by application of 25 psi pressure maintained for 5 minutes. If the well does not meet pressure grouting criteria, it must be destroyed by drilling out to the total depth of the original boring. For **overdrilling**, the well casing and all annular material must be removed using a guide rod for the entire depth of the well inserted prior to drilling, and the boring tremie grouted to the surface using Type I/II cement grout. A general observation is that grouting borings using a ¾ inch PVC pipe, typically used to collect grab groundwater samples in borings, does not work with a screened section. Free falling grout is only allowed if the boring is dry, or if water is present in less than 10% of the boring, and less than 30 feet deep. Grout calculations must be provided in a well destruction workplan.

Section 5: Well/Boring Owner

The **name** of the entity owning the wells and borings must be listed along with their contact person (if different from the name of the well/boring owner), address, telephone number, and email address. The **contact person** must be directly associated with or an agent of the entity owning the wells and borings such as a property manager, real estate manager, contractor, or lawyer but not the environmental consultant listed on the permit application in Section 8. A **telephone** number and an **email** address must be provided to allow the inspector to contact the well/boring owner to verify information if necessary. By providing an email address, the well/ boring owner will receive an electronic copy of the permit. The permit application must be **signed** and **dated** by either the entity listed as the owner of the wells and borings or the contact person. **Signatures (Sections 5 through 8)** do not need to be original; however, one copy of the permit application must contain all of the information besides the signatures in a legible format. **ALL SIGNATURES REQUIRED (SECTIONS 5 THROUGH 8) DO NOT NEED TO BE ON THE SAME COPY OF THE PERMIT APPLICATION.**

Section 6: Property Owner

The **name** of the entity owning the property must be listed and needs to match the name listed with the County Assessor for this property. The **contact person** must be directly associated with or an agent of the entity owning the property such as a property manager, real estate manager, contractor, or lawyer but not the environmental consultant listed on the permit application in Section 8. A **telephone** number and an **email** address must be provided to allow the inspector to contact the property owner to verify information if necessary. By providing an email address, the property owner will receive an electronic copy of the permit. The permit application must be signed and dated by the entity listed as the property owner only.

AGENTS CANNOT SIGN FOR THE PROPERTY OWNER. For public rights-of-way, a copy of the encroachment permit can be substituted for the property owner signature. The City of San Mateo, among others, will not issue an encroachment permit until the subsurface drilling permit is issued, but the City of San Mateo will issue a letter of intent to issue an encroachment permit which is acceptable as a substitute for the property owner signature in City of San Mateo rights-of-way.

Section 7: Drilling Company

The **name** of the company proposed to drill the wells and borings must be listed along with the drilling company **contact person**, **address**, **telephone number**, and **email address**. In addition, the **driller's C57 license number** must be provided. By providing an email address, the drilling company will receive an electronic copy of the permit. The permit application must be signed and dated by the driller's contact person. If the drilling company changes, then a new subsurface drilling permit application should be filled out completely except for Sections 5, 6, and 8.

Section 8: Consulting Company

The **name** of the company overseeing the proposed drilling of the wells and borings must be listed along with the **project manager**, **address**, **telephone** number, and **email** address. The responsible professional overseeing the work must **print** their name legibly, **sign** their name and date, and provide either their **California Professional Geologist or Civil Engineering** number. Field contact name and number, if known, are optional but beneficial for all parties involved.



GROUNDWATER PROTECTION PROGRAM MONITORING WELL DESTRUCTION POLICY

Sealing Material: Type I/II neat cement grout with 6 to 7 gallons of water per 94 pounds of cement. This measurement (for both water and cement) must be able to be demonstrated in the field upon request from the inspector (such as using a 5-gallon bucket for measuring the water and using entire bags of cement).

Work Plan Requirement: All well destructions regardless of oversight agency must have a work plan approved in writing by San Mateo County Environmental Health Services. The well construction log and grout calculations must be submitted for all wells.

Pressure Grout Requirements: The sand pack may not be more than 3 feet above the top of the screened interval, the screened interval may not be longer than 25 feet, and the bottom of the original boring may not be more than 2 feet deeper than the bottom of the constructed well. The total depth of the well and the fact that there are no obstructions in the well must be verified in the field. Type I/II cement grout must be tremied into the well, followed by application of 25 psi pressure maintained for 5 minutes. If the well does not meet pressure grouting criteria or if pressure grouting fails due to inadequate grout volume or failure to hold pressure, it must be destroyed by drilling out to the total depth of the original boring. Free falling grout through tremie pipe is only allowed if the boring is dry, or if water is present in less than 10% of the boring, and the boring is less than 30 feet deep. If the boring or well does not meet these criteria, then grout must be pumped through a tremie pipe using an appropriate grout pump to displace any encountered groundwater from the bottom up which must then be containerized and handled per all applicable laws.

Over-drilling Requirements: The well casing and all annular material must be removed. A guide rod extending to the bottom of the casing must be inserted prior to drilling, and the boring tremie grouted to the surface using Type I/II cement grout or sand/cement grout, consistent with State Water Well Standards. Augers may not be completely removed from the boring prior to grouting. No more than five feet of unsupported boring may be exposed at any time to avoid loss of borehole integrity. A general observation is that grouting borings using the ¾ inch PVC pipe typically used to collect grab groundwater samples in borings is not adequate. Free falling grout is only allowed through augers if the boring is dry, or if water is present in less than 10% of the boring, and the boring is less than 30 feet deep, otherwise grout must be pumped through the tremie pipe and the boring grouted from the bottom up to displace groundwater.

Failure to emplace the necessary amount of grout either due to pressure grout failure or improper field techniques, will result in the requirement to over-drill and properly destroy the well or boring in question. Any variance from work plan approved well destruction procedures or conditions **must be approved in writing**. Failure of the driller to provide adequate equipment to properly destroy wells at the time of scheduled well destruction may result in voiding of the current permit and require re-permitting as a new mobilization. A complete description of field activities including copies of drillers dailies and consultant field notes documenting the number of bags of cement and volume of mixed grout used to destroy each well must be provided in a well destruction report.



PROPOSAL SECTION

Contractor's Check-Off List:

		<u>Page(s)</u>
1.	Complete Bidder's Information Sheet	1
2.	Complete Bid Proposal Sheet	4 to 6
3.	Complete Acknowledgement of Site Visit Form	7
4.	Check off for Bidder's Security (cash, cashier's check, certified check, or bidder's bond)	8
5.	Complete Principal(s) and Title(s) Sheet	11
6.	Complete State Contractor's License No. and Department of Industrial Relations Registration No.	12
7.	Complete Subcontractor List Sheets	13 to 14
8.	Complete Certification of Intent Sheet	18
9.	Equal Employment Opportunity Sheets:	
	i. Complete Questionnaire for Bidder Sheet	19 to 21
	ii. Complete Contractor Report Form	22
10.	Complete Equal Benefits Compliance Declaration Form	28
11.	Complete Employee Jury Service Compliance Declaration Form	32
12.	Complete Non-Collusion Declaration Form, Page	33
13.	Complete Certification Regarding Lobbying Sheet	34
14.	Complete Estimate of Percentage of Recovered Materials Content for EPA Designated Items Sheet	35
15.	Complete Public Contract Code Section 10285.1 Statement	36
16.	Complete Public Contract Code Section 10162 Questionnaire	37
17.	Complete Debarment And Suspension Certification	40
18.	Complete Disclosure of Lobbying Activities	42
19.	Complete Certification of Bidder's Qualifications and Experience Form	45 to 49

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

**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA**

**TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WOR365K THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SMC51
PROJECT FILE NO. E4976**

**FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA
CAL OES NO. 081-00000**

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

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

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes 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 **“Scenic Drive Repair and Reconstruction Project,”** File E4976 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

**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA**

**TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WORK THERETO IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SMC51; PROJECT FILE NO. E4976
FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA; CAL OES NO. 081-00000**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	10	1	LS	Develop and Apply Water	\$	\$
2	11	1	LS	Mobilization	\$	\$
3	12	1	LS	Maintaining Traffic	\$	\$
4	13	1	LS	Water Pollution Control	\$	\$
5	14	1	LS	Construction Waste Management	\$	\$
6	15-1	150	LF	Fence Removal	\$	\$
7	15-3	250	CY	Base and Surfacing Removal	\$	\$
8	15-4	2	EA	Inclinometer Well Destruction	\$	\$
9	17	1	LS	Clearing and Grubbing	\$	\$
10	17-1	8	EA	Tree Removal (6" – 10")	\$	\$
11	17-1	5	EA	Tree Removal (12" - 18")	\$	\$
12	17-1	2	EA	Tree Removal (36" - 48")	\$	\$
13	19-1 (F)	550	CY	Structure Excavation (Ground Anchor Wall)	\$	\$
14	19-1 (F)	650	CY	Structure Excavation (Lower and Upper Subdrains)	\$	\$
15	19-1 (F)	550	CY	Structure Backfill (Ground Anchor Wall)	\$	\$
16	19-1 (F)	750	CY	Structure Backfill (Lower and Upper Subdrains)	\$	\$

Scenic Drive Repair and Reconstruction Project Proposal – Continued on next page

Scenic Drive Repair and Reconstruction Project Proposal – Continued

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
17	19-2 (F)	2,400	CY	Roadway Excavation (Geogrid Reinforced Embankment)	\$	\$
18	19-2 (F)	230	CY	Trench Excavation (Upper, Roadway and Lower Subdrain)	\$	\$
19	19-3 (F)	2,700	CY	Embankment Construction (Geogrid Reinforced Embankment)	\$	\$
20	20	15	EA	Tree Planting (Coast Live Oak)	\$	\$
21	21-2	25,000	SF	Bonded Fiber Matrix with Hydroseed	\$	\$
22	21-3	400	LF	Fiber Rolls	\$	\$
23	21-4	1,135	LF	Temporary Fence (ESA)	\$	\$
24	24	120	TON	Lime (4%)	\$	\$
25	26	260	CY	Aggregate Base (Class 2)	\$	\$
26	39	195	TON	Hot Mix Asphalt (Type A)	\$	\$
27	39-1	125	LF	Asphalt Concrete Dike (Type F)	\$	\$
28	46	16	EA	Ground Anchors	\$	\$
29	47	1,200	SF	Segmental Block Retaining Wall	\$	\$
30	49-1	556	LF	30" Cast-In-Drilled-Hole Concrete Piling	\$	\$
31	49-2	144	LF	30" Cast-In-Drilled-Hole Concrete Piling (Rock Socket)	\$	\$
32	51-1	23	CY	Structural Concrete (Waler)	\$	\$
33	51-1	19	CY	Structural Concrete (Grade Beam)	\$	\$
34	51-2	330	LF	Minor Concrete (Roadside Ditch and Curb)	\$	\$

Scenic Drive Repair and Reconstruction Project Proposal – Continued on next page

Scenic Drive Repair and Reconstruction Project Proposal – Continued

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
35	51-2	72	LF	Minor Concrete (Roadside Curb)	\$	\$
36	51-2	52	LF	Minor Concrete (Wall Ditch)	\$	\$
37	51-2	4	EA	Minor Concrete (Culvert Headwall Structures)	\$	\$
38	51-2	45	LF	Minor Concrete (Culvert Pipe Cap)	\$	\$
39	64	50	LF	15" Corrugated HDPE Plastic Pipe (Driveway Culvert)	\$	\$
40	68	500	LF	6" Perforated Plastic Pipe (Subdrain)	\$	\$
41	68	200	LF	6" Non-Perforated Plastic Pipe (Subdrain)	\$	\$
42	68	232	CY	Class 2 Permeable Material	\$	\$
43	68	5	EA	Pre-Cast Utility Box	\$	\$
44	69	20	EA	Traffic Channelizers		
45	80	150	LF	Cable Railing	\$	\$
46	96-1	6,100	SY	Subgrade Enhancement Geogrid (Biaxial)	\$	\$
47	96-2	90	SY	Geocomposite Drain	\$	\$
48	100	1	LS	Construction Staking	\$	\$
TOTAL						\$

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.

ACKNOWLEDGEMENT OF SITE VISIT

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

Name of Firm

Name(s) of Representative(s)
Who Visited (Please Print)

Job Title

Date Visited

Acknowledged by,

Name (Please Print)

Job Title

Signature

Date Signed

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

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

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

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

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

Accompanying this Proposal is:

- ☐ Cash
- ☐ A Cashier's Check (made payable to the "County of San Mateo")
- ☐ A Certified Check (made payable to the "County of San Mateo")
- ☐ A Bidder's Bond executed by an admitted surety insurer (made payable to

the "County of San Mateo")
in the amount equal to at least ten percent (10%) of the total bid.

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

PROVISIONS OF LABOR CODE

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

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

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

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

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

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

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

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

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

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

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

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

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

SUBCONTRACTORS

1. Name: _____ 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: Scenic Drive Repair and Reconstruction Project

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

1. _____ Yes _____ No Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.50** of the San Mateo County Ordinance Code?

2. _____ Yes _____ No Does your employment advertising state that you are an Equal Opportunity Employer?

3. _____ Yes _____ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?

4. _____ Yes _____ No Were any employees hired by means other than the union hiring hall in the past year?

How many? _____

What positions? _____

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

6. How many apprentices do you employ? _____

How many of these are minorities? _____

7. _____ Yes _____ No Do you have a program for upgrading and counseling present employees?

Describe: _____

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

Please list these groups _____

9. What percentage of your work force is covered by union agreement? _____
10. _____ Yes _____ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?
11. _____ Yes _____ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?
12. Describe any previous experience with Equal Employment Opportunity Programs:
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM
(To Be Submitted with Original Bid)**

PROJECT: Scenic Drive Repair and Reconstruction Project DATE: _____

NAME OF BIDDER: _____

NAME OF PERSON SUBMITTING REPORT: _____

RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

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

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.
 (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.
 (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**SECTION III-A. GENERAL EQUAL EMPLOYMENT
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026**CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

Chapter 2.84 CONTRACTS – EQUAL BENEFITS**2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
(Ord. 4324, 08/15/06)

2.84.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

2.84.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.

(b) Receive notification from employees of contractors regarding violations of this chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.
3. Liquidated damages in the amount of \$2,500.

(d) Examine contractors' benefit programs covered by this chapter;

- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.84.050 Date of Application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

Section 2. Severability – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
 (To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

Does the Contractor provide benefits to spouses of employees? _____ Yes _____

_____ No

*If the answer to one or both of the above is no, please skip to Section IV. *

III Equal Benefits Compliance (Check One)

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.84, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before July 1, 2001. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)
 The Contractor is under a collective bargaining agreement which began **on or before July 1, 2001** and expires on _____ (date). (Section 2.84.050)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____ at _____, _____.

(City) (State)

 Signature

 Name (Please Print)

 Title

 Contractor Tax Identification Number

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269**CHAPTER 2.85**ORDINANCE NO 04269**AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES**

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

Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE**2.85.010 Definitions**

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor jury service policy

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 Powers and duties of the County Manager

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
 - (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;

- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

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)

CERTIFICATION REGARDING LOBBYING

As required by 44 C.F.R. Part 18:

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS

As required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(i\)](#)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

(c) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

[Signature of the Officer or Employee]

Date

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

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.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Changes Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known _____	
6. Federal Department/Agency: Congressional District, if known _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: Congressional District, if known _____	9. Award Amount, if known: Congressional District, if known _____	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Confirmation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Confirmation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <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 _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. 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 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. 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. Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 and/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. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action. (b) 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).
11. 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.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, 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. 06-04-90«ENDIF»

CERTIFICATION OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

(To Be Submitted With Proposal)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the project which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 4 is "yes", or if the answer to question 5 is "no", the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Has your contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No
4. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No
5. The Bidder has been engaged in the contracting business, under the present business name for at least 5 years and has experience in work of a nature similar to this project?
☐ Yes ☐ No

B. COMPANY EXPERIENCE

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least one project that involved sanitary sewer repair and stitch pile wall work.

Any projects listed below which are not as defined above will not be considered by the County of San Mateo in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work when acting as a general contractor or ten percent (10%) of the Work when acting as a subcontractor on each of the projects listed below. The County of San Mateo considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name & Description:** _____

Owner: _____

General Contractor or Subcontractor for Project: _____

Work Performed: _____

Total Construction Cost: \$ _____

Dollar Amount of Bidder's Work: \$ _____

Construction Time: _____ **Calendar Days**

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

2. **Project Name & Description:** _____

Owner: _____

General Contractor or Subcontractor for Project: _____

Work Performed: _____

Total Construction Cost: \$ _____

Dollar Amount of Bidder's Work: \$ _____

Construction Time: _____ **Calendar Days**

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

3. **Project Name & Description:** _____

Owner: _____

General Contractor or Subcontractor for Project: _____

Work Performed: _____

Total Construction Cost: \$ _____

Dollar Amount of Bidder's Work: \$ _____

Construction Time: _____ **Calendar Days**

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

4. **Project Name & Description:** _____

- Owner:** _____
- General Contractor or Subcontractor for Project:** _____
- Work Performed:** _____
- Total Construction Cost: \$** _____
- Dollar Amount of Bidder's Work: \$** _____
- Construction Time:** _____ **Calendar Days**
- Owner's Representative:** _____
- Owner's Telephone No.:** _____
- Date of Substantial Completion:** _____
5. **Project Name & Description:** _____

- Owner:** _____
- General Contractor or Subcontractor for Project:** _____
- Work Performed:** _____
- Total Construction Cost: \$** _____
- Dollar Amount of Bidder's Work: \$** _____
- Construction Time:** _____ **Calendar Days**
- Owner's Representative:** _____
- Owner's Telephone No.:** _____
- Date of Substantial Completion:** _____

The undersigned hereby states that all representations regarding the Bidder's Company Experience are correct and true.

Signed this _____ day of _____, 20____

Bidder's Company Name

Authorized Signature

Date

Name and Title of Signatory

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, 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

**SCENIC DRIVE REPAIR AND RECONSTRUCTION PROJECT
LA HONDA, CALIFORNIA**

**TOTAL PROJECT APPROXIMATELY 0.1 MILES IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SMC51
PROJECT FILE NO. E4976**

**FEDERAL-AID PROJECT NO. FEMA-4308-DR-CA
CAL OES NO. 081-00000**

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

II. Payments: The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated _____, 2021,

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

NINETY (90) 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 B in the Special Provisions.

VIII. Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the

care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, and its officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, and its officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or its officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

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

Such insurance shall include:

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

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

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

D. Hold Harmless

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

The provisions contained in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or

division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo.

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

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

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

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

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

E. Compensation

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

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

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

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

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

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

any of the provisions thereof during the course of execution of this Contract.

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

XI. Non-Discrimination and Other Requirements:

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

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

c. Section 504 of the Rehabilitation Act of 1973:

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

d. Compliance with County's Equal Benefits Ordinance:

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

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

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

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County 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, 5th 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:

XXX. 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)