

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

ROAD OIL APPLICATION IN CONJUNCTION WITH
THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT

TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH
WITH APPURTENANT WORK THERETO IN
UNINCORPORATED SAN MATEO COUNTY

COUNTY PROJECT NO. RW936
PROJECT FILE NO. S5047

APPROVED: _____ MAY 27 _____, 2022





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

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

Last Updated: May 27, 2022

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**COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN, that

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

2:30 p.m., Thursday, June 16, 2022

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:

**ROAD OIL APPLICATION IN CONJUNCTION WITH
THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH
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UNINCORPORATED SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW936
PROJECT FILE NO. S5047**

Bids are required for the entire work described herein.

Bidders are further advised of the following:

1. **Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
 - a. **Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100) , please send check payable to "County of San Mateo" to 555 County Center, 5th Floor, Redwood City, CA 94063; OR**
 - b. **Complete and sign the following Plan Holder's Affidavit by using the link below to receive a link to download an electronic copy of the plans and specifications. The Contractor is advised that the form should be received by the County no later than three (3) working days prior to the bid opening date.**

Link to the Plan Holder's Affidavit:

<https://www.smcgov.org/publicworks/2022-Road-Oil-Application>

- c. If Plans and Specifications are obtained through a source other than those outlined in 1a and 1b, complete the below Plan Holder's Affidavit and return to the County by PDF either via email to jrawley@smcgov.org, zazzari@smcgov.org, or by fax at (650) 361-8220. The Contractor is advised that the form 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	Road Oil Application in Conjunction with the County's 2022 Chip Seal Road Maintenance Project
Project No.	RW936
Project Engineer:	Joshua P. Rawley
Project Manager:	Zack Azzari
Bid Open Date and Time:	2:30 p.m., Thursday, June 16, 2022
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 jrawley@smcgov.org and zazzari@smcgov.org, not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility

to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.

4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
5. Proposals in which the prices obviously are unbalanced may be rejected.
6. County is not responsible for the delivery or tracking of mailed-in bids. It will be the responsibility of the Contractor to ensure the package is delivery to the correct location in advance of the bid. It is recommended to have mailed-in bids delivered several days in advance of bid open to allow for proper routing of materials.

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

ENGINEER'S ESTIMATE**ROAD OIL APPLICATION IN CONJUNCTION WITH
THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT****TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH
WITH APPURTENANT WORK THERETO IN
UNINCORPORATED SAN MATEO COUNTY****COUNTY PROJECT NO. RW936
PROJECT FILE NO. S5047**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	11	1	LS	Mobilization
2	37-1	975	TON	Rejuvenating Polymer Modified Asphaltic Emulsion
3	37-3	17,000	SY	Fog Seal Emulsion

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

Engineer's Estimate of Costs: \$ 1,350,000.00

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.

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

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

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

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

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

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

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

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

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

Plans and Specifications and forms of Proposal and Contract may be seen and obtained at the office of the Director of Public Works, 555 County Center, Redwood

City, California, 94063-1665. Plans and specifications may be obtained for a:

NON-REFUNDABLE FEE OF \$ 40 PER SET

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

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

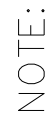
The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

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

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: MAY 27 , 2022

**Michael Callagy, County Executive
Officer/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.

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**SPECIAL PROVISIONS
FOR**

**ROAD OIL APPLICATION IN CONJUNCTION WITH
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**TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH
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**COUNTY PROJECT NO. RW936
PROJECT FILE NO. S5047**

DATE: MAY 27 , 2022

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

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

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

END OF SECTION

SECTION 2. BIDDING

The Bidder's attention is directed to all the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer in lieu of the sample forms provided herein in Appendix 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.

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

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

2-1. Plans and Specifications

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

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

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

END OF SECTION

SECTION 3. CONTRACT AWARD AND EXECUTION

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

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

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

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

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

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

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

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

- Project Name
- Project File Number
- A complete statement describing the basis for the bid protest, which includes

- a detailed statement of all legal and factual grounds for the protest
- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

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

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

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

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

END OF SECTION

SECTION 4.

DESCRIPTION OF WORK

The work to be done consists, in general, placing emulsion oil for the chip sealing of Tunitas Creek Road, Higgins Canyon Road, Purisima Creek Road, Verde Road, Lobitos Creek Road, Bear Gulch Road, Native Sons of Golden West Road, Stage Road, Swett Road, Star Hill Road, Old La Honda Road, Page Mill Road, Sunshine Valley Road, and Miramontes Road prior to the placement of chips by the County of San Mateo Road Division as well as any other items and details not mentioned above, but required by the Standard Specifications and these Special Provisions, and the directions of the Engineer. In addition, Sunshine Valley Road will receive a full length and full width fog seal treatment after the installation of the chip-seal application. This is a collaborative project between the County of San Mateo Road Crews and the Contractor. The County of San Mateo Road Crews will be responsible for preparing the roads for construction operations, sweeping, water pollution control measures, property owner notifications and advisory signs for the project. The Contractor is responsible for supplying and placing asphaltic emulsion oil, fog sealing Sunshine Valley Road, and obtaining an encroachment permit from Caltrans.

END OF SECTION

SECTION 5. CONTROL OF WORK

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

5-1. Differing Site Conditions

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

Contractor's Notification

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

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

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

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

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

Engineer's Investigation and Decision

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

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

Contractor may protest the Engineer's decision.

5-2. Repair of Equipment

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

5-3. Cooperation

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

The Contractor shall contact USA North 811 (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 at the expense of the Contractor.

The Contractor's attention is directed to the fact that, prior to start of work either within the State of California right-of-way or affecting State of

California facilities, the Contractor will be required to obtain an Encroachment Permit in accordance with the conditions stated in the Encroachment Permit obtained by the County (See Appendix F) at the following State of California, Department of Transportation office:

**CALTRANS, DISTRICT 04
PERMIT ENGINEER
111 Grand Avenue
Oakland, CA 94623**

The Contractor is advised that affected roads are:

- 1. Purisima Creek Road, in Half Moon Bay, and**
- 2. Verde Road, in Half Moon Bay.**

County shall deduct \$5,000 from Contractor's Progress Payment until Contractor has provided proof of obtaining encroachment permit.

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

5-5. Project Appearance

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

5-6. Preservation of Property

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

5-7. Air Pollution Control

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

5-8. Obstructions

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

5-9. Sound Control

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

5-10. Public Convenience

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

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.

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.

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

END OF SECTION

SECTION 7.

LEGAL RELATIONS AND RESPONSIBILITY

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

7-1. Equal Employment Opportunity Program for Minority Employment

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

7-1.1. Definitions

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

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

7-1.2. Certifications of Compliance and Intent

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

7-1.3. Equal Employment Opportunity Program

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

A. Analysis of current work force

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

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

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

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

program information.

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

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

7-1.4. Equal Employment Opportunity Program Evaluation

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

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

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

7-1.5. Inclusion of EEOP and Certificates

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

7-1.6. Compliance of Contractor

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

hours and at Contractor's place of business, access by the County to his records of employment, employment advertisements, application forms and other data and records pertaining to Contractor's employment practices, for the purpose of determining whether Contractor is complying with the non-discrimination and equal employment opportunity rules of the County.

7-1.7. Compliance of Subcontractor

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

7-1.8. Penalties for Non-Compliance

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

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

7-1.9. Waiver of Compliance

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

7-1.10 Employee Benefits

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

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

7-1.11 Non-Discrimination

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

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

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

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

- i) examine Contractor's employment records with respect to compliance with this paragraph;

- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

7-2. Prevailing Wages

The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

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

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

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

7-2a. 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 10th 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 must furnish electronic certified payroll records to the Labor Commissioner.

7-2b. Contractor Employee Jury Service

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San

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

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

7-3. Highway Construction Equipment

Attention is directed to Section 7-1.02O, "Vehicle Code," of the Standard Specifications and these Special Provisions.

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

7-4. Public Safety

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

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

END OF SECTION

SECTION 8.

PROGRESS OF WORK AND TIME OF COMPLETION

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

8-1. Time of Completion

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

TWENTY (20) WORKING DAYS

from the date of said beginning, as described above.

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

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

8-2. Liquidated Damages

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

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

- (1) Section 5-4, "Permits and Licenses"**
- (2) Section 7-2a, "Payroll Records"**

8-3. Progress Schedule

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

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

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

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

The Contractor is advised that:

- (1) **Contractor shall notify the Engineer a minimum of twenty-four (24) hours prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**

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

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

revision.

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

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

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

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

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

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

The Engineer's written approval of any schedule shall not transfer any of the Contractor's responsibilities to the Engineer. The Contractor alone shall

remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract. Full compensation for conforming to all of the provisions of this Section, "Progress Schedule," shall be considered as included in the unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 9.

MEASUREMENT AND PAYMENT

9-1. Force Account Work

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

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

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

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

9-2. Payments to Contractor

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

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

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

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

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

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

9-3. Payments Withheld from Contractor

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

- A. Repair or replacement of street pavement or base, and/or culverts or other structures, on or near the work, damaged by reason of the Contractor's operations due to hauling materials or moving heavy equipment.
- B. Defective work not corrected.
- C. Claims filed or reasonable evidence indicating probable filing of claims.
- D. Failure of the Contractor to make payments properly to the subcontractors for material or labor.
- E. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- F. Damage to another Contractor.
- G. Failure of the Contractor to provide water pollution control.
- H. Failure of the Contractor to submit satisfactory as-built drawings.

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

9-4. Stop Notices

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

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9000 et seq. of the Civil Code."

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix 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 11.
MOBILIZATION

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

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

END OF SECTION

SECTION 37.
ASPHALTIC EMULSION

37-1. Asphaltic Emulsion

Asphaltic Emulsion shall conform to the provisions of Section 37, "Bituminous Seals," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

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

The following table lists the streets which are being considered for chip seal and the approximate square yardage of each street. The estimated areas are provided for informational purposes only, and the County makes no guarantee to the actual square yardage of chip seal required for each street. The Contractor is advised that approximately Nine Hundred Seventy Five (975) tons of Rejuvenating Polymer Modified Asphaltic Emulsion will be required for the project, if all of the listed streets are treated. However, the County makes no guarantee of this figure, as it is for estimating purposes only. Any Rejuvenating Polymer Modified Asphaltic Emulsion placed outside the lines and dimensions/limits shown on the Plans and these Special Provisions, which is not authorized by the Engineer in writing, shall not be paid for. The unit conversion for Rejuvenating Polymer Modified Asphaltic Emulsion shall be 240 gallons per ton for purposes of deduction.

Street Name	Length (ft)	Average Width (ft)	Approximate (SY)
Tunitas Creek Rd	49,421	27.5	151,000
Higgins Canyon Rd	22,862	22.4	56,900
Purisma Creek Rd	20,434	20.0	45,408
Verde Rd (South)	4,382	31.3	15,239
Verde Rd (North)	8,078	29.5	26,478
Lobitos Creek Rd	21,965	22.6	55,156
Bear Gulch Rd (South)	11,616	16.8	21,683
Bear Gulch Rd (North)	16,368	13.3	24,228
Sunshine Valley Rd ¹	7,234	21.0	16,878
Alpine Rd	36,379	21.1	85,284
Stage Rd	17,846	21.1	41,838
Page Mill Rd	317	22.6	794
Star Hill Rd	21,173	13.4	31,524
Swett Rd	4,752	18.0	9,504
Native Sons of Golden West Rd	8,026	14.0	12,485
Old La Honda Rd	13,306	16.0	23,655
Miramontes Point Rd	1,320	31.5	4,620
Approx. Total			622,637

1. Sunshine Valley Road to receive a Fog-Seal Emulsion after the Chip-Seal application. See Section 37-3 of these Special Provisions.

37-2 Rejuvenating Polymer Modified Asphaltic Emulsion

The Contractor's attention is directed to Section 37-2.03C(2), "Applying Asphaltic Emulsion," of the Standard Specifications regarding acceptable weather conditions, pavement temperature and unsuitable workdays. In addition, work shall not be performed under damp conditions, as determined by the Engineer. There will be no additional compensation for weather delays.

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

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

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

Notes:

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

Material Certification

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

3. The County may send random samples to a professional certified testing laboratory of its choice during the course of the project.
4. **Should the sample fail to meet the specifications, the County has the option to have the Contractor remove the material that didn't meet the specifications or request an extended warranty for the material.**

Application

The asphaltic emulsion for the chip seal shall be applied from edge of pavement to edge of pavement. The edges of the limits of the asphaltic emulsion for the chip seal application on both sides of the street shall be maintained in a neat and uniform line. Asphaltic emulsion for the chip seal shall not be applied on concrete gutters or pads unless directed by the Engineer.

The areas to be chip sealed shall have the Rejuvenating Polymer Modified Asphaltic Emulsion applied with a distributor truck to the pavement surface at a rate between **0.39-0.41** gallons per square yard. The actual emulsion application rate required will be determined by the pavement surface condition and the aggregate used. The actual application of the emulsion shall be determined by the Engineer.

The Rejuvenating Polymer Modified Asphaltic Emulsion temperature when applied shall be at a minimum of 110 degrees Fahrenheit. For smaller areas the asphaltic emulsion sealer may be applied with a wand.

Immediately following the application of asphaltic emulsion, aggregate shall be applied at a rate specified by the County Crews. The rate shall be adjusted up or down so that no "bleed through" occurs during rolling.

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

The Rejuvenating Polymer Modified Asphaltic Emulsion shall not be placed if either the pavement or the air temperature is below thirty-nine degrees Fahrenheit (39° F), unless waived by the Engineer. The Rejuvenating Polymer Modified Asphaltic Emulsion shall not be placed if the ambient temperature during the twenty-four (24) hour curing period is expected to be below thirty-nine degrees Fahrenheit (39° F). The termination time of application shall be determined by the Engineer.

Weigh or gallonage tags shall be furnished to the Engineer by the Contractor for all materials delivered to the project including asphaltic emulsion for chip seal.

The areas to which asphaltic emulsion has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. Any excess emulsion shall be cleaned by an approved method.

If emulsion is lost around super elevated sections of the road prior to the application of screening, or not enough emulsion is placed on the road to adhere the screenings, the Contractor shall be required to perform repair work, as required by the Engineer, and said repair work shall be at the Contractor's expense and included in the price paid per ton for Rejuvenating Polymer Modified Asphaltic Emulsion. It is further stipulated that the Contractor shall not be allowed additional compensation for repair work and **will not be allowed to place additional emulsion** on the roads until such repairs to the roads are made.

The Contractor shall conform oil for the chip seal to existing manholes, gas and water valves, monuments and gutters, as directed by the Engineer in the field. Hydrant markers shall be cleaned as directed by the Engineer at the Contractor's expense.

Full compensation for all work involved for this item, "Rejuvenating Polymer Modified Asphaltic Emulsion," 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 of this item, "Rejuvenating Polymer Modified Asphaltic Emulsion," required. The provision in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

37-3. Fog Seal Emulsion

Sunshine Valley Road in the Montara Area is the only road designated for a Fog Seal, otherwise known as a Chip Retention Oil (CRO). This layer of CRO shall be applied on top of the installed chips to serve as a coating to lock the chips into place, to eliminate fugitive dust, and to extend the lifetime of the chip seal.

The suggested method of application shall be as follows:

- 1) Sweep excess chips from the newly chipped surface, after chip emulsion cures, to be performed by County Crew.
- 2) Apply CRO to freshly swept chip seal, at a rate of .10 to .17 gallons per square yard.
- 3) Allow CRO to cure, under normal climatic conditions, 1 hour. Roll the surface if deemed necessary per the discretion of the County Engineer (uneven surface, etc.), to be performed by County Crew.

The Chip Retention Oil Specifications shall be in compliance with the Table shown below.

Test on CRO Emulsion:			Test Method
Viscosity, ZAHN CUP (No 2)	Min 10	Max 20	
Settlement, 5-day, %	Max 5		T59
Storage Stability Test, 24-H, %		1	T59
Sieve Test, %		10	T59
Particle Charge	Negative		
Residue	Min 35		T59

Test on Residue from Evaporation Test:			Test Method
Softening Point, F	Min 180		T53
Ductility, 77F, 5CM/Min CM	Min 75		T51
Pen @ 77F	Min 40	Max 90	T49
Flash Point (C.O.C.F Min)	Min 425		T48
Solubility in Trichloroethylene	Min 97.5		T44

Full compensation for all work involved for this item, "Fog Seal Emulsion,"

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 of this item, "Fog Seal Emulsion," required. The provision in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

END OF SECTION

Appendix A

Not Used

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 _____.
(Project Name, Location & Number)

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

their assigns in any suit brought upon this bond.

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

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

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

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

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

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____,
(Surety's Name)
as corporate Surety, are held and firmly bound unto the County in the sum of _____
Dollars (\$))

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

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

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

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

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

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

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

Appendix 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.: RW936

Project: Oil Application In conjunction with the County's 2022 Chip Seal Road Maintenance 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, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2.

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

SEC. 3.

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

Public Contract Code Section 20104 et seq.

20104.

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

(2) This article shall not apply to any claims resulting from a contract between a

contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

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

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

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

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

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

20104.2.

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

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

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

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

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

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

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

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

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days

of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

20104.4.

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

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

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

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

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

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

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

1, 2005, by Sec. 64 of Ch. 182.)

20104.6.

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

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

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

Appendix E

Project Plans – Location Maps and Typical Details

COUNTY OF SAN MATEO CALIFORNIA



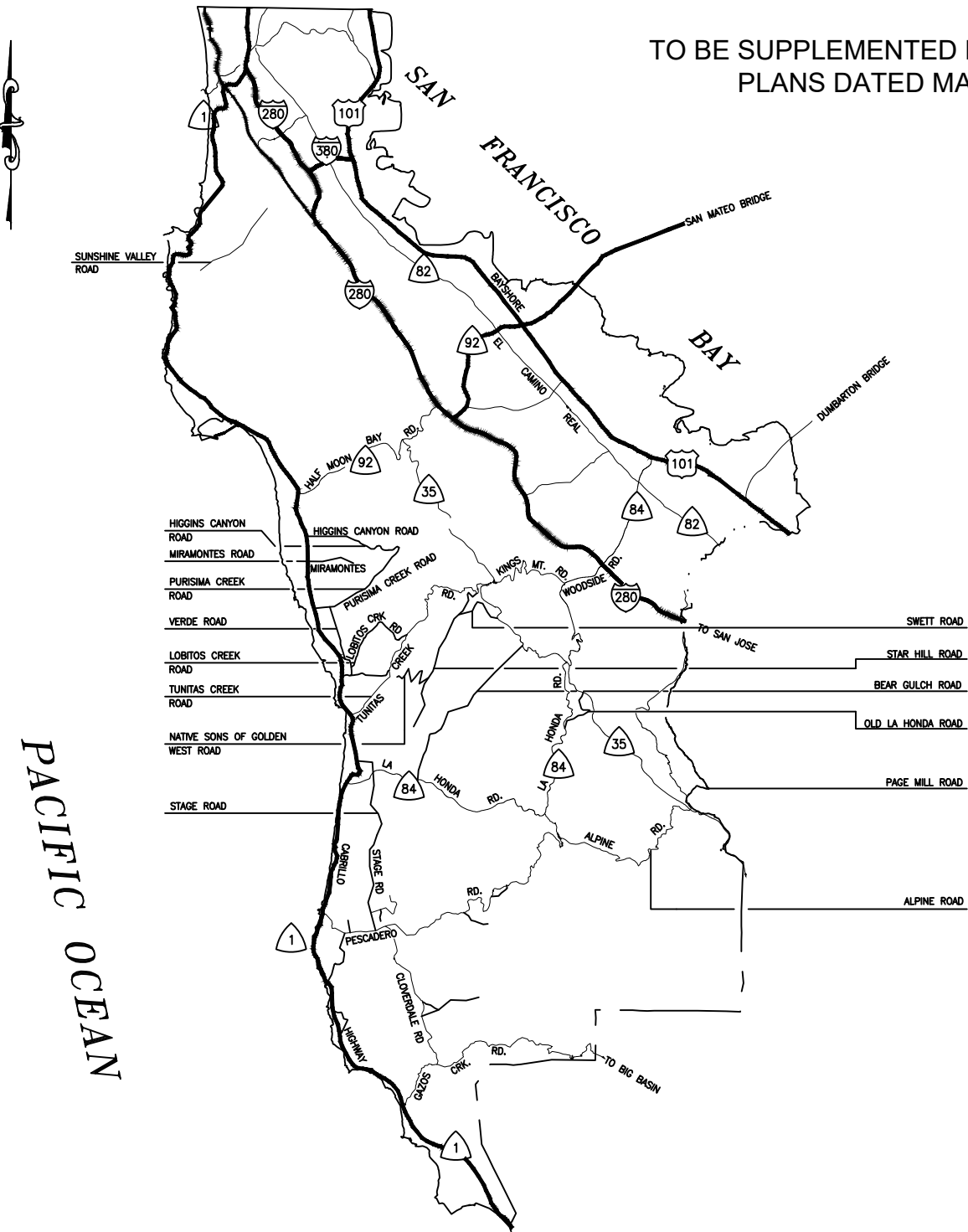
ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT [COUNTY PROJECT NO. RW936]

APPROVED:

DATE: MAY 27, 2022

Ann Mader Stillman
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD
PLANS DATED MAY 2018 AND ADOPTED BY SAN MATEO COUNTY, MARCH 22, 2022, BY
RESOLUTION NO. 078796



SHEET INDEX:

1. TITLE SHEET/INDEX
2. LOCATION MAP - ALPINE RD, 1 OF 2 (6.89 MI.)
3. LOCATION MAP - ALPINE RD, 2 OF 2
4. LOCATION MAP - BEAR GULCH RD, 1 OF 2 (3.10 MI.)
5. LOCATION MAP - BEAR GULCH RD, 2 OF 2 (2.0 MI.)
6. LOCATION MAP - OLD LA HONDA RD (2.52 MI.) & NATIVE SONS OF GOLDEN WEST RD (1.52 MI.)
7. LOCATION MAP - STAGE RD (3.38 MI.) & MIRAMONTES POINT RD (.25 MI.)
8. LOCATION MAP - STAR HILL RD (4.01 MI.) & SWETT RD (0.9 MI.)
9. LOCATION MAP - TUNITAS CREEK RD, 1 OF 2 (9.36 MI.)
10. LOCATION MAP - TUNITAS CREEK RD, 2 OF 2
11. LOCATION MAP - PURISIMA CREEK RD (3.87 MI.)
12. LOCATION MAP - VERDE RD (2.36 MI.) & LOBITOS CREEK RD (4.07 MI.)
13. LOCATION MAP - SUNSHINE VALLEY RD (1.37 MI.) & PAGE MILL RD (.06 MI.)
14. LOCATION MAP - HIGGINS CANYON RD (4.33 MI.)

PACIFIC OCEAN



DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY’S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT SHEET INDEX/VICINITY MAP	SCALE: N/A
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		1 SHEET 1 OF 14



APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

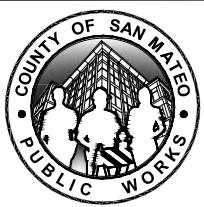
- NOTES:**
- 1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.

LEGEND:

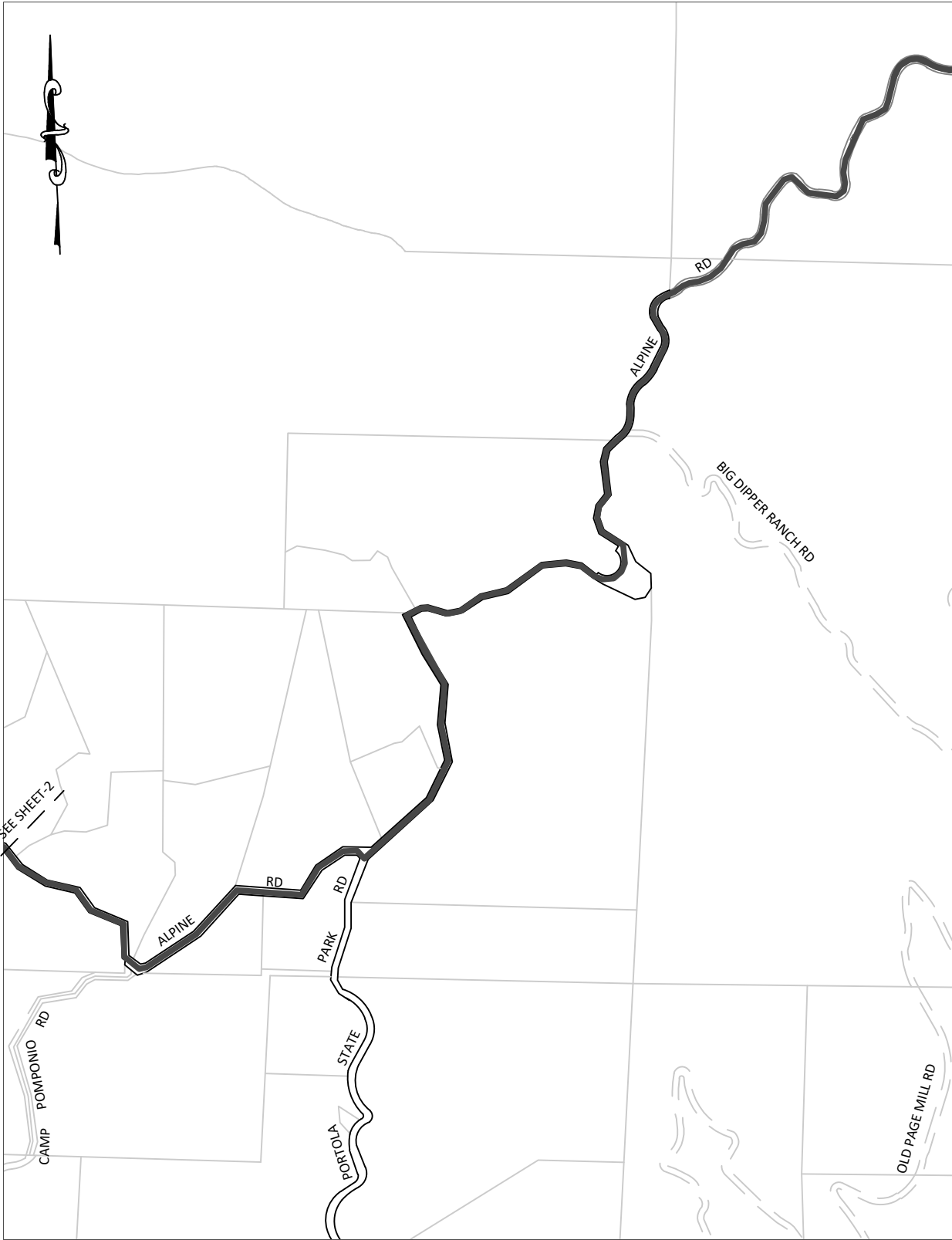
 CHIP-SEAL LIMITS



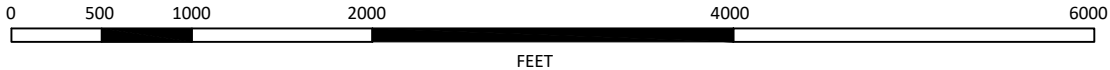
PESCADERO AREA



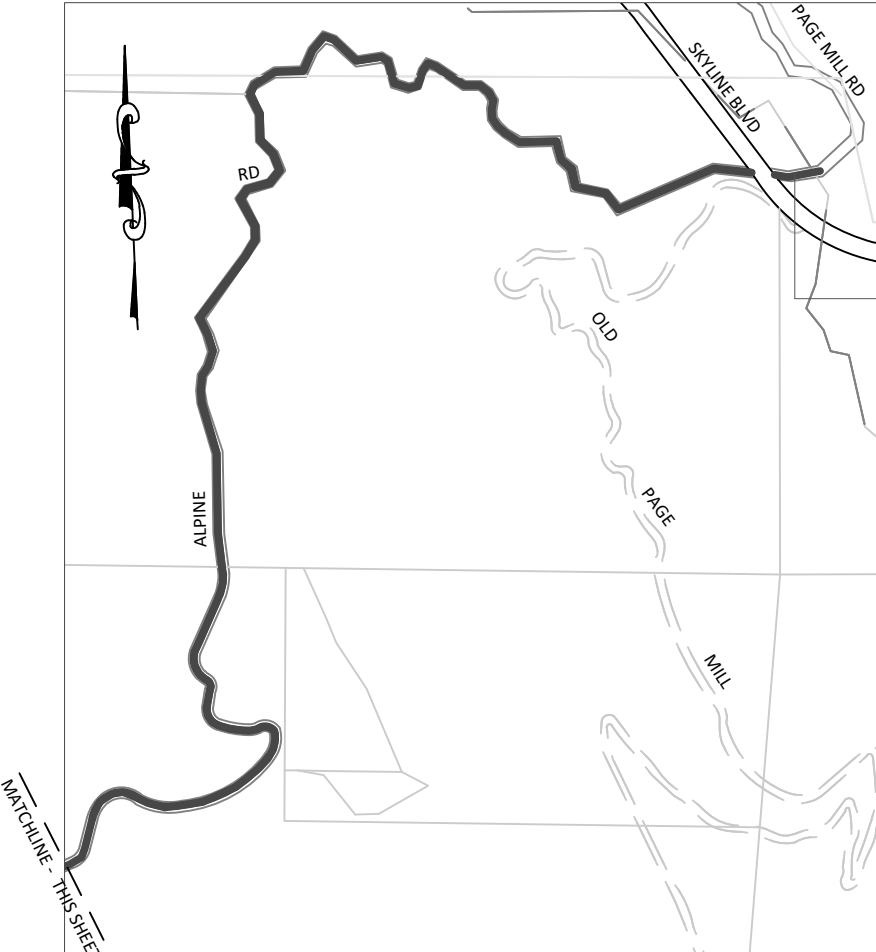
DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT ALPINE ROAD, 1 OF 2	SCALE: SEE BAR
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		2 SHEET 2 OF 14



PESCADERO AREA



MATCHLINE - THIS SHEET RIGHT



PESCADERO AREA

SEE NOTE 2



APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

NOTES:

- 1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.
- 2. SEE SHEET 13 FOR PAGE MILL ROAD WORK LIMITS.

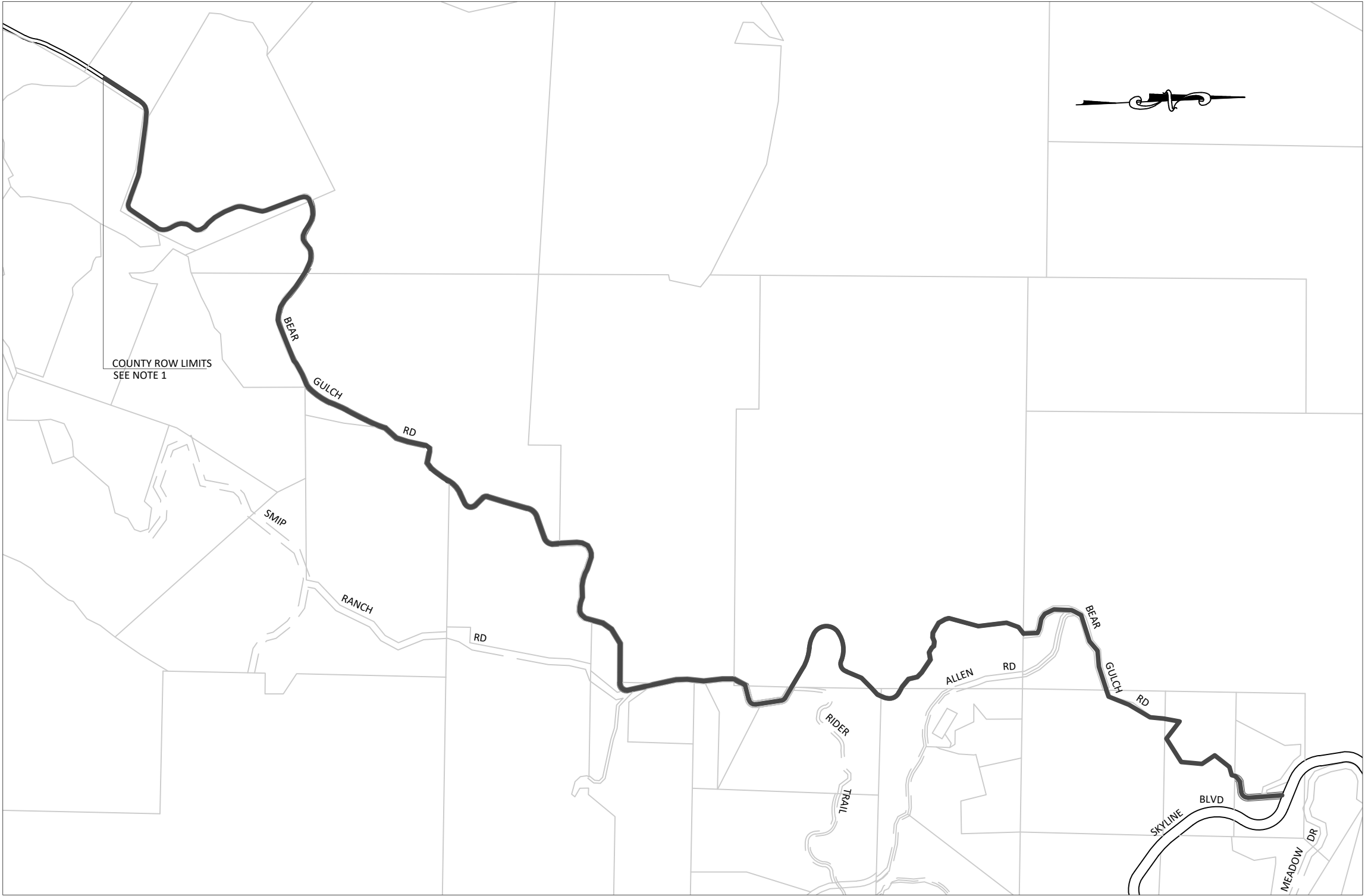
LEGEND:

— CHIP-SEAL LIMITS



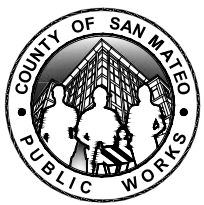
DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY’S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT ALPINE ROAD, 2 OF 2	SCALE: SEE BAR
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		3 SHEET 3 OF 14

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COUNTY ROW LIMITS
SEE NOTE 1

PESCADERO AREA



DESIGNED BY: J. RAWLEY
CHECKED BY: Z. AZZARI
DRAWN BY: J. RAWLEY

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
SAN MATEO COUNTY

ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S
2022 CHIP SEAL ROAD MAINTENANCE PROJECT
BEAR GULCH ROAD, 1 OF 2

555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CALIFORNIA 94063-1665

SCALE: SEE BAR
DATE: 05/27/22
FILE NO: 1/5047

4
SHEET 4 OF 14




APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

NOTES:

1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.

LEGEND:

 CHIP-SEAL LIMITS



APPROVED:

DATE: MAY 27, 2022

Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

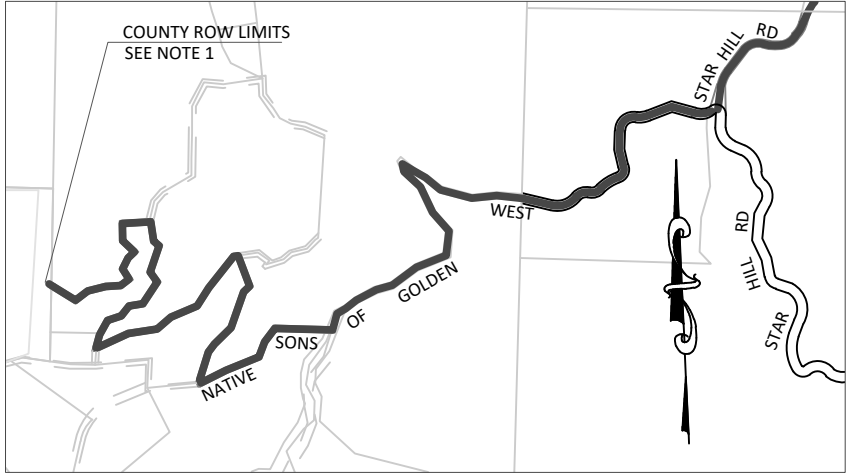
- NOTES:**
1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.

LEGEND:

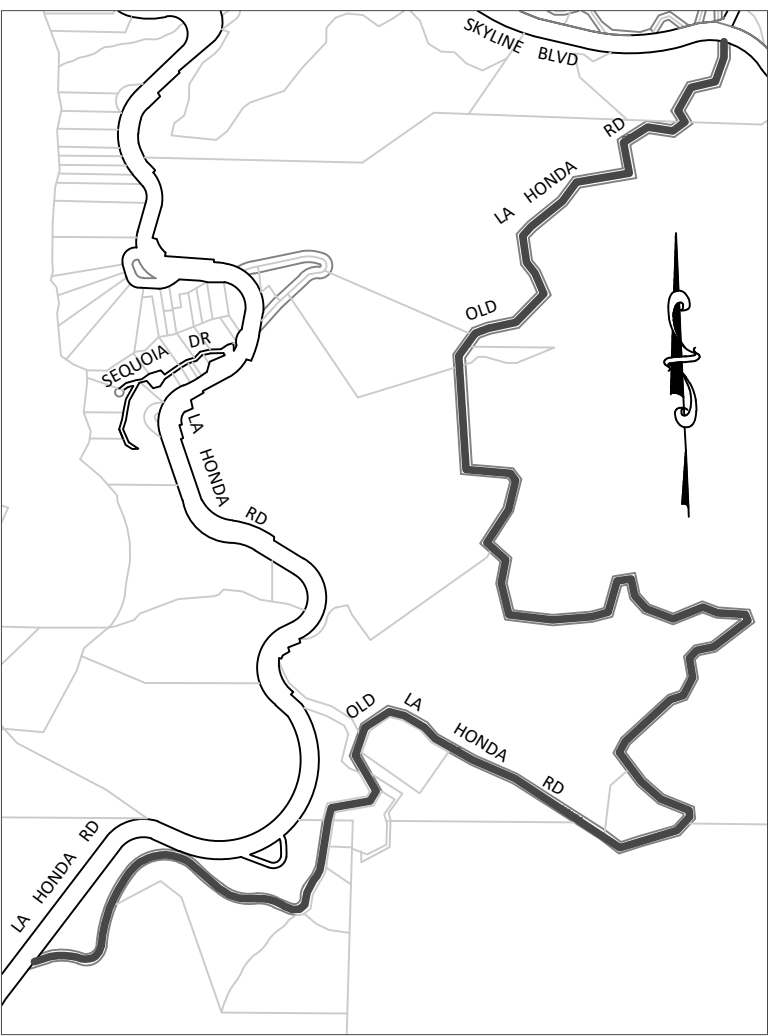
 CHIP-SEAL LIMITS



DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT BEAR GULCH ROAD, 2 OF 2	SCALE: SEE BAR
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		5 SHEET 5 OF 14



PESCADERO AREA



SKY LONDA AREA



APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

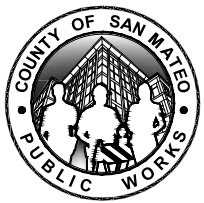
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

NOTES:

1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.

LEGEND:

 CHIP-SEAL LIMITS




DESIGNED BY: J. RAWLEY
CHECKED BY: Z. AZZARI
DRAWN BY: J. RAWLEY
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
SAN MATEO COUNTY

ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S
2022 CHIP SEAL ROAD MAINTENANCE PROJECT
OLD LA HONDA ROAD/NATIVE SONS ROAD
555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CALIFORNIA 94063-1665

SCALE: SEE BAR
DATE: 05/27/22
FILE NO: 1/5047
6
SHEET 6 OF 14



APPROVED:

DATE: MAY 27, 2022


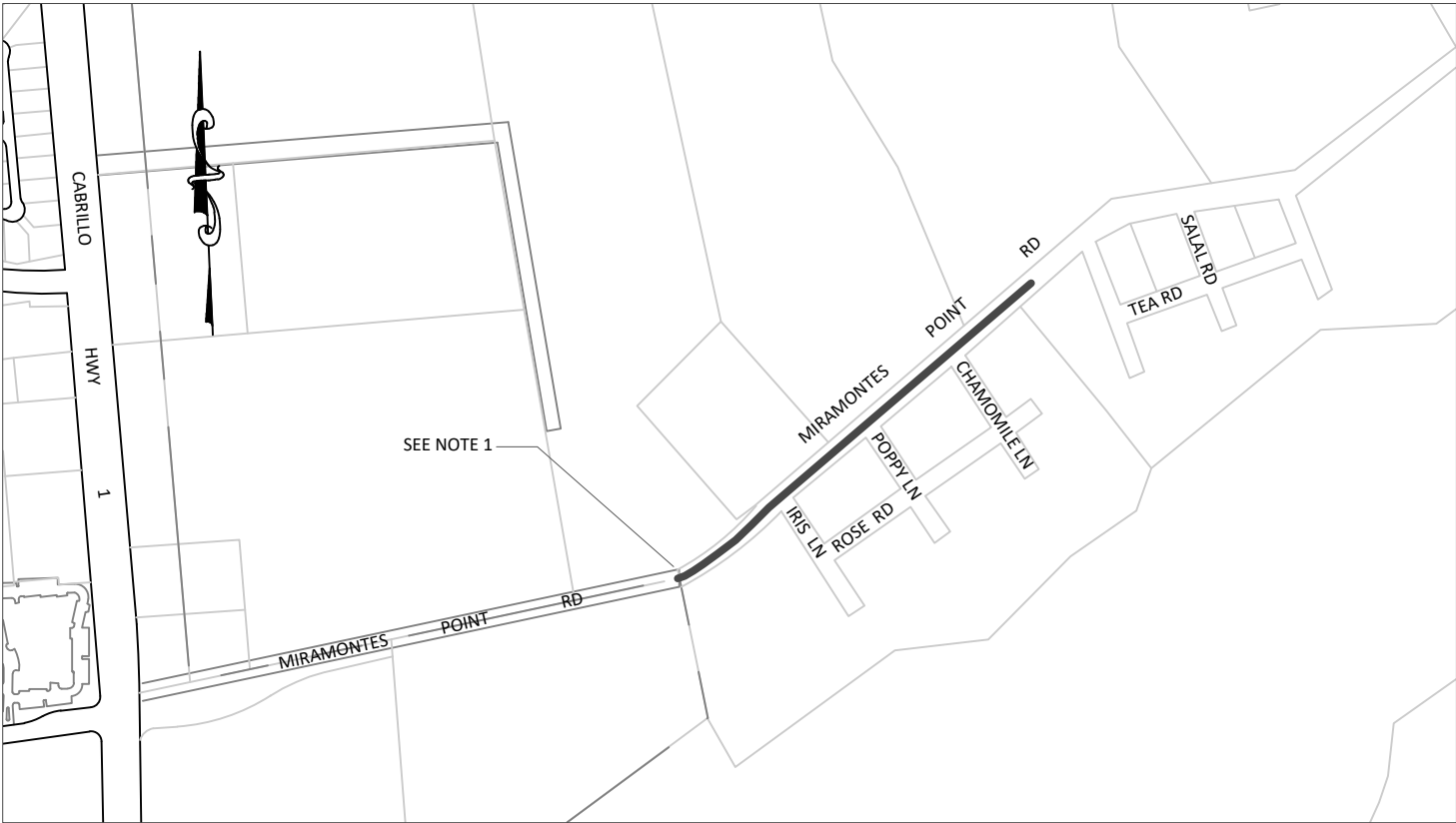
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

NOTES:

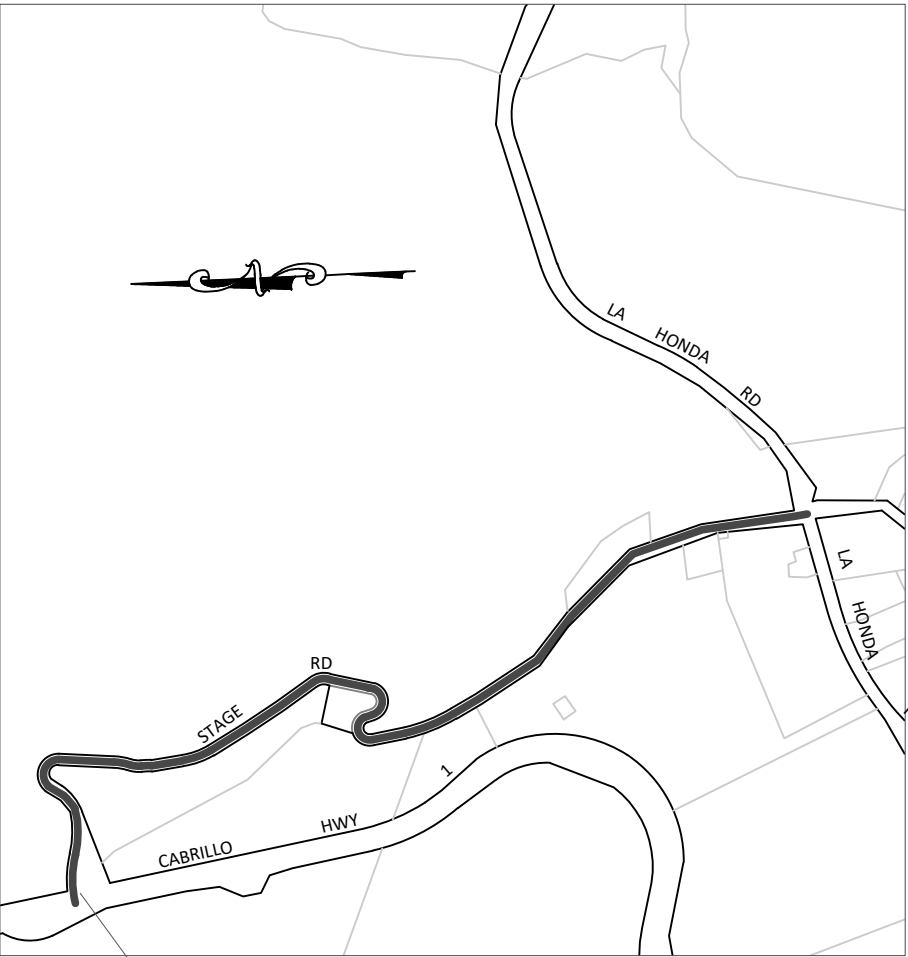
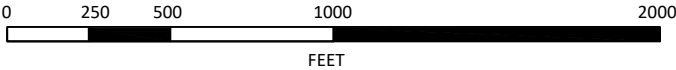
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LEGEND:

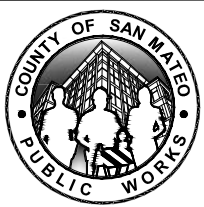
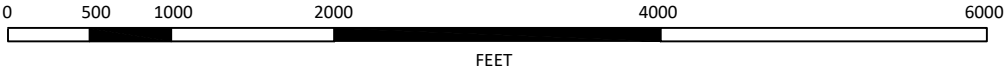
 CHIP-SEAL LIMITS



HALF MOON BAY AREA



PESCADERO AREA



DESIGNED BY: J. RAWLEY
CHECKED BY: Z. AZZARI
DRAWN BY: J. RAWLEY

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
SAN MATEO COUNTY

ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S
2022 CHIP SEAL ROAD MAINTENANCE PROJECT
STAGE ROAD/MIRAMONTES POINT ROAD

555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CALIFORNIA 94063-1665

SCALE: SEE BAR


DATE: 05/27/22

FILE NO: 1/5047

7
SHEET 7 OF 14



APPROVED:

DATE: MAY 27, 2022


ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

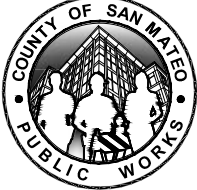
NOTES:

1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.

LEGEND:

 CHIP-SEAL LIMITS



	DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT STAR HILL ROAD/SWETT ROAD	SCALE: SEE BAR
	CHECKED BY: Z. AZZARI		DATE: 05/27/22
	DRAWN BY: J. RAWLEY		FILE NO: 1/5047
	ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665	8 SHEET 8 OF 14

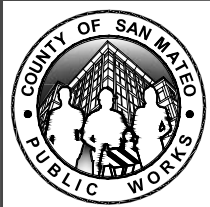
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HALF MOON BAY AREA



HALF MOON BAY AREA



DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT TUNITAS CREEK ROAD, 1 OF 2	SCALE: SEE BAR
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		9 SHEET 9 OF 14



APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

NOTES:

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LEGEND:

CHIP-SEAL LIMITS



APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

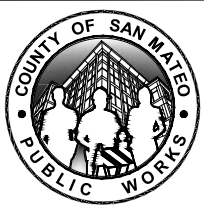
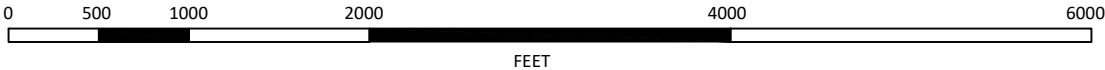
NOTES:

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LEGEND:

 CHIP-SEAL LIMITS

HALF MOON BAY AREA



DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT TUNITAS CREEK ROAD, 2 OF 2	SCALE: SEE BAR
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		10 SHEET 10 OF 14



APPROVED:

DATE: MAY 27, 2022

Ann Mader Stillman

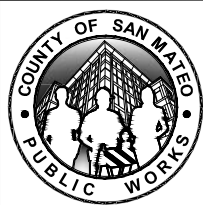
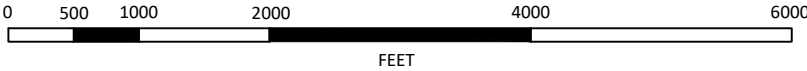
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

- NOTES:**
- 1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.
 - 2. ROAD WORK LIMITS FOR VERDE ROAD HAVE BEEN SHOWN ON SHEET 12.
 - 3. ROAD WORK LIMITS FOR HIGGINS CANYON ROAD HAVE BEEN SHOWN ON SHEET 14.

LEGEND:

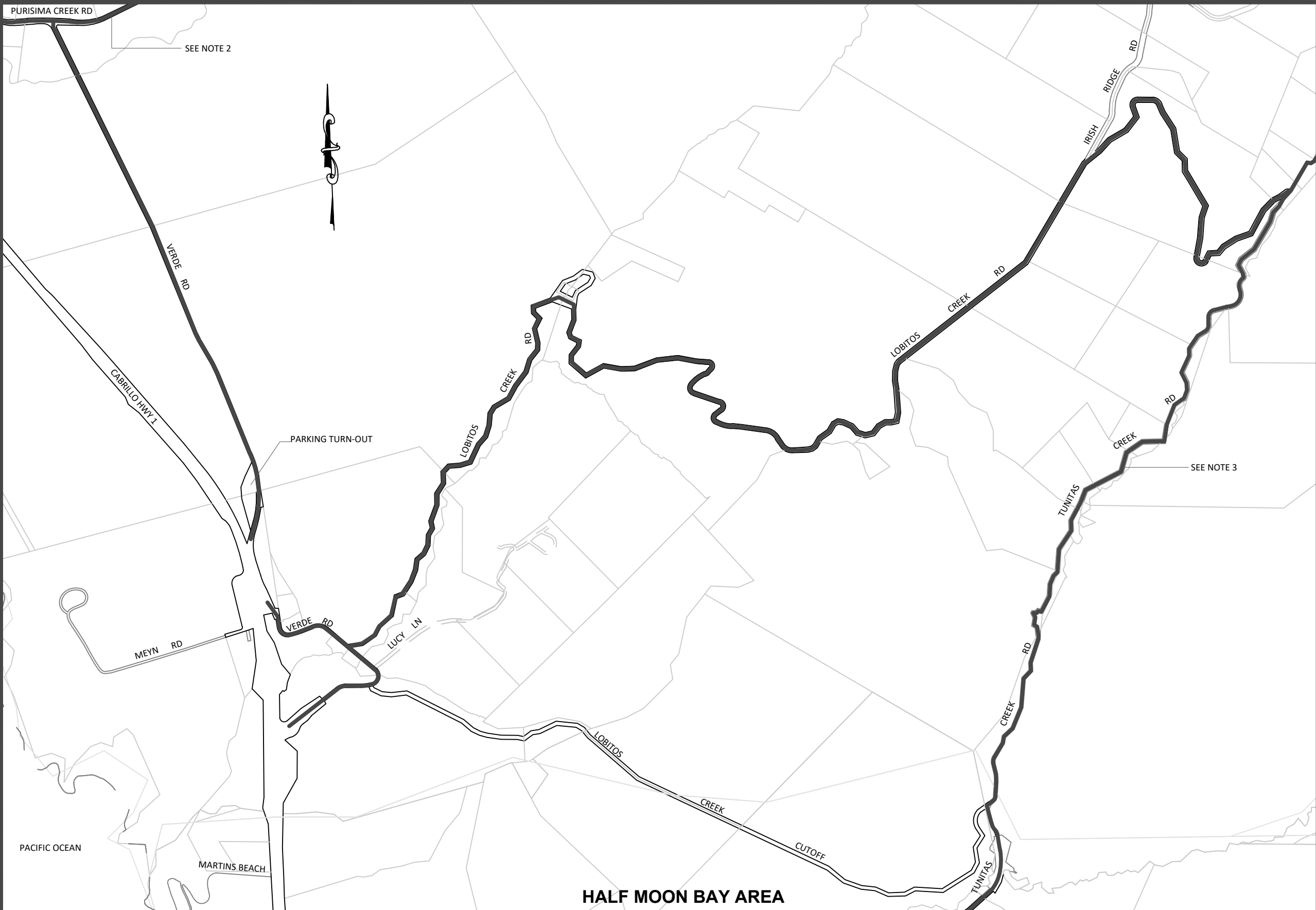
 CHIP-SEAL LIMITS

HALF MOON BAY AREA



DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT PURISIMA CREEK ROAD	SCALE: SEE BAR
CHECKED BY: Z. AZZARI		DATE: 05/27/22
DRAWN BY: J. RAWLEY		FILE NO: 1/5047
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665
		11 SHEET 11 OF 14

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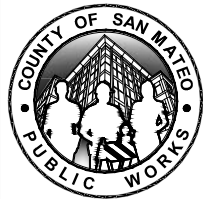


APPROVED:
DATE: MAY 27, 2022
Ann Mader Stillman

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

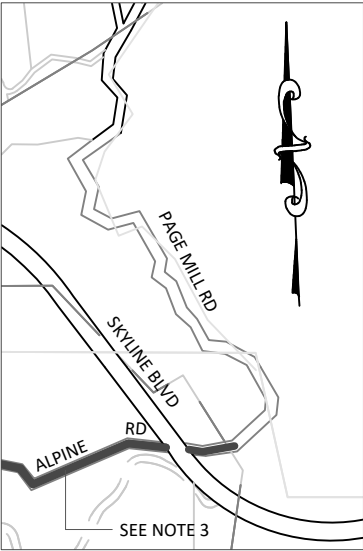
- NOTES:**
1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.
 2. ROAD WORK LIMITS FOR PURISIMA CREEK ROAD HAVE BEEN SHOWN ON SHEET 11.
 3. ROAD WORK LIMITS FOR TUNITAS CREEK ROAD HAVE BEEN SHOWN ON SHEETS 9 AND 10.

LEGEND:
— CHIP-SEAL LIMITS

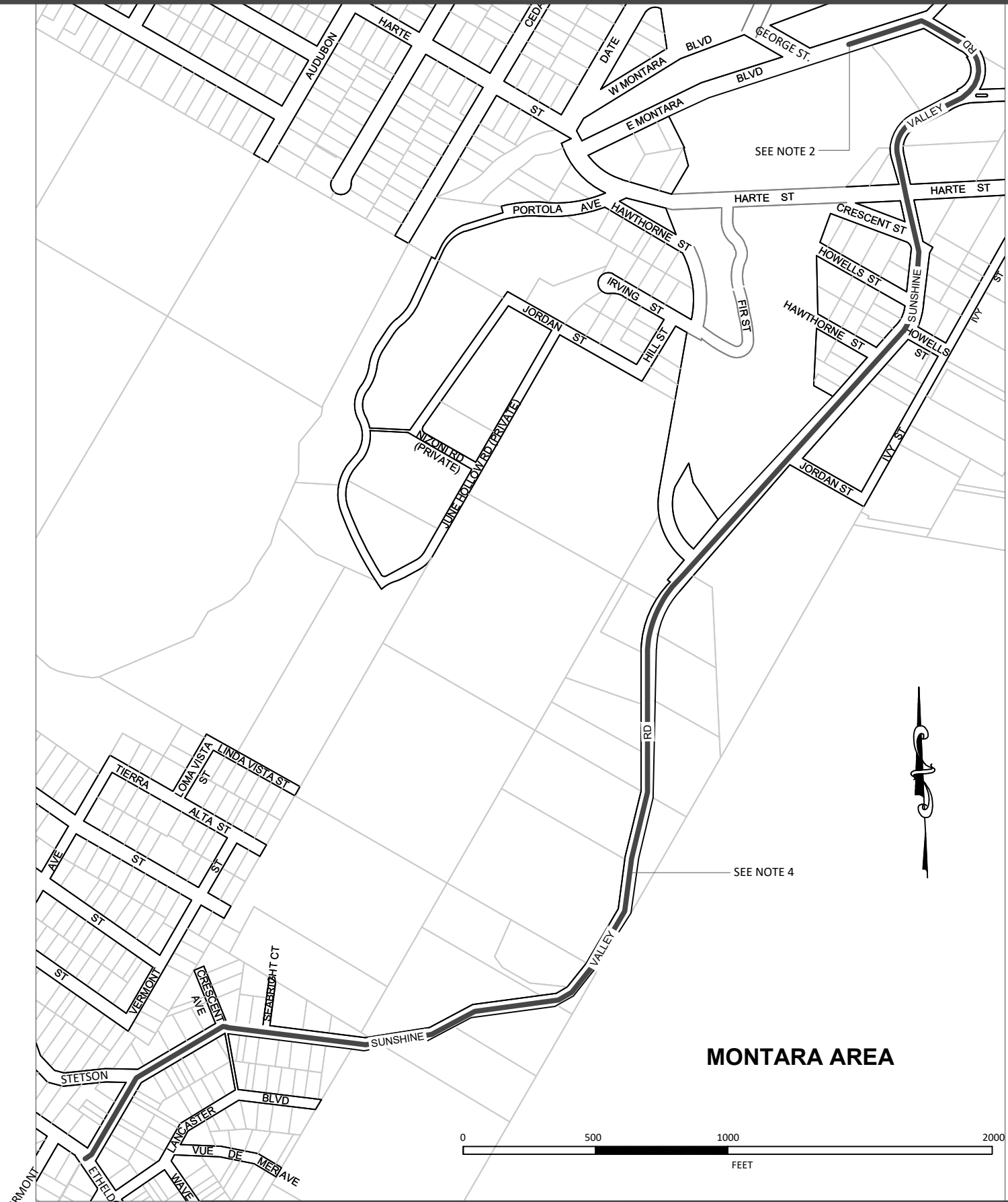


DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT VERDE ROAD/LOBITOS CREEK ROAD	
CHECKED BY: Z. AZZARI		
DRAWN BY: J. RAWLEY		
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665

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PESCADERO AREA



APPROVED:
DATE: MAY 27, 2022

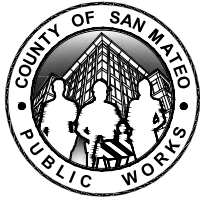
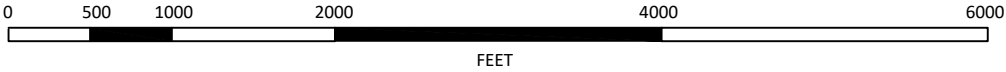
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

NOTES:

1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.
2. LIMITS SHALL BE GOVERNED BY EXISTING SIGNAGE DELINEATING THE END OF SUNSHINE VALLEY RD AT GEORGE STREET.
3. SEE SHEETS 2 AND 3 FOR ALPINE ROAD WORK LIMITS.
4. SUNSHINE VALLEY RD SHALL RECEIVE A FOG SEAL COAT WHICH ENTAILS THE APPLICATION OF OIL BELOW AND ABOVE THE CHIP INSTALLATION. REFER TO TO CT SPEC 37-4 FOR DETAILS.

LEGEND:

CHIP-SEAL LIMITS



DESIGNED BY: J. RAWLEY
CHECKED BY: Z. AZZARI
DRAWN BY: J. RAWLEY

ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
SAN MATEO COUNTY

ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S
2022 CHIP SEAL ROAD MAINTENANCE PROJECT
SUNSHINE VALLEY ROAD/PAGE MILL ROAD

555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CALIFORNIA 94063-1665

SCALE: SEE BAR
DATE: 05/27/22
FILE NO: 1/5047



APPROVED: _____
DATE: MAY 27, 2022
Ann Mader Stillman
ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

HALF MOON BAY AREA

NOTES:

- 1. WORK LIMITS SHOWN ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR IN AGREEMENT WITH THE COUNTY PRIOR TO CONSTRUCTION.
- 2. SEE SHEET 11 FOR PURISIMA CREEK WORK LIMITS.

LEGEND:

CHIP-SEAL LIMITS



	DESIGNED BY: J. RAWLEY	ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT HIGGINS CANYON ROAD	SCALE: SEE BAR
	CHECKED BY: Z. AZZARI		DATE: 05/27/22
	DRAWN BY: J. RAWLEY		FILE NO: 1/5047
	ANN MADER STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665	14 SHEET 14 OF 14

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Appendix F

Caltrans Encroachment Permit

No. 0421-NTK-0961

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

TR-0120 (REV 6/2012)

Permit No.

0421-N-TK-0961

In compliance with (Check one):

- ☒ Your application April 4, 2021
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

Dist/Co/Rte/PM

04/SM/1/22.6-24.6

DATE

April 14, 2021

Fee Paid

Deposit

\$ Exempt

Performance Bond Amount

Payment Bond Amount

Bond Company

Bond Number (1)

Bond Number (2)

TO: ☐ County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063
Email: zazzari@smcgov.org

Attn: Mr. Zack Azzari
Phone (650) 599-1485

, **PERMITTEE**

and subject to the following, **PERMISSION IS HEREBY GRANTED** to:

Perform traffic control for work outside of State right-of-way, on State Highway 04-SM-1, Post Miles 22.6-24.6, in the City of Half Moon Bay.

A minimum of 7 days prior to the start of work under this encroachment permit, notice must be given to State Representative George Lee, 380 Foster City Blvd., Foster City, CA 94404, at george.lee@dot.ca.gov or (650) 573-8669, weekdays between 7:00 a.m. and 3:30 p.m., excluding holidays.

Notwithstanding General Provision 35, lane closures and other activities that may cause a traffic impact requires the permittee to apply for and obtain a closure ID prior to the start of work. Requests must be submitted using the attached "Encroachment Permit Work Scheduling Request Form."

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (*Check applicable*):

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | General Provisions (TR-0045) |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Special Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Water Pollution Control Documents (SWPPP/WPCP/TR-0400) |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Review |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Inspection |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Field Work |

(If any Caltrans effort expended)

- ☐ Yes ☒ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before January 1, 2022.

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work must be commenced until all other necessary permits and environmental clearances have been obtained.

Permit Engineer: RA/ra

c: ESherman III (2)
GL
DTM-SN

APPROVED:

AMJAD NASEER, District Permit Engineer

BY:

Farhad Farid Mohajer

for

AMJAD NASEER, Senior Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

In addition to the 2018 Standard Specifications and Standard Plans (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>), the attached "Encroachment Permit General Provisions" (TR-0045) (available at <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/ep-general-provisions-a11y.pdf>) and "Storm Water Special Provisions for Minimal or No Impact (TR-0400)" (available at <https://dot.ca.gov/programs/traffic-operations/ep/ep-manual/>), all work permitted herein must comply with the following provisions:

Certain details of work authorized herein are shown on the plans and specifications submitted by the permittee and attached to this encroachment permit.

A pre-job meeting with the State Representative is required at least 7 days prior to the start of any work under this encroachment permit. Failure to do so may result in permit revocation with no prejudice.

The permittee must provide the stage construction plans, traffic handling plans, work schedule, and a list of all sub-contractors to the State Representative at the time of the pre-job meeting.

Additional inspection hours will be charged at the current State hourly rate.

Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

On conventional highways, permittee's vehicles and equipment not involved in the permitted activities must be legally located off the traveled way and not interfere with free traffic and pedestrian flow.

No vehicle or equipment must be stored overnight within the State highway right-of-way. All vehicles and equipment must be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the State highway right-of-way is strictly prohibited.

Temporary pedestrian facilities must comply with the Caltrans Temporary Pedestrian Facilities Handbook (available at <https://dot.ca.gov/-/media/dot-media/programs/construction/documents/contract-administration/temporary-pedestrian-facilities-handbook-a11y.pdf>) and the California MUTCD Part 6, Chapter 6D – "Pedestrian and Worker Safety" (available at <http://www.dot.ca.gov/programs/traffic-operations/camutcd>).

Notwithstanding General Provision 13, temporary pedestrian access routes must comply with the 2018 Caltrans Standard Plans T30 through T34 (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

All traffic control devices must be installed, maintained, and removed by a qualified traffic control contractor.

No lane must be closed or obstructed at any time unless specifically allowed elsewhere in this encroachment permit, shown in approved traffic control plans, and/or as directed by the State Representative.

Construction activities must not inconvenience the public or abutting property owners. Maintain access to driveways, houses, and buildings.

Do not reduce an open traffic lane width to less than 11 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest traffic is considered the edge of traveled way.

Traffic control must comply with the 2018 Caltrans Standard Plans T9 through T14 (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>, and the California MUTCD, Part 6, "Temporary Traffic Control" (available at <https://dot.ca.gov/programs/traffic-operations/camutcd/>).

Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, requires closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, requires closing of that shoulder.

Traffic control using flagging, must comply with the California MUTCD, Part 6E, "Flagger Control" (available at <http://www.dot.ca.gov/trafficops/camutcd/>), and Cal/OSHA Construction Safety Orders, Section 1599, "Flaggers", (available at <https://www.dir.ca.gov/title8/1599.html>).

The State Representative and CHP reserve the right to require reopening the highway at any time as necessary. All cost must be borne by the permittee.

All approved road closures and detours must be installed, maintained, and removed by a qualified traffic control contractor.

The permittee must coordinate parking restrictions with the local jurisdiction.

The State Representative and CHP reserve the right to require reopening the highway at any time as necessary. All cost must be borne by the permittee.

All traffic control devices must be installed, maintained, and removed by a qualified traffic control contractor.

No materials or waste is to be stockpiled within State right-of-way. All mud, dirt or gravel tracked onto the highway pavement must be immediately and completely removed.

Changes to the provisions herein require an Encroachment Permit Rider, except for minor changes authorized by the State Representative.

Any damage to State facilities must be repaired to the same state as before the damage and the cost of repairs must be the responsibility of the permittee.

There is a State-owned archaeological resource within the proposed project area. Should ground-disturbing activities take place under this permit within State Right-of-Way and there is an inadvertent archaeological or burial discovery, in compliance with CEQA, PRC 5024.5, and Caltrans Standard Environmental Reference (SER) Chapter 2 (<https://dot.ca.gov/programs/environmental-analysis/standardenvironmental-reference-ser/volume-2-cultural-resources>), all construction within 60 feet of the find shall cease. The Caltrans District 4 Office of Cultural Resource Studies (OCRS) shall be immediately contacted at (510) 847-3461.

Time extension requests must be made a minimum 2 weeks prior to permit expiration.

Upon completion of work authorized by this encroachment permit, the permittee must provide the State Representative with "Notice of Completion" (TR-0128) (available at <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/tr0128.pdf>).

County of San Mateo
0421-NTK-0961
April 14, 2021
Page 4 of 4

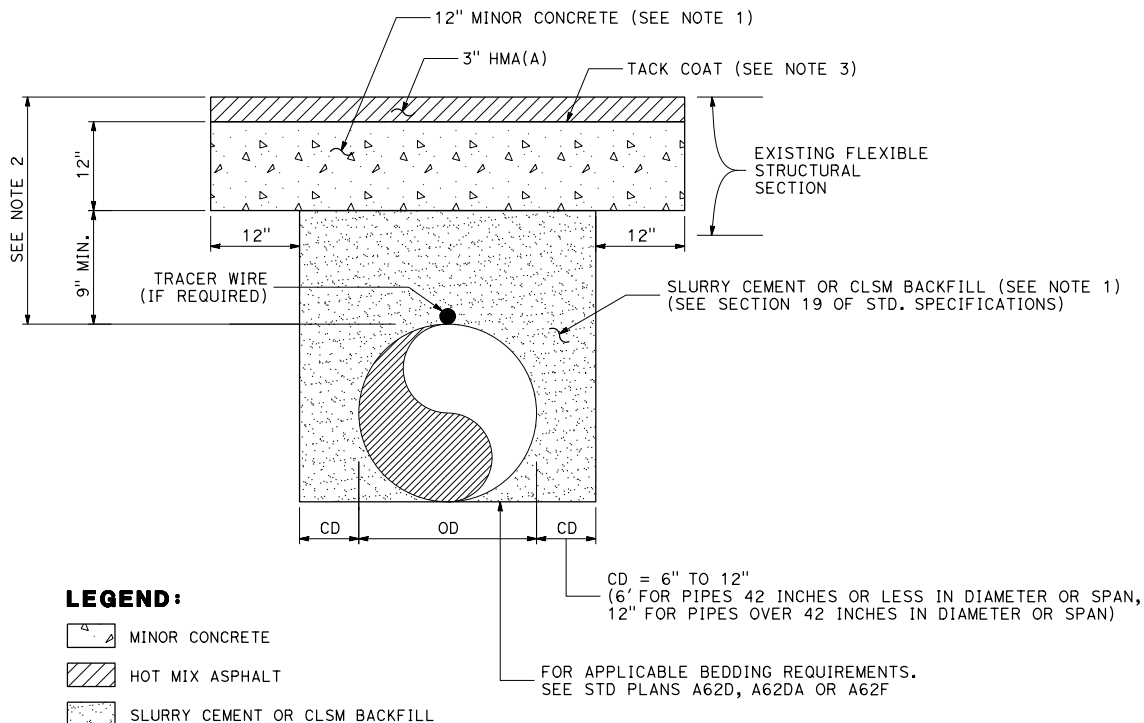
Conditional Permit Requirements

The application for a double permit must include six copies of the Traffic Control Plans, stamped and signed by a California Licensed Professional Engineer.

Enclosures

CASE 1: FOR TRAFFIC INDEX (TI) LESS THAN OR EQUAL TO 12

HIGH GROUNDWATER CONDITIONS DO NOT EXIST WITHIN THE TRENCH



NOTES:

1. CONCRETE CAP MAY BE RAPID STRENGTH CONCRETE (RSC); IF RSC IS USED, REPLACE THE SLURRY CEMENT OF CLSM BACKFILL WITH LEAN CONCRETE BACKFILL OR RSC DEPENDING UPON THE PROJECT'S TIME CONSTRAINTS.
2. FOR NEW INSTALLATIONS, MINIMUM DEPTH OF COVER REQUIREMENTS ARE TO FOLLOW GUIDELINES IN THE ENCROACHMENT PERMITS MANUAL OR HIGHWAY DESIGN MANUAL. WHEN COVER OVER A REPLACEMENT PIPE/ENCASEMENT PIPE IS LESS THAN 24", A SPECIAL DESIGN IS NECESSARY (FOR IN-HOUSE PROJECTS, REFER TO HQ DRAINAGE DETAIL LIBRARY).
3. TACK COAT (ASPHALTIC EMULSION) SHALL BE APPLIED PRIOR TO PLACING HMA(A).
4. ALL TRENCH WORK SUBJECT TO STATE REGULATIONS AND INSPECTION.
5. ALL MATERIALS, WORKMANSHIP, TESTING, AND INSPECTIONS SHALL COMPLY WITH CALTRANS STANDARD SPECIFICATIONS AND PROJECT-SPECIFIC SPECIAL PROVISIONS.
6. USE OF THIS DETAIL IS APPLICABLE IF HIGH GROUNDWATER CONDITIONS DO NOT EXIST WITHIN THE TRENCH.

ABBREVIATIONS:

CD = CLEAR DISTANCE

HMA(A) = HOT MIX ASPHALT TYPE A

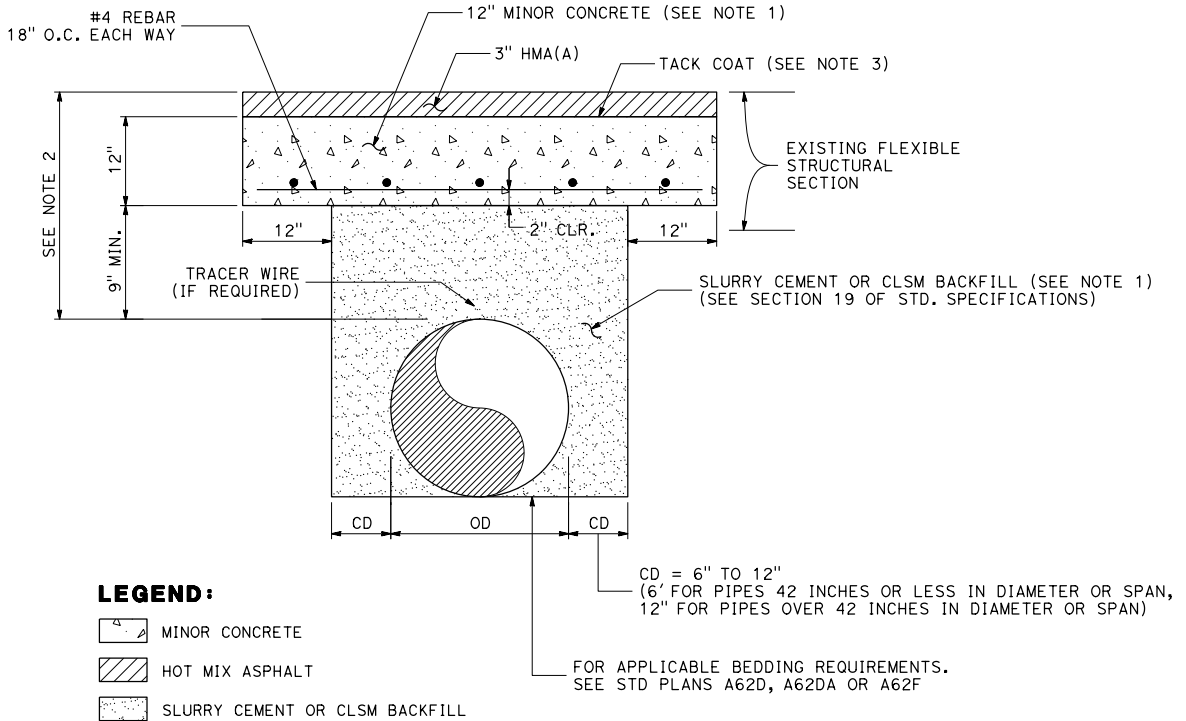
OD = OUTSIDE DIAMETER OF UTILITY OR CULVERT

CLSM = CONTROLLED LOW-STRENGTH MATERIAL

REVISED 11/12/2019

CASE 2: FOR TRAFFIC INDEX (TI) GREATER THAN 12

HIGH GROUNDWATER CONDITIONS DO NOT EXIST WITHIN THE TRENCH



NOTES:

1. CONCRETE CAP MAY BE RAPID STRENGTH CONCRETE (RSC); IF RSC IS USED, REPLACE THE SLURRY CEMENT OF CLSM BACKFILL WITH LEAN CONCRETE BACKFILL OR RSC DEPENDING UPON THE PROJECT'S TIME CONSTRAINTS.
2. FOR NEW INSTALLATIONS, MINIMUM DEPTH OF COVER REQUIREMENTS ARE TO FOLLOW GUIDELINES IN THE ENCROACHMENT PERMITS MANUAL OR HIGHWAY DESIGN MANUAL. WHEN COVER OVER A REPLACEMENT PIPE/ENCASEMENT PIPE IS LESS THAN 24", A SPECIAL DESIGN IS NECESSARY (FOR IN-HOUSE PROJECTS, REFER TO HQ DRAINAGE DETAIL LIBRARY).
3. TACK COAT (ASPHALTIC EMULSION) SHALL BE APPLIED PRIOR TO PLACING HMA(A).
4. ALL TRENCH WORK SUBJECT TO STATE REGULATIONS AND INSPECTION.
5. ALL MATERIALS, WORKMANSHIP, TESTING, AND INSPECTIONS SHALL COMPLY WITH CALTRANS STANDARD SPECIFICATIONS AND PROJECT-SPECIFIC SPECIAL PROVISIONS.
6. USE OF THIS DETAIL IS APPLICABLE IF HIGH GROUNDWATER CONDITIONS DO NOT EXIST WITHIN THE TRENCH.

ABBREVIATIONS:

CD = CLEAR DISTANCE
HMA(A) = HOT MIX ASPHALT TYPE A
OD = OUTSIDE DIAMETER OF UTILITY OR CULVERT
CLSM = CONTROLLED LOW-STRENGTH MATERIAL
CLR = CLEARANCE
O.C.= ON CENTER

REVISED 11/12/2019

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Ferouz
 REGISTERED CIVIL ENGINEER

May 31, 2018
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

Atifa Ferouz
 No. C80402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA

TABLE 1

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING							
SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z **
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile
 speed prior to work starting, or the anticipated
 operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where
 there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING				
SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		ft	ft	ft
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile
 speed prior to work starting, or the anticipated
 operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent
 and longer than 1 mile.

TABLE 3

ADVANCE WARNING SIGN SPACING			
ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance
 purposes only, and should be applied with engineering judgment.
 These distances should be adjusted by the Engineer for field
 conditions, if necessary, by increasing or decreasing the
 recommended distances.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

NO SCALE

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR – 0045 (REV. 04/2021)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee’s authorized agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee’s project site. When existing encroachments conflict with Permittee’s work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

ENCROACHMENT PERMIT GENERAL PROVISIONS

- 12. PERMITS AND APPROVALS FROM OTHER PUBLIC AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits and approvals necessary and required by law, including but not limited to permits from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), and any other public agency and/or entity having jurisdiction. Permittee warrants all such permits and approvals have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits/approvals, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.
- Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- 18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
- 21. ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets,

ENCROACHMENT PERMIT GENERAL PROVISIONS

the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.

- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work. Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.
 - c) **Biological:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director

ENCROACHMENT PERMIT GENERAL PROVISIONS

of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work

or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

ENCROACHMENT PERMIT GENERAL PROVISIONS

- a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, so that it does not negatively impact State highway safety, maintenance, operations, construction, activities needed for construction/reconstruction, State facilities, or other encroachments. Additional permits or approval documents may be required authorizing additional work related to inspection, repair, and/or maintenance activities.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.
- The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)
- The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-

ENCROACHMENT PERMIT GENERAL PROVISIONS

eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's

Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT SPECIAL PROVISIONSTR-0408 (New 09/2017)

By acceptance of this encroachment permit, Permittee hereby agrees that:

1. All construction debris/materials/water/excess soil must become the property of the Permittee, and must be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee must be identified as the generator for all construction debris/materials/water/excess soil and must be responsible for proper identification (including sampling and analysis) and management of all construction and contaminated debris/materials/water/excess soil that are removed, and/or excavated, from the work site. If hazardous waste is generated, the Permittee must obtain an Environmental Protection Agency (EPA) Identification Number issued in their name. State Permit Inspector does not sign any manifests or shipping papers. The Permittee must be named as the generator on all Uniform Hazardous Waste Manifests and shipping papers. Caltrans must not be identified or written anywhere on the manifests or shipping papers. Prior to waste disposal, the Permittee should submit the waste generator form(s) to State Permit Inspector for verification. The Permittee must submit to the State Permit Inspector, a copy of all manifests and/or shipping papers generated for materials removed, transported and/or excavated from the state right-of-way.
2. If contaminated material is encountered, Permittee is to stop work and contact the State Permit Inspector immediately. The Permittee must submit a Sampling and Analysis Plan (SAP), and a Health and Safety Plan (HaSP) prepared by a Certified Industrial Hygienist (CIH) and in conformance with California Code of Regulations title 8, section 5192, "Hazardous Waste Operations and Emergency Response" for sampling activity through a separate permit application. Upon the permit review, additional environmental documents may be required prior to resumption of construction activity.
3. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequences resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing of hazardous materials and/or placement of contaminated materials inside Caltrans right-of-way.
4. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. Reuse of soils containing greater than 80 mg/kg total lead is not allowed without written approval of the DTSC and Caltrans. The Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils between Caltrans and the DTSC does not constitute written approval for the Permittee to reuse soils containing greater than 80 mg/kg total lead.
5. The Permittee must implement the emergency notification requirements established in the California Office of Emergency Management Hazardous Materials, Spill / Release Notification Guidance (<http://www.caloes.ca.gov/>).
6. Any imported material used for backfill must be free of contamination, and a certificate of the material as "clean" with the source area of the material must be provided to Permit Inspector upon request. Importing soils containing greater than 80 mg/kg total lead for use in state right-of-way is not allowed.
7. Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 13 mils minimum thickness or with one foot of nonhazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

STORMWATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

2. NPDES REQUIREMENTS: The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R6T-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

6. VEHICLES AND EQUIPMENT: Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.

11. WIND EROSION PROTECTION: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt must not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.

13. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.

STORMWATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

15. CONCRETE EQUIPMENT: Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

19. STOCKPILES: Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.

20. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of

pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the *Field Guide for Construction Site Dewatering*. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.



D4 Encroachment Permit Work Scheduling Request Form

Submit your request to schedule traffic control weekly, 7 days in advance, using this form. Submit your request to State Representative (Inspector) listed on page 1 or 2 of your permit. If your inspector is not available, contact Permit Duty Station at (510) 286-4401. Check special provisions for authorized work hours. Any deviation from the permit must be in writing and requires additional review and approval.

INSTRUCTIONS AND ABBREVIATIONS: See the procedures on page 2 of this form.

1. Permit No.: _____ 2. Expiration Date: _____ 3. Request Date: _____
4. Caltrans Inspector: _____ 5. Requested Work Week: _____ to _____
6. Route: _____ 7. County: _____ 8. City or Township: _____
9. ☐ PostMiles: From: _____ To: _____ 10. Existing Lanes (in each Dir): Dir _____ Lns _____ / Dir _____ Lns _____
11. Describe Location (use landmark if necessary): From: _____ To: _____
12. Name of Conventional Highway or Surface St: _____
13. Fill in or 'x' if applicable (a through k): (a) ☐ Divided Hwy or ☐ Undivided Hwy (b) ☐ Full-Closure ☐ 1 dir or ☐ both dir
 (c) ☐ One-Way Traffic Control: Only on "Undivided" Hwy (Alternate use of same lane for both directions--hold traffic 5-10 min w/flaggers)
 (d) ☐ Connector Ramp: (State Highway #) _____ to (State Highway #) _____ Closed ☐ or Lane # _____
 (e) ☐ Off-ramp: (Freeway to City St.) Ramp Name: _____ Off-ramp Closed ☐ or Lane#: _____
 (f) ☐ On-ramp: (City St. to Freeway) Ramp Name: _____ On-ramp Closed ☐ or Lane#: _____
 (g) ☐ Divert Traffic or Contra Flow: Reconfigure Lns/divert traffic to Lane# _____ in the _____ Direction; _____ Lns open each dir
 (h) ☐ Intermittent Traffic Control (i) ☐ Various Locations (j) ☐ Long-Term (24+ hours continuous) ETO _____

(k) Year:			Time		Dir		* * * * *																Restricted Lanes		* * * * *						Brks		Closure ID#
From DATE	To DATE	DAY(S)	24-HR CLOCK		NB	SB	Full Closure See Detour	SHLDR									V	Aux or Coll	CD or Med	TURN PCKT(S)		Park Strip	5 to 15 min	Roll- ing	Caltrans will complete & return								
		SU-M-T-W- TH-F-SA	Start (10-97)	Finish (10-98)	EB	WB		L	R											L	R												

14. Description of work/comments: _____

15. Detour (Required for full closure): _____

16. Contingency Plan: _____

17. On-site during work (circle if applicable): CHP / PD / Other: _____

18. Name:	Permittee or Permittees Representative/Contractor:	
	Address including zip code:	
On-site Personnel Contact Name of person in responsible charge & phone number(s).	Name:	
	Email:	
	Office:	FAX:
	Cell:	Emergency phone number 24/7:

19. **"REAL-TIME" STATUS INSTRUCTIONS - PLEASE MAKE YOUR FIELD PERSONNEL AWARE & RESPONSIBLE!**
 Permittee must **STATUS** lane closures **DAILY** via Caltrans District 4's 24-Hour Communication Center at **(510) 286-6359**.
 Status using Closure ID Number when work begins, to **1097** (1st cone down), and again to **1098** (last cone picked up); OR,
1022 to cancel. Any **delay** in picking up your closure must be reported immediately.

D4 Encroachment Permit Work Scheduling Procedures

1. **INSTRUCTIONS:** Fill in blanks or check appropriate boxes. Attach maps or diagrams, if available. Enter **beginning day** through **ending day of work week** (M-T-W-TH-F-SA-SU). **Date: Month/Day**—Enter month (01-12) and day (01-31) of requested week. **Start & Finish Time:** Use 24-hour clock format. **Read** the Permit Special Provisions for **hours & days** allowed. Separate lane closure #'s are required for each direction and facility. Use separate line for each. **Lanes** are numbered in direction of travel from left to right, excluding turn pockets; left being #1 or "fast lane." Check boxes under **Restricted Lanes** to indicate lanes or parts of highway to be closed. **VL** may be checked with note in Comments Section stating number of lanes to remain open at all times.
2. **ABBREVIATIONS:** **Aux**=auxiliary, **CD**=Center Divide; **Coll**=Collector; **Contra Flow**=Close 1 direction of traffic and divert to lane(s) in opposite direction or a turn lane. **DAY(S)**=(M-T-W-TH-F-SA-SU); **Dir**=Direction (**NB**=Northbound, **SB**=Southbound, **WB**=Westbound, **EB**=Eastbound); **ETO**=Emergency Traffic Operations; **F/L**=fog line; **Hwy**=Highway; **Lns**=Lanes; **L**=Left; **Med**=Median; **Park Strip**=Parking area parallel to lane; **PCKT**=Pocket; **Rolling**=traffic breaks for closure such as sweeping; **R**=Right; **SHLDR**=Shoulder; **VL**=Various Lanes
3. Requests for scheduling must be submitted on this form to the Inspector listed on page 1 or 2 of your permit. If your inspector is not available, contact Permit Duty Station at (510) 286-4401.
4. All permitted work (**with or without traffic control**) is subject to advance scheduling on this form, seven (7) days in advance of the work week requested. Submittals and approvals must continue on a weekly basis.
5. If work begins weekly on Sunday, the work week must be Sunday through Saturday. If work week begins on Monday, the work week must be Monday through Sunday.
6. Incomplete, illegible, or inaccurate requests may be returned for correction. Assistance for completing the request may be obtained from the designated State Representative.
7. Every attempt will be made to return timely requests with closure ID or work authorization numbers, to the Permittee by close of business on Thursday, prior to the scheduled work week. When deemed necessary to ensure public convenience, Caltrans may deny and/or reschedule the request.
8. All requests must include a contingency plan for restoring public traffic (i.e. reopening of a closed lane, ramp and/or shoulder) in the event of (1) CHP or the local authority requires opening due to an unforeseeable incident in the nearby vicinity, or (2) permitted experiences an equipment breakdown, shortage of or lack of production materials or any other failure which would otherwise delay restoring public convenience within the time limits specified in the permit. The contingency plan must include availability of any proposed standby equipment and stockpiled materials that can be utilized for the immediate opening of closures when ordered by the State representative. Acceptance of the contingency plan by the Engineer must not relieve the Contractor from the requirement of opening the restricted travel way to accommodate public traffic as specified in the lane closure hour's section of the permit provisions.
9. Caltrans will review and process the request by entering all information into the Statewide Lane Closure System (LCS). This process generates a work authorization number*. This number will be entered on the request form and returned to Permittee as approval to proceed AND will be used to "**Real-Time Status**" on a daily basis. Permittee must communicate with Caltrans 24-hour District 4 Communication Center (DCC) via telephone at **(510) 286-6359** twice daily when working, or once daily if cancelled.
 - a. When work begins (1st cone down), Permittee must contact Caltrans DCC and relay: "**(Closure ID #*) is 1097.**"
 - b. When work ends (last cone picked up), Permittee must contact Caltrans DCC and relay: "**(Closure ID #*) is 1098.**"
 - c. If the work is cancelled on any scheduled day, Permittee must contact Caltrans DCC and relay; "**(Closure ID #*) is 1022.**" A "10-22" (cancellation) can be phoned any time before the scheduled "10-97" time, but no later than 1 hour prior to scheduled "10-98" time.
 - d. During the work, any unexpected occurrences including delayed openings, accidents, etc., must be communicated to Caltrans DCC immediately.

Avoid possible miscommunication when calling status. Use the **PHONETIC ALPHABET** to state your Closure ID:
A=Adam, **B**=Boy, **C**=Charles, **D**=David, **E**=Edward, **F**=Frank, **G**=George, **H**=Henry, **I**=Ida, **J**=John, **K**=King,
L=Lincoln, **M**=Mary, **N**=Nora, **O**=Ocean, **P**=Paul, **Q**=Queen, **R**=Robert, **S**=Sam, **T**=Tom, **U**=Union, **V**=Victor, **W**=William,
X=X-ray, **Y**=Yellow, **Z**=Zebra.
Example: P82CA="Paul 82 Charles Adam"
10. The intent of these procedures is to help ensure public convenience by identifying planned closures on the State Highway system, resolving potential conflicts, and disseminating all available "**REAL-TIME**" information via the traffic media to all motorists, including but not limited to the public, CHP, local police and sheriffs' office, and emergency fire and rescue personnel.

* "**closure ID number**" is the same as "**work authorization number**"

PERMIT NO.

Dear Sir or Madam:

*All work authorized by the above-numbered permit was
completed on*

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

PERMIT NO.

Dear Sir or Madam:

*All work authorized by the above-numbered permit was
completed on*

DATE

SIGNATURE OF PERMITTEE

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SIGNATURE OF PERMITTEE

FM 92 1546 M

PROPOSAL SECTION

Contractor's Check-Off List:

1.	Complete Bidder's Information Sheet	2
2.	Complete Bid Proposal Sheet	5
3.	Check off for Bidder's Security (cash, cashier's check, certified check, or bidder's bond)	6
4.	Complete Principal(s) and Title(s) Sheet	8
5.	Complete State Contractor's License No. and Department of Industrial Relations Registration No.	9
6.	Complete Subcontractor List Sheets	10
7.	Complete Certification of Intent Sheet	15
8.	Equal Employment Opportunity Sheets:	
i.	Complete Questionnaire for Bidder Sheet	16
ii.	Complete Contractor Report Form	19
9.	Complete Equal Benefits Compliance Declaration Form	25
10.	Complete Employee Jury Service Compliance Declaration Form	29
11.	Complete Non-Collusion Declaration Form	30
12.	Complete Public Contract Code Section 10285.1 Statement	31
13.	Complete Public Contract Code Section 10162 Questionnaire	32
14.	Complete Public Contract Code Section 10232 Statement	33
15.	Complete Debarment and Suspension Certification	35

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

**ROAD OIL APPLICATION IN CONJUNCTION WITH
THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH
WITH APPURTENANT WORK THERETO IN
UNINCORPORATED SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW936
PROJECT FILE NO. S5047**

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 "Road Oil Application in Conjunction with the County's 2022 Chip Seal Road Maintenance Project," County Project No. RW936, Project File No. S5047, as outlined in the incorporated into these Specifications Appendix E.

**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

**ROAD OIL APPLICATION IN CONJUNCTION WITH
THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT**

**TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH
WITH APPURTENANT WORK THERETO IN
UNINCORPORATED SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW936
PROJECT FILE NO. S5047**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	11	1	LS	Mobilization	\$	\$
2	37-1	975	TON	Rejuvenating Polymer Modified Asphaltic Emulsion	\$	\$
3	37-3	17,000	SY	Fog Seal Emulsion	\$	\$
TOTAL						\$

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:

<hr/>	
(Name of Corporation, Co-partnership, Individual)	
<hr/>	<hr/>
(Name and Title)	(Name and Title)
<hr/>	<hr/>
(Name and Title)	(Name and Title)
<hr/>	<hr/>
(Authorized Signature of Bidder)	(Authorized Signature of Bidder)

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

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

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

State Contractor's License No.: _____
(Expires: _____**)**

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

Department of Industrial Relations Registration No.: _____
(Expires: _____**)**

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

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

SUBCONTRACTORS

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

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

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

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

SUBCONTRACTORS

(Continued)

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

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

CONTRACT COMPLIANCE PROGRAM

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

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

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

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

The Contractor is further required to:

1. Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement: "**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;
2. Permit access by County and State compliance officials to his employment records; and
3. File monthly reports on prescribed forms:
 - A. **Monthly Manpower-Utilization Report**

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

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, Redwood City, CA, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

CERTIFICATION OF INTENT

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

Signature and Title of Authorized Representative or Bidder

Date

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

QUESTIONNAIRE FOR BIDDER

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID.

PROJECT: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

1. _____ Yes _____ No Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.50** of the San Mateo County Ordinance Code?

2. _____ Yes _____ No Does your employment advertising state that you are an Equal Opportunity Employer?

3. _____ Yes _____ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?

4. _____ Yes _____ No Were any employees hired by means other than the union hiring hall in the past year?

How many? _____

What positions? _____

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

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: _____ 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)

COUNTY OF SAN MATEO
Employee Jury Service Compliance Declaration Form
 (To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

*If the answer to the above is no, please skip to Section IV. *

III Contractor Employee Jury Service Compliance (Check One)☐ Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.☐ The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.☐ No, the Contractor does not comply.☐ (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before September 1, 2005. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)The Contractor is under a collective bargaining agreement which began **on or before September 1, 2005** and expires on _____ (date). (Section 2.85.040)**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20__ at _____, _____.
 (City) (State)_____
Signature_____
Name (Please Print)_____
Title_____
Contractor Tax Identification Number

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

The undersigned declares:

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

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

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

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

“Contractor”

(Print)

(Signature)

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:

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.

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:

Notes:

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.

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:

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.

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:

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.

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:

Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and _____, hereinafter called the "Contractor,"

W I T N E S S E T H:

THAT, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. Services to be performed by Contractor: The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Public Works of the County of San Mateo, hereinafter called "Engineer," for the project

ROAD OIL APPLICATION IN CONJUNCTION WITH THE COUNTY'S 2022 CHIP SEAL ROAD MAINTENANCE PROJECT

TOTAL PROJECT APPROXIMATELY 50 MILES IN LENGTH WITH APPURTENANT WORK THERETO IN UNINCORPORATED SAN MATEO COUNTY

COUNTY PROJECT NO. RW936 PROJECT FILE NO. S5047

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 _____, 2022, 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

TWENTY (20) WORKING DAYS

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

IV. Termination: This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the

Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

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

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

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

VII. Surety Bonds: The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to

form by County Attorney, of which samples of same are attached as Appendix C in the Special Provisions.

VIII. Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of

the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo and their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, and their officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

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

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000**
- 2) Motor Vehicle Liability Insurance \$1,000,000**

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

D. Hold Harmless

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

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

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

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

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

The duty of Contractor to indemnify and save harmless, as set

forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

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

E. Compensation

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

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

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

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

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

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

XI. Non-Discrimination and Other Requirements:

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

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

County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

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

d. Compliance with County's Equal Benefits Ordinance:

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

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a

written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation; and/or
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

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

- i) Examine Contractor's employment records with respect to compliance with this paragraph;

- ii) Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

XII. Compliance with County Employee Jury Service Ordinance:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo

County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

XIII. Termination of Agreement: The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

XIV. Compliance with Laws: The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Controlling Law: The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

XV. Contract Assignability: Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

XVI. COVID-19: This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

Although this Project is proceeding as an Essential Infrastructure Project as determined by the County Board of Supervisors/County Executive Officer, this determination could change in the future based on Health Orders issued by the San Mateo County Health Officer or State of California, or future determinations of the County Board of Supervisors/County Executive Officer. Should future Health Orders or the County Board of Supervisors/County Executive Officer directives preclude the Project from proceeding as scheduled, the County reserves the right to:

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work

completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**

- The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Executive Officer.

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

<https://www.smchealth.org/post/health-officer-statements-and-orders>

XVII. Contract Materials: The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

XVIII. Retention of Records, Right to Monitor and Audit:

- A. CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

XIX. Notices: Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ann M. Stillman, Interim Director of Public Works
 County of San Mateo
 555 County Center, 5th Floor
 Redwood City, CA 94063-1665
 Facsimile: 650-361-8220
 Email: astillman@smcgov.org

In the case of Contractor, to:

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

XX. Contract Amount and Change Orders:

A. Contract Amount

The amount payable to Contractor under the terms of this agreement is

_____ DOLLARS (\$_____).

B. Change Orders

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

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

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

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

“County”

COUNTY OF SAN MATEO
State of California

BY: _____

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

ATTEST:

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

“Contractor”

Name of Contractor

BY: _____

(Authorized Signature and Seal of Bidder)