

COUNTY OF SAN MATEO  
STATE OF CALIFORNIA

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

HILLSIDE / ADELINE AREA SANITARY SEWER REHABILITATION PROJECT  
BURLINGAME HILLS SEWER MAINTENANCE DISTRICT

TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY

COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025

APPROVED: August 14, 2020



*[Handwritten signature in blue ink]*

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

\*\*\*\*\*

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

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**AGREEMENT**

Signature Sheet

COUNTY OF SAN MATEO  
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN, that

Sealed bids will be received either by mail to the office of the County Manager/Clerk of the Board of Supervisors, or hand-delivered within one half (1/2) hour prior to the bid opening to the main public entrance of the Hall of Justice and Records, 400 County Center, Redwood City, California, until the hour of

2:30 p.m., Thursday, September 3, 2020

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

**HILSIDE/ADELINE AREA SANITARY SEWER REHABILITATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025**

Bids are required for the entire work described herein.

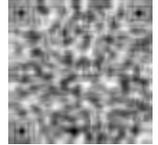
**Bidders are further advised of the following:**

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 to 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063; OR**
  - b. **Complete and sign the following Plan Holder's Affidavit by using the link or QR code below to receive an email with a separate 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://publicworks.smcgov.org/HillsideAdelinePlanHoldersAffidavitForm>

or



- 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 e-mail to [acsanchez@smcgov.org](mailto:acsanchez@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.

<b>Plan Holder’s Affidavit</b>	
<b>Project Title</b>	HILLSIDE / ADELIN AREA SANITARY SEWER REHABILITATION PROJECT
<b>Project No.</b>	SB005
<b>Project Engineer:</b>	America Sanchez
<b>Project Manager:</b>	Krzysztof Lisaj
<b>Bid Open Date and Time:</b>	2:30 p.m., Thursday, September 3, 2020
<b>Company Name:</b>	_____
<b>Mailing Address:</b>	_____
<b>Phone Number:</b>	<b>Fax Number:</b> _____
<b>E-mail Address:</b>	_____
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

2. The Plan Holders List will be posted to the County of San Mateo’s Public Works website two (2) working days prior to the bid open date.
3. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to [acsanchez@smcgov.org](mailto:acsanchez@smcgov.org), not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written

clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.

4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
5. Reference is made to Section 2-1.10, "Disqualification of Bidders," of the Standard Specifications. The Contractor's attention is directed in particular to the last sentence, which states, "Proposals in which the prices obviously are unbalanced may be rejected."
6. 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.

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

**ENGINEER'S ESTIMATE****HILLSIDE / ADELIN AREA SANITARY SEWER REHABILITATION PROJECT  
BURLINGAME HILLS SEWER MAINTENANCE DISTRICT****TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY****COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025**

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
1	10	1	LS	Construction Waste Management
2	11	1	LS	Mobilization (not to exceed 3% of total bid price)
3	11-1 & 20	1	LS	Water Pollution Control
4	12-2	1	LS	Traffic Control
5	15-2	9	EA	Reset Mailbox
6 (R)	15-5	32	EA	Potholing
7	17	1	LS	Develop and Apply Water
8	51-3	1,510	LF	Reconstruct 1.5'-2' Wide Rolled Curb / Valley Gutter
9	15-4, 57	46	EA	Timber Laggings – 2" x 12" x 2'
10	15-4, 57	30	EA	Timber Laggings – 2" x 12" x 3'
11	15-4, 57	19	EA	Timber Posts – 4" x 4" x 4'
12	15-4, 57	12	EA	Timber Posts – 4" x 4" x 5'
13 (R)	100-11.1	7*	EA	Reset Water Meter Box
14 (R)	100-11.1	7*	EA	Reset Water Meter
15 (R)	100-11.2	31	EA	Relocate Water Service Line
16	100-13	1	LS	Asbestos Mitigation Work Plan
17 (R)	100-13	5	DAY	Asbestos Monitoring
18 (R)	100-13	10	CY	Asbestos Disposal

*Engineer's Estimate continued on next page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
19	102-3	1,875	LF	Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street
20 (R)	102-4	28	EA	Sanitary Sewer Main Localized Repair (up to 15 feet)
21	102-5	30	EA	Reconnect Sanitary Sewer Lateral (Open-Trench Method)
22 (R)	102-6	50*	LF	Sanitary Sewer Lateral Replacement
23	103	1	LS	Trench Safety
24	104-2	11	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Shoulder/Valley Gutter/Embankment
25	104-2	4	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Driveway
26	104-2	11	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Street
27	104-2	1	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Easement
28 (R)	104-3	1	EA	Install New Sanitary Sewer Manhole in Street
29	104-4	9	EA	Replace Sanitary Sewer Cleanout
30	104-5	7,600	LB	Sanitary Sewer Manhole Frame and Cover
31 (S)	105	4,696	LF	Cured-in-Place Pipeliner (CIPP) (6-inch)
32	105-3.5	57	EA	Reinstate Sanitary Sewer Lateral (CIPP)
33	107	1	LS	Restoration of Paved Surfaces and Improvements

**Engineer's Estimate of Costs: \$ 2,670,000**

**(F)** Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.

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

**(R)** Revocable Item

\*This item has an assumed quantity to facilitate bidding. Actual quantity will be determined during construction.

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

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

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

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

The holidays upon which such rates shall be paid shall be all holidays recognized in the

collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Project.

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

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

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

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

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

**NON-REFUNDABLE FEE OF \$60 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 submission and signing of the “Acknowledgement of the Site Visit” on page 6 of the Proposal by the bidder shall constitute acknowledgment that he/she has relied and is relying on his/her own examination of (a) the sites of the work, (b) the access to the sites, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the County. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above item.**

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.

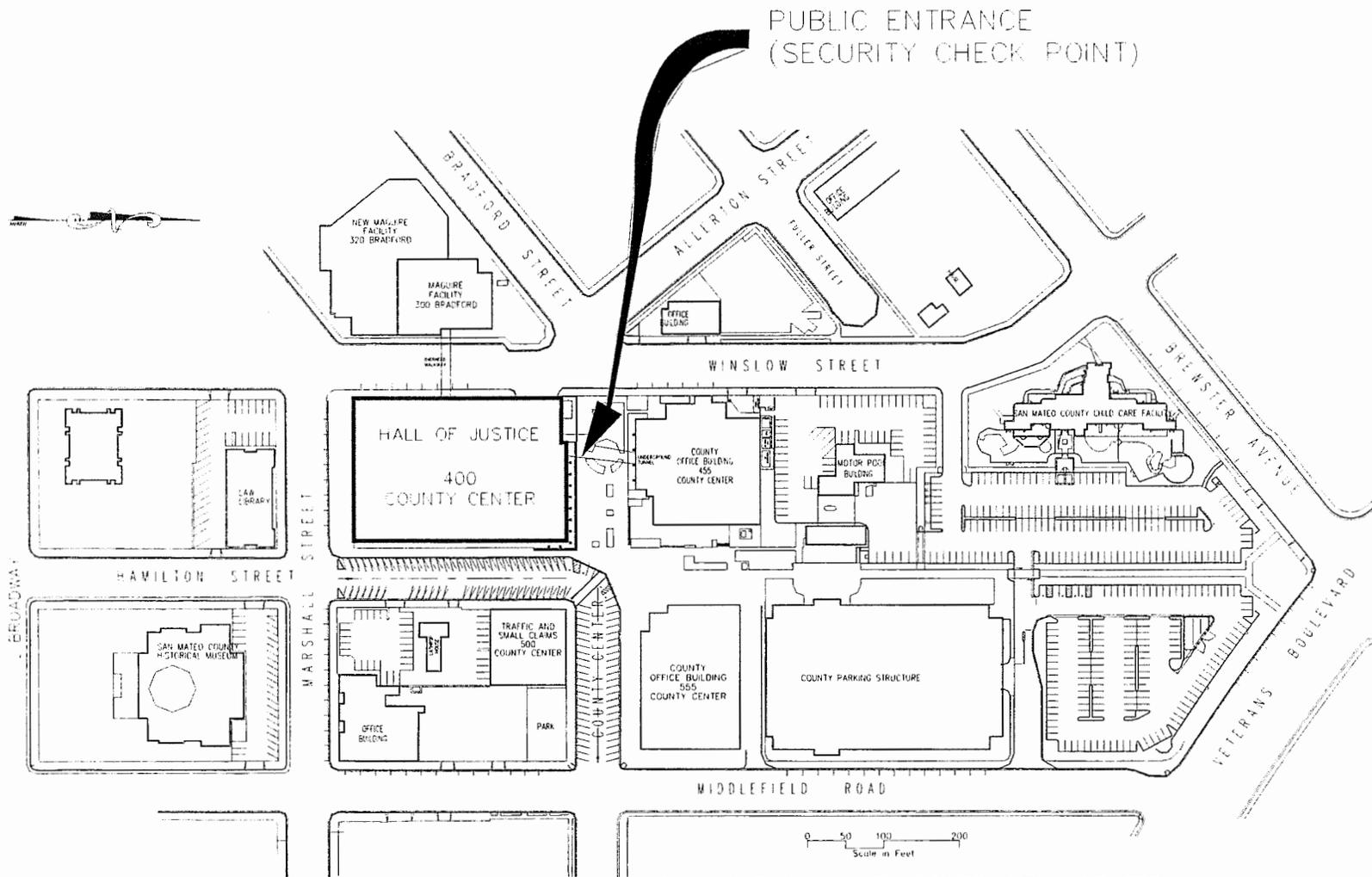
Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

**DATE:** September 15, 2020

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



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

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

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**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
FOR**

**HILLSIDE / ADELINE AREA SANITARY SEWER REHABILITATION PROJECT  
BURLINGAME HILLS SEWER MAINTENANCE DISTRICT**

**TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025**

**DATE:** August 11, 2020

The technical portion of the contract documents and specifications for this project were prepared by CSG Consultants, Inc. under the direction of the following licensed persons: Ed Slintak, P.E. and Katherine Sheehan, P.E.

For:

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



**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, the Burlingame Hills Sewer Maintenance District (District), or other appropriate department, division, official, officer or employee of the County of San Mateo.

Definition 1-1.40 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.

The term "County" shall mean the County of San Mateo, State of California, and hereafter referred interchangeably with the Burlingame Hills Sewer Maintenance District (District).

The term "District" shall mean the Burlingame Hills Sewer Maintenance District, and the body corporate and politic of the County of San Mateo, used interchangeably herein with "County" or "District" or "Owner".

**END OF SECTION**

**SECTION 2.**  
**PROPOSAL REQUIREMENTS AND CONDITIONS**

The Bidder's attention is directed to all the provisions of Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions, except that the Bidder's security shall be made payable to the County of San Mateo. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer. 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. 068389** of the Board of Supervisors of the County of San Mateo, adopted **November 14, 2006**, which approved the Standard Plans and Standard Specifications, dated **May 2006**, 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 the second paragraph of Section 5-1.04, "Coordination and interpretation of Plans, Standard Specifications, and Special Provisions," of the Standard Specifications shall apply.

**END OF SECTION**

**SECTION 3.**  
**AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," 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 3-1.01, "Award of Contract," of the Standard Specifications:

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

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

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

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

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

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

- Project Name
- Project File Number
- A complete statement describing the basis for the bid protest, which includes a detailed statement of all legal and factual grounds for the protest

- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

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

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

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

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

**END OF SECTION**

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

The work to be done consists, in general, of replacement of existing 6" sanitary sewer mains with 6" PVC by open trench methods in streets, cured-in-place pipeliner (CIPP) rehabilitation of existing 6" sanitary sewer mains in streets and easements, localized repairs of 6" sanitary sewer mains in streets and easements, reconnection of existing sanitary sewer laterals, replacement of up to five feet in length of existing sanitary sewer laterals, replacement of existing sanitary sewer manholes in streets and easements, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

**END OF SECTION**

**SECTION 5.**  
**CONTROL OF WORK**

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

5-1. Differing Site Conditions

This section shall be used in lieu of Section 5-1.116, "Differing Site Conditions," of the Standard Specifications. Section 5-1.116 of the Standard Specifications shall not apply.

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

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

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

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

**END OF SECTION**

**SECTION 6.**  
**CONTROL OF MATERIALS**

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

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

6-1. Certificates of Compliance

Certificates of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for all manufactured products, unless otherwise waived by the Engineer.

6-2. Materials Testing

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

<b>Material To Be Tested</b>	<b>Property Being Tested For</b>	<b>Acceptable Test Method(s)</b>	<b>Description</b>
Aggregate Base	Relative Compaction	CT 231 or ASTM D6938	Determines field densities using a nuclear gage.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

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

**END OF SECTION**

**SECTION 7.**  
**LEGAL RELATIONS AND RESPONSIBILITY**

Attention is directed to the provisions of Section 7, “Legal Relations and Responsibility,” of the Standard Specifications and to the provisions of paragraph VIII 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 Section XV. COVID-19 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 Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code and with these guidelines.

7-1.1. Definitions

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

**COMPLIANCE OFFICER:** The Compliance Officer (CO) means the County official designated by the County Manager to represent him in the administration of these guidelines and in the enforcement of the provisions of 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 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 that period of time, 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 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 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 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 that it is determined, by the County, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the County Ordinance Code.

#### 7-1.11 Non-Discrimination

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

national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with Federal, State and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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

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

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

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

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

In the event that 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. Repair of Equipment

Attention is directed to the provisions of Section 7-1.21, "Repair of Equipment," of the Standard Specifications.

7-3. Cooperation

Attention is directed to Section 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications. The utility companies may be rearranging their facilities within the project area and it is expected that they will cooperate with the Contractor to the end that the work may be handled in an efficient manner.

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

7-4. Prevailing Wages

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

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

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

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

7-4a. Payroll Records

Reference is made to Section 7-1.01A(3), "Payroll Records," of the Standard Specifications. The Contractor's attention is directed in particular to the second to last paragraph, which is amended to read:

"If by the 7th working day after the 25th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 25th of that month, the Department may withhold an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of Mobilization) from that month's estimate, except that this withholding shall not exceed \$10,000 nor be less than \$1,000. Withholdings for failure to submit satisfactory payrolls shall be additional to all other withholdings or retentions provided for in the contract. The withholding for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments following the date that all the satisfactory payrolls for which the withholding was made are submitted."

**The Contractor is advised that Contractor shall submit either Contractor's Daily Dispatch Report at the start of each working day OR a Daily Personnel and Equipment Log 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. Reference is made to Appendix D of these Special Provisions.**

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

7-4b. 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.

7-5. Permits and Licenses

Attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these Special Provisions.

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

**The Contractor's attention is directed to the fact that, prior to start of work within the City of Burlingame right-of-way, the Contractor will be required to obtain an Encroachment Permit from the City. Information about the encroachment permit and an application can be obtained at the following website: [https://www.burlingame.org/departments/public\\_works/encroachment\\_permit.php](https://www.burlingame.org/departments/public_works/encroachment_permit.php). The Contractor can email DPW@burlingame.org for encroachment permit inquiries. The Contractor is advised to review the Encroachment Permit Application, Encroachment Permit Procedures, and review the insurance requirements prior to bidding.**

**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.**

7-6. Highway Construction Equipment

Attention is directed to Section 7-1.01D, "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.

7-7. 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 therefor.

7-8. Preservation of Property

The Contractor's attention is directed to Section 7-1.11, "Preservation of Property," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

7-9. Air Pollution Control

Air pollution control shall conform to the provisions of Section 7-1.01F, "Air Pollution Control," of the Standard Specifications.

7-10. Obstructions

Attention is directed to the provisions in Sections 8-1.10, "Utility and Non-Highway Facilities," 15, "Existing Highway Facilities," and 51-1.19, "Utility Facilities," of the Standard Specifications.

7-11. Sound Control

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications.

7-12. Public Convenience

Public Convenience shall conform to the provisions in Section 7-1.08, "Public Convenience," of the Standard Specifications and to these Special Provisions. The first sentence of the 15<sup>th</sup> paragraph of Section 7-1.08 is amended to read as follows:

"After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic, as above provided, any work

ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations shall be at the Contractor's expense."

7-13. Public Safety

Public Safety shall conform to the provisions in Section 7-1.09, "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 therefor.

7-14. BLANK

7-15. Disposal of Material Outside the Highway Right Of Way

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right Of Way," of the Standard Specifications, and Section 10, "Construction Waste Management," of these Special Provisions. The Contractor's attention is further directed to Appendix "A", "Construction Waste Management Plan," of these Special Provisions. Note that for the purposes of this project, "highway right of way" shall be considered as interchangeable with "street right of way".

7-16. Sanitary Sewer Monitoring and Reporting Requirements

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

7-17. Removal of Naturally Occurring Asbestos and Hazardous Substances

**The Contractor is advised that naturally occurring asbestos, in the form of serpentine rock, which was found in a small portion of the project area at the west end of Adeline Drive, near Blackhawk Lane during exploratory drillings. The Contractor's attention is directed to Section 100-13 of these Special Provisions for removal of naturally occurring asbestos substances encountered during pipeline excavation.**

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

affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of hazardous substances that are not shown on the plans or indicated in the specifications including exploratory work to identify and determine the extent of the hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

**END OF SECTION**

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

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

8-1. Time of Completion

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

**NINETY (90) WORKING DAYS**

from the date of said beginning, as described above.

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

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

8-2. Liquidated Damages

Attention is directed to Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Three Thousand Seven Hundred and Fifty (\$3,750.00) per calendar day for each and every calendar day delay over and above the number of working days above prescribed for finishing the work.

8-3. Progress Schedule

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

The provisions of Section 8-1.04, "Progress 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 therefor.

#### 8-4. Subcontracting

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications.

**END OF SECTION**

**SECTION 9.**  
**MEASUREMENT AND PAYMENT**

9-1. Force Account Work

Attention is directed to the provisions of Section 9-1.03, "Force Account Payment," of the Standard Specifications and these Special Provisions.

Section 9-1.03A(1b), "Labor Surcharge," of the Standard Specifications is amended to read:

To the actual wages, as defined in Section 9-1.03A(1a), "Actual Wages," will be added a labor surcharge, as set forth in the Department of Transportation publications entitled, "Labor Surcharge and Equipment Rental Rates" and "General Prevailing Wage Rates," and which are in effect on the date upon which the work is accomplished and which is a part of the Contract. Said labor surcharge shall constitute full compensation for all payments imposed by the State and Federal laws and for all other payments made to or on behalf of the workers, other than actual wages, as defined in Section 9-1.03A(1a), and subsistence and travel allowances, as specified in Section 9-1.03A(1c), "Subsistence and Travel Allowance".

With respect to extra work, the Bidder's attention is directed to the provisions of Section 4-1.03D, "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, "Measurement and Payment," of the Standard Specifications and these Special Provisions. Attention is directed to Section 9-1.06, "Partial Payments," regarding progress or partial payments, and to Section 9-1.07, "Payment After Acceptance," regarding final estimates and payments.

Paragraph three (3) of Section 9-1.06 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.

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 9-1.05, "Stop Notices," 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 3179 et seq. of the Civil Code."

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The Bidder is further

notified that all provisions of Sections 9204 and 21014 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

**END OF SECTION**

**SECTION 10.**  
**CONSTRUCTION WASTE MANAGEMENT**

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

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

10-1. Diversion Goals

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

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

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

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

10-2. References and Resources

A Construction and Demolition Guide (C&D Guide) is available online at <https://www.smcsustainability.org/waste-reduction/construction-demolition/>. For more information or resources, contact the County of San Mateo's Office of Sustainability by phone at (888) 442-2666 or by email at [sustainability@smcgov.org](mailto:sustainability@smcgov.org).

The Contractor's attention is directed to **Appendix A** for the County of San Mateo Waste Management Plan Form and the Waste Management Daily Transport Report.

10-3. Waste Management Plan and Daily Transport Report

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

**The Waste Management Plan shall be submitted to the Engineer, Department of Public Works, 555 County Center – 5<sup>th</sup> Floor, for approval within SEVEN (7) WORKING DAYS after the pre-construction conference.** The Waste Management Plan shall include a description of how the contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken, a description of what will be taken to each facility (inert wastes, metals, wood, glass, plastics, mixed waste, etc.), a description of the means of transportation of recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and designated center, or whether mixed materials will be collected by a waste hauler and removed from the site), and an estimated amount (weight, yardage, etc.). Approval will be granted if the plan shows:

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

10-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than 20 working

days. Meetings shall include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.

D. Separation Facilities:

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

E. Materials Handling Procedures:

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

F. Hazardous Wastes:

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

G. Reporting:

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

The above-mentioned summary and documentation shall contain the

following information:

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

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

10-5. Measurement and Payment

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

**END OF SECTION**

## SECTION 11. MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and to these Special Provisions.

### Property Owner Primary Notification

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

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

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

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

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

### Rights of Entry

The Contractor is advised that the "Right of Entry" areas shall not be entered upon until specifically authorized, in writing, by the Engineer.

It is anticipated that authorization to enter shall be granted for the areas shown on the Plans no later than **THIRTY (30) CALENDAR DAYS** after the Contractor receives

the Notice to Proceed. However, should authorization not be granted within the above time, the Contractor shall have no basis for a claim for damages or extra compensation in the event the Contractor's work is hindered or delayed until the expiration of **SIXTY (60) CALENDAR DAYS** after receiving the Notice to Proceed. Any such claim shall be valid only for a controlling item of work and only for the specific property for which a right of entry is required.

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

The Engineer shall designate and/or stake the limits of such areas as required for the Contractor's work prior to commencement of any such work.

11-1. Water Pollution Control

**The provisions of Section 7-1.01G, "Water Pollution," of the Standard Specifications are superseded by these Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP).** Information regarding this program is available at [www.flowstobay.org](http://www.flowstobay.org).

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

The Contractor is responsible for penalties assessed or levied on the Contractor or the County as a result of his failure to comply with the provisions in this section including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Contractor or the County, including those levied under the

Federal Clean Water Act and the State Porter Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

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

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

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

**Water pollution controls shall be applicable year-round and applied, maintained, and removed by the Contractor as specified herein, in conformance with the approved stormwater pollution prevention plan, and as directed by the Engineer. Attention is directed to Section 20, "Erosion and Sediment Control," of these Special Provisions and the plans for erosion control requirements. Sufficient quantities of applicable water pollution control materials shall be available at the work site prior to commencing any work.**

A. Water Pollution Control Program

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a written program including a Water Pollution Control Plan (WPCP) and applicable plan drawings and details to control water pollution effectively during construction of the project. **Please note that the project is not anticipated to be regulated under the Construction General Permit.** The program shall show the schedule for any erosion control work included in the contract and for all water pollution control measures that the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon water resources. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been approved by the Engineer.

**Water Pollution Control Plan (WPCP) Requirements:**

- 1) The Contractor shall develop and implement a WPCP which shall contain at a minimum the items included in this section. The WPCP shall show the locations of all storm drains, storm drain pipes, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events while still preventing non-stormwater discharges from entering the storm drains, creeks, and Bay. Work shall not begin without the Engineer completing its review and finding no exceptions taken on the WPCP and finding at Engineer's sole discretion that the WPCP meets the intent and goals of the project.
- 2) The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management.
- 3) The WPCP shall be updated to meet changing stages of the construction

site(s).

- 4) Materials used shall be in conformance with Caltrans's Construction Site Best Management Practices (BMPs) Manual, latest edition, or the CASQA Construction BMP Handbook, latest edition.

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

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

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

B. Contractor Response

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

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

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

C. Excavation and Grading

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

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

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

D. General Housekeeping

The Contractor shall control the amount of runoff entering upon disturbed construction and staging areas, particularly during excavation, to reduce the

amount of water pollution controls required. Temporary diversion berms and/or sandbags may be employed to divert runoff from entering upon construction and staging areas as approved by the Engineer.

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

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

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

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," and Section 10, "Construction Waste Management," of these Special Provisions.

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

E. Stockpiles

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

F. Vehicle Maintenance

The Contractor shall designate a completely contained area of the construction site, well away from watercourses and tributary areas, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. The Contractor shall require the use of drip pans or drop cloths to catch drips and

spills if any vehicle or equipment fluids (e.g. motor oil, radiator coolant, etc.) must be drained on site. Diesel oil shall not be used to lubricate or clean equipment or parts. All spent fluids shall be stored in separate containers, and recycled whenever possible, or disposed of as hazardous waste.

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

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

G. Spill Prevention and Response

A supply of spill clean-up materials such as drip pans, rags, or absorbents shall be kept readily accessible on-site.

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

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

H. Tire Washing

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

I. Roadwork and Paving

No paving shall be allowed while it is raining. During wet weather store paving equipment indoors or cover with tarp or other waterproof covering. Place drip pans or absorbent materials under paving equipment when not in use.

The Contractor shall avoid creating excess dust when breaking and/or

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

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

J. Concrete and Mortar

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

No washout of concrete mixers or trucks will be permitted at the project site.

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

K. Training

Contractor shall ensure that all persons responsible for preparing, amending and implementing WPCP be appropriately trained. The Contractor shall provide documentation of all training for persons responsible for implementing these requirements upon request by the Engineer.

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

11-2. Measurement and Payment

The Contract lump sum price paid for the item, "Mobilization (not to exceed 3% of the total bid price)," 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. Mobilization shall not exceed 3% of the project construction cost.

The Contract lump sum price paid for the item, "Water Pollution Control," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work required by these Special Provisions for Water Pollution Control, including submittal of a written program and working drawings, in a form approved by the Engineer, and installing and maintaining temporary stormwater best management practices for the duration of the project, including, but not limited to, temporary erosion control, temporary silt fence, temporary storm drain inlet protection, including trenching, securing and backfilling, inspection, maintenance, and removal and disposal outside the highway right of way of erosion control materials, turbidity sampling, and all cleaning activities, including street sweeping, as specified in these Special Provisions, the Standard Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

**END OF SECTION**

## SECTION 12. MAINTAINING TRAFFIC

Attention is directed to Sections 4-1.04, "Detours," 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12-2.02, "Flagging Costs," of the Standard Specifications, these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. The first paragraph of Section 12-2.02, "Flagging Costs," shall not apply. In connection with said sections, it is understood that all lights, signs, barricades, flaggers or other necessary devices shall be furnished and maintained by the Contractor at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to cross streets, driveways, houses and buildings along the line of work shall be maintained. Existing roadway surfaces within the project limits shall remain, except as required for subsurface work, until removal is necessary for construction of the roadway structural section. In this regard, general roadway excavation shall not commence until authorized by the Engineer.

### 12-1. Property Owner Secondary Notification

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

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

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

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

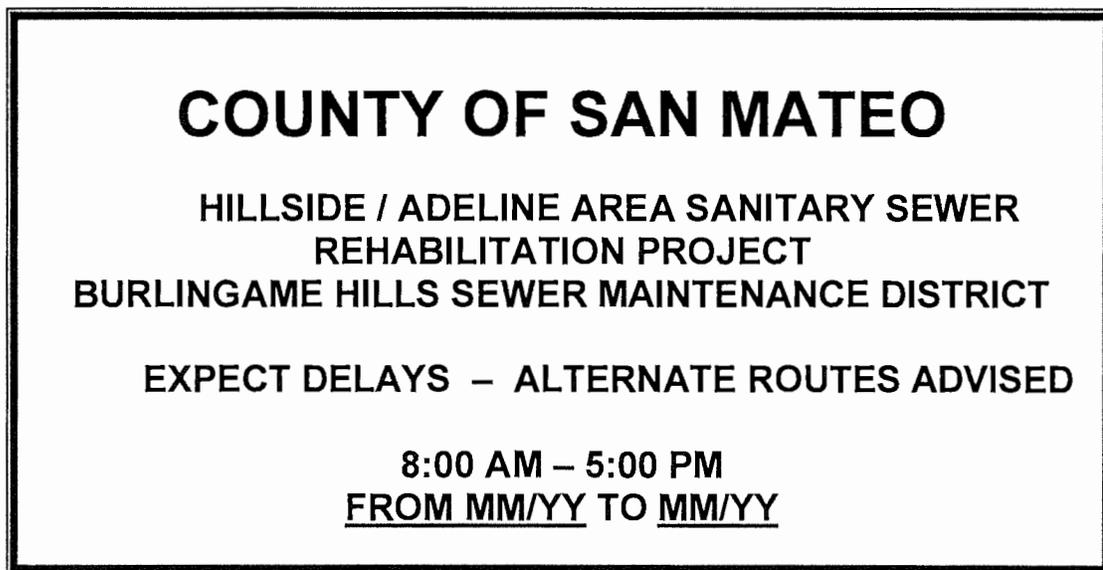
### 12-2. Traffic Control

The Contractor shall furnish an overall Traffic Control Plan for all phases of work. The

Plan shall be in accordance with Standard Plan T-13 unless these requirements are modified as directed by the Engineer. The Contractor shall submit the Traffic Control Plan within **FIVE (5) WORKING DAYS** after the pre-construction conference. The Engineer shall establish the time and place for said pre-construction conference. Delays upon the part of the Contractor in submitting a Plan, in the format as outlined in these Special Provisions and as directed by the Engineer, shall not constitute a valid reason for time extensions should the Contract time elapse before completion of said project. The Contractor is further advised that consideration for adequate review time, as determined by the Engineer, shall be included in the work schedule.

If the Contractor proposes to use detours to complete the Work, the plan for these detours shall be included in the Traffic Control Plan.

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



**Advisory signs shall be furnished and set at the locations as shown on the Location Map of Plan Sheet 1.** Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work, unless otherwise directed by the Engineer. No construction site work shall commence prior to the Engineer's written approval of the Traffic Control Plan and installation of required signs.

**Handwritten signs will not be permitted.**

Proposals by the Contractor to close portions of roadways within the Project limits to

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

**The Contractor is advised that the roads within the project limits closed for certain construction operations shall be open by 5:00 P.M. at the end of the work day. Said road closures may only occur by block, and cross-streets shall remain open, except as required for certain construction operations and as approved by the Engineer. Additionally, and concurrent to the aforementioned advisory signs, the Contractor shall also provide advisory signage advising of dates, times and recommended detour routes for road closures. Furthermore, the Contractor's attention is directed to Section 8-3, "Progress Schedule," of these Special Provisions.**

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than twelve feet (12') wide, in each direction between the hours of **5:00 P.M. and 8:00 A.M. on working days and at all times on non-working days.**

For streets which are narrower than twenty-four feet (24') in width, such as Adeline Drive and Newton Drive, the full width of the street shall remain open between the hours of **3:00 P.M. and 9:00 A.M. on working days and at all times on non-working days.**

Reversible lanes may be used under certain conditions. A reversible lane can only be used on one block at a time. Between the hours of **9:00 A.M. and 3:00 P.M.**, the Contractor shall maintain one unobstructed, reversible traffic lane open that is flagger controlled, according to the following table:

<b>Street Segment</b>	<b>Minimum reversible lane width</b>
Adeline Drive	Twelve feet (12')
Hillside Drive <i>Station 50+00 to 73+00 (except for segment SSMH#84 to SSMH#83)</i>	N/A – Provide a minimum of two (2) twelve feet (12') wide lanes in each direction, unless otherwise approved by the Engineer.
Hillside Drive <i>Station 73+00 to end</i>	Twelve feet (12')
Newton Drive	Nine feet (9')

**When ordered by the Engineer, the Contractor shall furnish additional flaggers for**

**the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car.** Traffic may be stopped in both directions only as specifically authorized by the Engineer.

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

The provisions in this Special Provision will not relieve the Contractor from responsibility to provide additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

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

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

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

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

12-3. Work Hours

Work hours shall be limited to **8:00 A.M.** and **5:00 P.M. Monday through Friday**, unless otherwise authorized by the Engineer.

**No work shall be done between the hours of 5:00 P.M. and 8:00 A.M., nor on Saturdays, Sundays, or legal holidays, except with such work as is necessary for the proper care and protection of work already performed, or except in case of emergency, and in any case only with the written permission of the Engineer.**

The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefor. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein.

**END OF SECTION**

**SECTION 15.**  
**EXISTING HIGHWAY FACILITIES**

15-1. General

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities", of the Standard Specifications, Sections 19-3, "Trench Safety" and 15, "Existing Highway Facilities," of these Special Provisions, Appendix B of these Project Specifications, the Plans, and as directed by the Engineer.

**The Contractor's attention is directed to the fact that, prior to restoration of paved surfaces, all sewer replacement, manhole replacement, sewer repair work, and Closed Circuit Television (CCTV) inspection of sanitary sewer lines shall be completed, as stipulated in this Special Provision and as directed by the Engineer.**

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

The Contractor shall be responsible for locating existing utilities before proceeding with sanitary sewer and road excavation work to avoid unnecessary breakage of the existing sanitary sewer laterals and any other utilities to remain. The Contractor's attention is further directed to the provisions of Section 15-5, "Potholing," of these Special Provisions.

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

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

- (1) Flows within the sanitary sewer system shall be maintained at all times during this Project. The Contractor's attention is directed to Section 100-10, "Sanitary Sewer Bypass Pumping," of these Special Provisions.**
- (2) The Contractor's attention is directed to the inherent risk of backup and overflow incidents associated with sanitary sewer and storm drain systems, and the importance of maintaining access to the facilities of said systems in order to provide emergency maintenance service in the event of such an incident.**

15-2. Reset Mailboxes

Existing mailboxes (including mailbox banks) within the Project limits shall be kept in use. However, any mailboxes that need to be reset, as determined by the Engineer for construction purposes, shall be accomplished only after the property owners have been given an opportunity to perform this task themselves, otherwise, said mailboxes shall be removed and reset in temporary locations and, at the appropriate time, reset in a permanent location, as shown on the Plans and in accordance with Section 56-2.02B, "Wood Posts," of the Standard Specifications.

**Resetting of mailboxes shall be coordinated with the United States Postal Service, and all temporary and permanent locations must be satisfactory to the United States Postal Service AND the Engineer. As such, the Contractor is required to contact the United States Postal Service a minimum of two (2) weeks prior to commencing any mailbox removals. Contractor may be required to inform the Postmaster of the final date for returning mailboxes to their permanent location as well. The Postmaster for this area can be reached at 650-552-1039.**

The following addresses are anticipated to require resetting of mailboxes to facilitate sanitary sewer pipeline replacement work:

Locations of Mailboxes to be Relocated	
Address Number	Street Name
2855	Adeline
2932	Hillside
2928	Hillside
2924	Hillside
2920	Hillside
2916	Hillside
2900/2904	Hillside
2896	Hillside

**Photos of mailboxes to be reset are provided in Appendix G.** Before beginning mailbox removal or coordination work, the Contractor shall confirm that the mailbox cannot be protected in place during the course of the work.

Existing mailboxes that are mounted on steel, wrought iron or other type of metal supports shall, at the option of the Engineer, be removed and reset as a single unit. The reset post shall be embedded in foundation material equal to the existing, and a minimum of Class 3 concrete, or as approved by the Engineer.

Mailboxes (except those mounted on metal supports and new mailboxes furnished by residents/owners) shall be installed on new redwood posts by the Contractor. Groups of mailboxes on single-post or multi-post supports shall be provided with redwood planks as supporting cross-members on or between post(s). Minimum plank thickness shall equal nominal two-inch (2") stock. Multi-post installations shall be paid for as two (2) units. Redwood posts shall be construction heart grade, S4S. Backfill material shall be placed in layers one-third of a foot (0.33') thick, and each layer shall be moistened and thoroughly compacted.

Existing newspaper boxes shall be considered as mailboxes for measurement and payment.

The Contract unit price paid per each for this item, "Reset Mailbox," shall include, but not be limited to, full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary for doing all work involved in relocating mailboxes to final position, including coordination with USPS, relocating mailboxes to temporary locations and final locations as required, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of this item, "Reset Mailbox," required. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

15-3. Replacement of Drainage Pipe and Drainage Structures

Removal of drainage pipe and drainage structures shall be in accordance with Section 15, "Existing Highway Facilities," of the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer. Plastic pipe shall conform to Section 64, "Plastic Pipe," of the Standard Specifications.

Following sanitary sewer installation, the Contractor shall replace drainage pipe and drainage structures in-kind. Most existing drainage pipes are through driveways. The Contractor may salvage and reset facilities if they are in good working order.

The following addresses are anticipated to require replacement of drainage pipe or drainage structures to facilitate sanitary sewer pipeline replacement work:

Locations of Drainage Pipe and Drainage Structures to be Replaced						
Address Number	Street Name	Reset Bubbler	Reset Trench Drain	Reset Catch Basin	Replace Drainage Pipe	Reconstruct Drainage Channel
Unit / Quantities		EA	LF	EA	LF	LF
2929	Adeline Dr		6			6 (6"x12")
19	Vista Lane			1		
24	Vista Lane			1		
2843	Adeline Dr			2		
2932	Hillside Dr				20 (2-4" PVC) 5 (3" CLAY)	
2928	Hillside Dr	1				
2924	Hillside Dr				25 (3")	
2920	Hillside Dr	1				
2900/2904	Hillside Dr				16 (8" CMP)	
2896	Hillside Dr					
2892	Hillside Dr			1	16 (2-2") 20 (8" CMP)* 2 (8" CMP)**	30 (8"x15")
2888	Hillside Dr			1		16 (8"x15")
2891	Hillside Dr	1				
2867	Hillside Dr			1	10 (6" PVC)	
2865	Hillside Dr	1				
2839	Hillside Dr			1	10 (12" PVC, 4" PVC)	

\*8" CMP with belled end that measures 9" wide.

\*\*Has a metal grate covering.

Full compensation for replacement of drainage pipe and drainage structures, including, but not limited to disposal of removed material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of

these Special Provisions, furnishing and installing new drainage pipe, as well as such other work as may be required by the Engineer to complete the work, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

15-4. Replacement of Wood Retaining Walls, Fences, and Headers

Wood retaining walls, fences, and headers will be replaced “in kind” where disturbed by sanitary sewer line replacement, as shown on the Plans, and shall conform to the provisions in Section 57, “Timber Posts and Laggings” of these Special Provisions and Section 57, “Timber Structures,” of the Standard Specifications.

Wood retaining walls, fences, and headers shall match the dimensions of existing materials, rough, No.1 grade Douglas Fir, pressure treated after fabrication, per APWA specifications, with 0.4 Penta in light solvent.

Wood structures shall be treated, after cutting them to the required length and drilling the bolt holes as required, with creosote-petroleum solution (50-50) pentachlorophenol in hydrocarbon solvent, chromated copper arsenate (Type A, B or C) as provided in Section 58, “Preservative Treatment of Lumber, Timber and Piling,” of the Standard Specifications. Only one type of preservative shall be used for treating the timber for each separate installation.

The members shall be handled in such a manner as to prevent damage. Any members that are damaged during handling and placing shall be removed and replaced by the Contractor with new members, all at the Contractor’s own expense, and no additional compensation will be allowed therefor.

The members shall be placed to the lines and grades established by the Engineer. The members shall be loaded edgewise, so that lateral loading occurs about the strong axis. All dimensions and quantities should be verified by the Contractor. The dimensional information for wood fences is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.

The following addresses are anticipated to require resetting of wood fences to facilitate sanitary sewer pipeline replacement work:

Locations of Wood Fences to be Replaced		
Address Number	Street Name	Wood Fence Quantities
2888	Hillside Dr	65 LF Total (13 EA - 6"x6"x4')

		(120 EA - 1"x4"x3.5') (33 EA - 2"x4"x7')
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The following addresses are anticipated to require replacement or construction of wood retaining walls, wood headers, or wood stairs to facilitate sanitary sewer pipeline or manhole replacement work:

Location and Quantities of Wood Headers and Wood Retaining Walls to be Replaced							
Address Number	Street Name	Utility Structure	Construction note	Quantities			
				2"x12"x2'	2"x12"x3'	4"x4"x4'	4"x4"x5'
15	Vista Lane	N/A	Reconstruct Wood Header	6			
24	Vista Lane	N/A	Reconstruct Wood Stairs			3	
2891	Hillside Dr	N/A	Reconstruct Wood Header	5		1	
2885	Hillside Dr	N/A	Reconstruct Wood Header	5			
2938	Adeline Dr	SSMH #52	Reconstruct Retaining Wall	5	5	3	
11	Vista Lane	Fire Hydrant	Reconstruct Retaining Wall as needed to facilitate sewer cleanout replacement; fire hydrant to remain protected in place	5	5	2	4
11	Vista Lane	SSMH #51	New Retaining Wall	5	5	3	
19	Vista Lane	SSMH#50	New Retaining Wall	5	5	2	4
23	Vista Lane	SSMH#70	New Retaining Wall	5	5	2	4
2845	Hillside Dr	SSMH #93	New Retaining Wall	5	5	3	
TOTAL				46	30	19	12

Full compensation for reset wood fence, including, but not limited to disposal of material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, salvaging and reusing existing materials, furnishing and installing new timber materials, complete in place, concrete

foundations, excavation and backfill, and as well as such other work as may be required by the Engineer to complete the work, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

Wood headers, wood retaining walls, and wood stairs will be measured and paid for as timber posts and laggings. The Contractor's attention is directed to Section 57, "Timber Posts and Laggings", of these Special Provisions.

15-5. Potholing

**The Contractor shall contact the USA North811 (USA) either on-line at [usanorth811.org](http://usanorth811.org) or by phone by dialing (800) 227-2600 or 811, and notify the underground utility companies of his/her intention to work in the vicinity of their facilities and shall enlist their help to pinpoint the exact location, both in plan and elevation, of their utilities.**

Potholing, or exploratory excavation, shall be undertaken as directed by the Engineer, where proposed work is suspected of conflicting with existing utilities, and to confirm size and material of existing utilities.

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

Potholing shall be accomplished by excavating a minimum one-foot (1') and maximum one-foot (1') square hole and care to not disturb adjacent pavement must be taken. Backfill shall be compacted in eight-inch (8") lifts to ninety-five percent (95%) relative density, unless otherwise directed by the Engineer. If necessary, surface material shall be replaced in kind so that no discontinuity in smooth surface results.

Existing utilities shall be protected from damage in conformance with the provisions in Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer. Existing utilities shall be maintained by the Contractor with the least possible interference with the use of such facilities at no increase in cost to the County.

The Contractor's attention is directed to Sheet 3, "Surface Feature Inventory Table", of the project plans, which notes locations of Joint Poles which are in close proximity to the sanitary sewer line. Additional precautions may be required by PG&E to protect or maintain the stability of the pole during excavation at no additional cost to the

County.

The Contract unit price paid per each for this item, "Potholing," shall include full compensation for providing all labor, tools, materials and incidentals, and for doing all work required to pothole, protect existing utilities, replace surface material in kind, if necessary, and compacting backfill material, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

**The Contractor is advised that a quantity of thirty (30) potholes is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.**

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of this item "Potholing" required. The provisions of section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item.

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

**END OF SECTION**

**SECTION 16.**  
**CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions of Sections 15, "Existing Highway Facilities," and 16, "Clearing and Grubbing," of the Standard Specifications, these Special Provisions, the Plans and as directed by the Engineer.

**The Contractor attention is directed to Sub-section 10-2, "References and Resources," of Section 10, "Construction Waste Management," of these Special Provisions.**

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

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

Existing trees and shrubs within the limits of work **shall not** be removed, unless otherwise shown on the Plans, specified in these Special Provisions, or directed by the Engineer.

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

Clearing and grubbing includes the removal of any curb, driveway, driveway drainage pipes, fences, landscaping, trees, shrubs, and hedges, or other structures and surfaces, within the trench limits of sanitary sewer lines to be replaced, as shown on the Plans, as required for construction, and as directed by the Engineer.

**The Contractor shall not remove fences, walls, trees, shrubs, hedges, mailboxes or any other landscaping or improvements prior to receiving written approval from Engineer. Additionally, reference is made to Section 15, "Existing Highway Facilities," of these Special Provisions.**

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

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

Removing, salvaging and/or relocating existing improvements shall conform to the provisions of Section 15-2, "Miscellaneous Highway Facilities," and Section 80, "Fences," of the Standard Specifications.

Underdrain pipes that are within the grading conform limits, shall be cutoff or adjusted to be flush with the final grade, as directed by the Engineer.

Concrete removal shall conform to the provisions of Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions and shall be removed as shown on the Plans and as directed by the Engineer and in accordance with Section 15-3, "Removing Concrete," of the Standard Specifications.

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

All materials removed shall become the property of the Contractor and shall be disposed of in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Where conforms are made to existing concrete and no joints exist between concrete to be removed and concrete to remain, the concrete shall be cut in a neat line to a minimum depth of 0.17 feet with a power-driven saw before concrete is removed.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway, as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor is advised that all trees designated for removal which are less than ten inches (10") in trunk diameter at breast height, as well as stumps of any diameter, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

Full compensation for clearing and grubbing, including, but not limited to the removal and disposal of concrete, fencing (or relocation and salvaging thereof), shrubs, hedges, and stumps to a depth as required for construction of six inches (6") below existing ground levels,

miscellaneous highway facilities, minor trimming of hedges and shrubs as necessary, disposal of removed material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

16-1. Remove Trees

Trees shall be protected in place unless otherwise designated on the Plans. Designated trees shall be removed in accordance with Section 16, "Clearing and Grubbing," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

No trees shall be removed without the prior written approval of the Engineer. Before removal, the Contractor shall verify that the tree cannot be protected in place during the course of the work. Voids left by removed tree and roots shall be backfilled immediately upon completion of tree removal, in conformance with Section 19, "Earthwork," of the Standard Specifications, the Plans (refer to the "Trench Backfill and Bedding Detail for Sewer Pipe"), and the directions of the Engineer.

Said removed tree and roots shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

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

Prior to excavation and removal of tree root systems, the Contractor shall verify the locations of existing utilities or other obstacles within the vicinity of the tree. The Contractor is advised that active water and gas lines are located in the area. The locations of existing water and gas facilities, as based on data provided by the utility companies, are shown the Plan Sheets at their approximate locations, and no assurance is given as to the actual horizontal and vertical locations of these or other unknown facilities that may exist within the line of work. **The Contractor shall contact USA North811 (USA) a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at [usanorth811.org](http://usanorth811.org) or by phone by dialing (800) 227-2600 or 811.**

The following trees greater ten inches (10") or greater in diameter at breast height are anticipated to require removal to facilitate sanitary sewer pipeline replacement work:

Locations of Trees to be Removed					
Address Number	Street Name	Quantity	Diameter at breast height	Tree Species	Pipe Segment #
23	Vista Lane	1	7.5"	Coast Live Oak	50 – 70 (Open Trench Replacement)
2855	Adeline Dr	1	7"/8" (Multiple trunks)	Italian Cypress	70 – 74 (Localized Repair)

Full compensation for removal of trees which are less than ten inches (10") in trunk diameter at breast height (54" above the ground), including, but not limited to, excavation, grinding of stumps and backfilling of stump holes, and disposal of material outside the highway right-of-way in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

**END OF SECTION**

**SECTION 17.**  
**DEVELOP AND APPLY WATER**

Develop and apply water shall conform to the provisions of Section 10, "Dust Control," Section 17, "Watering," and Section 18, "Dust Palliative," of the Standard Specifications, these Special Provisions and the directions of the Engineer. The provisions of Section 10-1.04 and Section 18-1.05, "Payment," shall not apply to this item. Payment for this item, "Develop and Apply Water," shall be made on a lump sum basis.

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

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

The Contract lump sum price paid for this item, "Develop and Apply Water," shall include full compensation for furnishing all labor, materials (including dust palliative binder and water), tools, equipment and incidentals necessary for doing all work involved in developing and applying all water and/or dust palliative required for the work, and for controlling dust resulting from the Contractor's operations, public traffic, wind or other conditions at all times (including Saturdays, Sundays, holidays) and when ordered by the Engineer, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional or separate payment shall be made therefor.

**END OF SECTION**

**SECTION 19.  
EARTHWORK**

19-1. General

Earthwork includes all labor, equipment, and materials to excavate, backfill, shape, and dispose of excess earth material, including trench safety. Earthwork shall conform to the provisions of Section 10, "Dust Control," Section 16, "Clearing and Grubbing", and Section 19, "Earthwork," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

**Reference is made to Section 103, "Trench Safety, Trenching and Trench Backfill," of these Special Provisions.**

**The Contractor shall contact USA North811 (USA) a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at [usanorth811.org](http://usanorth811.org) or by phone by dialing (800) 227-2600 or 811.** Pursuant to State law regulations, all open excavations greater than five feet in depth shall be constructed with bracing, sheeting, shoring or other equivalent method designed for the protection of life and limb. The Contractor must at all times comply with the requirements of the construction safety orders of the Division of Industrial Safety, uniform Building Code, Cal-OSHA, and other governing codes and restrictions.

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

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

**Type B or C soil conditions should be anticipated for this project. The Contractor's attention is directed to Section 100-1, "Subsurface Conditions Data."**

## 19-2. Construction

### 19-2.1. Contractor's Operations

The Contractor shall perform his work in such a manner as to not harm the undisturbed condition of the underlying or adjacent soils or damage or prevent the proper placement of fill. When, in the opinion of the Engineer, natural soils or fill are damaged or disturbed by the operations of the Contractor, thereby precluding the utilization of the site as planned, the Contractor shall correct such damage or disturbance. Corrections shall be as directed by the Engineer and may include, but are not limited to, the removing of natural and fill foundation soils both laterally and vertically and replacing with compacted fill to the required grades or the construction of alternative methods of support. The cost of any such repair, rehabilitation, or modification shall be borne by the Contractor.

### 19-2.2. Construction Observation

The Engineer will observe all subgrades, the stripping of topsoil from the site, and the placing and compaction of all fill and other earthwork related operations specified in these Special Provision. The Engineer shall be notified at least two (2) working days in advance of the beginning of operations, which require his attention, and fills shall not be made nor materials used without the Engineer's specific approval.

The Contractor shall allow time for field survey measurements of any subgrade required for any purpose. All fills for which specific standards or density are required must be tested and approved by the Engineer before they will be accepted.

### 19-2.3. Percent Compaction

Where the term "compaction" is used herein, it is defined as a relative compaction and refers to the in-place dry density of the fill expressed by the Test Method of ASTM D698 and of modified proctor ASTM D2049 of AASHTO T180. All compacted materials may be tested by the County. The County pays for first test only. All subsequent tests of failed sections shall be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefor. The Contractor shall notify the County a minimum of one (1) working day prior to when compacted materials are ready to be tested.

The Contractor shall adjust the water content of the fill material to an amount that will enable the specified degree of compaction to be attained in each lift. Each lift shall be thoroughly mixed before compaction to ensure a uniform distribution of water content.

Jetting and/or flooding for compaction will not be allowed.

All backfill shall be compacted immediately after placement.

The Contractor shall be responsible for obtaining the densities specified. Should he fail, through negligence or otherwise, to compact to specified density, or to backfill and compact to surface grade, thus permitting saturation of the backfill material from rains or from any other source, the faulty material shall be removed and replaced with approved material which shall be compacted to the specified density at optimum moisture content, and no additional payment will be made for doing such work or removal and replacement.

#### 19-2.4. Earthwork Balance

The trench excavations on this project may not be suitable to complete the trench backfill as indicated on the Plans.

Native material may be used as backfill material where approved by the Engineer, provided the following minimum requirements are met:

- a. Materials with a minimum sand equivalent of 30.
- b. Materials free from debris, roots and other organic matter, broken pavement, rocks, stones, or lumps exceeding 3 inches in greatest dimension.
- c. Materials with no excessive moisture that would impact compaction requirements.

Native material may not be used for pipe bedding or shading, which shall conform to Section 102-3, "Pipe Replacement (Open-Trench Method)," of these Special Provisions.

The Engineer shall be the sole judge with respect to acceptability of native materials for backfill.

All unsuitable material from excavation shall be disposed of as described in Section 100-15, "Cleaning Up," of these Special Provisions. The Contractor shall import any required backfill, and no additional compensation shall be allowed therefor.

#### 19-2.5. Blasting

Blasting will not be allowed on this project.

#### 19-2.6. Grading Tolerance

Final grade shall conform to the liens and grades shown on the Plans.

#### 19-2.7. Removal of Obstructions

Unless otherwise noted, the Contractor shall remove all brush, logs, stumps ,and

roots, heavy sods, heavy growth grass, and all decayed and vegetable matter that interfere directly with the work. The Contractor shall also remove all rock, stones in excess of six inches, broken concrete and pavement, debris and all obstructions of any kind or character, whether natural or artificial, encountered in the work.

Full compensation for removal of obstructions, including, but not limited to disposal of removed material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

#### 19-2.8. Excess Excavated Material

It is possible that the Contractor may encounter soft and saturated soils, though no groundwater was encountered during subsurface explorations. Under these conditions, the Contractor shall place a 4-6 inch layer of crushed rock in trenches as bedding material and approximately 12 inches in the bottom of the manhole excavations to provide a workable surface. The rock section shall be underlain with Mirafi 500X fabric or equivalent.

Full compensation for excess excavated material including, but not limited to disposal of removed material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

#### 19-3. Trench Safety

**Refer to Section 103, "Trench Safety, Trenching, and Trench Backfill."**

#### 19-4. Excavation Dewatering

The Contractor shall take measures as may be required and shall furnish, install, and operate such pumps or other devices as may be necessary to remove groundwater seepage, storm water or sewage, that may be found or accumulate in the excavations during the progress of the work. Once seepage or ground water conditions in the trench are encountered, no further trenching will be allowed until suitable dewatering procedures are in operation. The Contractor shall keep all excavations free from water at all times during the construction of the work and until the County gives permission to cease pumping. The Contractor shall keep completed work areas free from accumulation of water and sewage at such times as may be required by the County for inspection or

other purposes: The Contractor's attention is directed to Section 11-1, "Water Pollution Control," of these Special Provisions. Dewatering water may not be discharged to the storm drain and must be discharged to a sanitary sewer or hauled and disposed of offsite.

Every effort shall be made to keep the trench dry at all times. As a minimum requirement, water shall not be allowed to accumulate in the trenches unless sufficient backfill has been placed to prevent pipe floatation.

19-5. Measurement and Payment

The Contract lump sum price paid for "Trench Safety," shall be as defined in Section 103, "Trench Safety, Trenching, and Trench Backfill."

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

**END OF SECTION**

**SECTION 20.**  
**EROSION AND SEDIMENT CONTROL**

**The provisions of Section 20, “Erosion Control and Highway Planting,” of the Standard Specifications are superseded by these Special Provisions.**

The Contractor is advised that failure to fully comply with the provisions of this Section and/or Section 11-1, “Water Pollution Control,” of these Special Provisions, and all requirements listed in the National Pollutant Discharge Elimination System (NPDES) General Permit, San Francisco Bay Region Municipal Regional Stormwater NPDES Permit, and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

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

20-1. Temporary Silt Fence

No excavation or backfill work shall commence until temporary silt fence has been placed as shown on the plans and as directed by the Engineer.

Temporary silt fence shall be installed on contour a minimum of two (2) feet to the downslope side of any excavation or backfill. Temporary silt fence shall be installed as shown on the Plans, with the supporting posts on the downslope side of the fence structure. Silt fence lines shall be unbroken, with silt fencing pieces wound together to form a contiguous structure as shown on the Plans. Attention is directed to Section 20-2, “Temporary Erosion Controls,” of these Special Provisions for additional requirements.

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

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

### Inspection and Maintenance

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

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

### Removal and Disposal

Temporary silt fence and any soil, rock or debris shall be completely removed by the Contractor at the conclusion of the work. Temporary silt fence and any soils, rock or debris shall be disposed of outside the highway right of way in accordance with the provisions of Section 7-15, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions, by the Contractor at his expense. Soil, rock or debris shall not be scattered or "flaked" on any slope. The Contractor shall specify in writing the method of removal and disposal for the Engineer's approval not less than two (2) working days prior to removing silt fence.

### Payment

Full compensation for temporary silt fence including, but not limited to disposal of removed material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, furnishing and installing temporary silt fence, as well as such other work as may be required by the Engineer to complete the work, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

### 20-2. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 11-1, "Water Pollution Control," Section 17, "Develop and Apply Water," this Section, and the directions of the Engineer throughout the work.

Temporary erosion controls may consist of straw logs, straw mulch, silt fencing, temporary berms, or any combination of these or other means acceptable to the Engineer

to prevent polluted runoff and/or wind erosion. The use of any type of hay or any straw containing oat or weed seed is expressly forbidden. The Contractor is encouraged to review the Best Management Practices (BMPs) included in the County of San Mateo Maintenance Standards for installation and maintenance recommendations.

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

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

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential erosion or sedimentation and/or to repair damaged silt fencing and other erosion controls. Provisions for the Contractor's Required Response are included in Section 11-1, "Water Pollution Control," of these Special Provisions.

#### Staging Areas

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

Staging area BMPs shall be maintained throughout the duration of the work. Staging area BMPs shall be completely removed and disposed of outside the highway right of way in accordance with the provisions of Section 7-15, "Disposal of Material Outside the Highway Right-of-Way" of these Special Provisions, by the Contractor at his expense at the conclusion of the work. Attention is directed to Section 11-1, "Water Pollution Control," of these Special Provisions for provisions relating to tracking of mud from staging areas.

#### Staging Area Finish

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

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the conclusion of

construction operations. Staging area surfaces shall be smoothed and contoured to drain in the same manner as prior to their use. The smoothed and contoured surface shall be covered with not less than six (6) inches and not more than twelve (12) inches of three-inch (3") un-compacted drain rock unless other material is approved in advance in writing by the Engineer. Any adjacent areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

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

#### Mulch

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

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

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

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

#### Winterization

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

his expense as specified herein and as directed by the Engineer.

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

Payment

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

**END OF SECTION**

**SECTION 51.**  
**CONCRETE**

51-1. General

This work shall consist of replacement “in kind” of concrete improvements, such as valley gutters, driveways, curb, catch basins, concrete stairs, and concrete footings which are disturbed by replacement of sanitary sewer pipe or as required for the construction of wood retaining walls around sanitary sewer manholes as shown on the Plans and as directed by the Engineer.

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

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

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

Aggregate base required for valley gutter, driveway, curb, and catch basin reconstruction shall conform to the provisions of Section 26, “Aggregate Bases,” of the Standard Specifications and these Special Provisions. Full compensation for aggregate base (Class 2) shall be considered as included in unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

All sawcutting required for the reconstruction of existing concrete improvements shall conform to the provisions of Section 39-2, “Sawcut Asphalt Concrete or Portland Cement Concrete,” of the Standard Specifications.

Concrete to be removed shall be removed in accordance with the provisions in Section 15-3, “Removing Concrete,” of the Standard Specifications. Any removed concrete shall become the property of the Contractor and shall be disposed of outside of the highway right of way in accordance with Section 7-15, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions.

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

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

Areas where asphalt concrete and base are removed beyond the limits of the existing concrete for the installation of concrete formwork shall be backfilled with a minimum 0.5-foot full depth asphalt concrete (Type B, 1/2" maximum, medium grading). Full compensation for asphalt concrete for this work shall be included in the Contract lump sum price paid for "Restoration of Paved Surfaces and Improvements," and no additional compensation will be allowed therefor.

Concrete shall be sawcut at the first scoring line at or beyond the planned point of removal. Sawcutting operations shall conform to the following special provisions:

- (1) Sawcutting shall be performed with a power driven saw and the sawcut shall extend completely through the asphalt concrete and Portland cement concrete. The use of pavement breakers or other devices for cutting pavement will not be permitted unless specifically authorized, in writing, by the Engineer.
- (2) Cracked or broken pavement caused by, or new or existing improvements damaged by, the Contractor's operations shall be removed to a line established by the Engineer, and shall be replaced with new asphalt concrete or Portland cement concrete, all at the Contractor's expense and as directed by the Engineer, and no additional compensation will be allowed therefor.
- (3) **The Contractor's attention is directed to Section 11-1. "Water Pollution Control," of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and completely removed from the site.** Any slurry shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Concrete shall be cured by the curing compound method conforming to Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A, except that loss of water in the water retention test shall not exceed 0.15-kilograms per meter squared in 24 hours. The curing compound shall be applied at the approximate rate of one gallon per

150 square feet of area.

The Contractor shall provide a neat, clean, and uniform joint at all conforms and, when possible, joints shall be located at existing score lines. When working within a driveway area, the Contractor shall sawcut and replace concrete from cold joint to cold joint, or as directed by the Engineer. The Contractor is advised that the method used to provide joints at conforms shall be subject to the approval of the Engineer.

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

51-2. Class 2 Concrete (Surface Concrete, Wood Retaining Wall Footings)

Class 2 concrete shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Portland Cement Concrete," of the Standard Specifications, the Plans, and the directions of the Engineer.

Portland cement concrete Class 2 concrete shall be produced from commercial quality aggregate and cement content per cubic yard of concrete shall not be less than 590 pounds of cement.

Concrete curb, valley gutter, driveways, stairs, and any other surface concrete as well as footings for wood retaining walls shall be reconstructed with Class 2 concrete as shown on the Plans and as designated by the Engineer. The Contractor is advised that the portions of any Portland cement concrete facilities that are removed to conform to the new grades shall be replaced "in kind," except where indicated on Plans.

Concrete curbs and gutters shall be poured monolithically with any adjacent sidewalks, driveway openings and access ramps, unless other methods are authorized by the Engineer. Where the curb portion is depressed to accommodate driveways and access ramps, no adjustment in quantity will be made.

**The Contractor is advised that all concrete work for valley gutter reconstruction, shall be completed prior to commencement of restoration of paved asphalt concrete surfaces.**

The Contract unit price paid per linear foot for the item, "Reconstruct 1.5' Wide Rolled Curb/Valley Gutter," shall include full compensation for providing all labor, materials (including Class 2 concrete, aggregate base, expansion joint material, asphalt

concrete (Type B, 1/2" maximum, medium grading) for backfill, dowels, bar reinforcement, and wire meshing), tools, equipment, and incidentals necessary for doing all work involved in reconstructing rolled curb or valley gutter, but not limited to sawcutting of existing concrete, roadway excavation, concrete removal, and disposal of material outside the highway right-of-way, including petromat, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

51-3. Class 3 Concrete (Miscellaneous Concrete)

Class 3 concrete shall conform to the provisions of Section 51, "Concrete Structures," and Section 90, "Portland Cement Concrete," of the Standard Specifications, the Plans, and the directions of the Engineer.

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

Miscellaneous concrete, including underground concrete, catch basins, and concrete stairs/steps, as shown on the Plans and as designated by the Engineer may be constructed with Class 3 concrete. The Contractor is advised that the portions of any Portland cement concrete facilities that are removed to conform to the new grades shall be replaced "in kind," except where indicated on Plans.

Full compensation Class 3 concrete items, including, but not limited to, concrete driveway, curb, catch basin, concrete stairs or steps, sawcutting of existing concrete, roadway excavation, concrete removal, disposal of removed material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, materials (including Class 3 concrete, aggregate base, expansion joint material, asphalt concrete (Type B, 1/2" maximum, medium grading) for backfill, dowels, bar reinforcement, and wire meshing), as well as such other work as may be required by the Engineer to complete the work, shall be considered as included in the Contract lump sum price paid for "Restoration of Paved Surfaces and Improvements," and no additional compensation will be made therefor.

**END OF SECTION**

**SECTION 57**  
**TIMBER POSTS AND LAGGINGS**

The timber posts and laggings shall be in accordance with the sizes and shapes shown on the Plans, and shall conform to the provisions in Section 57, "Timber Structures" of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The timber laggings shall be two inches by twelve inches (2"x12") rough, redwood. The timber posts shall be four inches by four inches (4"x4") rough, redwood.

The timber posts and laggings shall be treated after cutting them to required length, with creosote-petroleum solution (50-50) pentachlorophenol in hydrocarbon solvent, chromated copper arsenate (Type A, B or C) as provided in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications. Only one type of preservative shall be used for treating the timber for each separate installation.

The members shall be handled in such a manner as to prevent damage. Any members that are damaged during handling and placing shall be removed and replaced by the Contractor with new members, at the Contractor's own expense.

The members shall be placed to the lines and grades established by the Engineer. The members shall be loaded edgewise, so that lateral loading occurs about the strong axis.

The cost of excavation and backfill required to place lagging at the final grade shall be included in the Contract unit price paid for timber lagging and no separate payment will be made therefor.

The area along the face of the retaining wall shall be graded to drain. The area around the retaining wall shall be graded to drain away from the wall. The cost of this work shall be included in the Contract unit price paid for timber lagging and no separate payment will be made therefor.

The Contract prices paid per each for "Timber Laggings – 2" x 12" x 2'", "Timber Laggings – 2" x 12" x 3'", "Timber Posts – 4" x 4" x 4'", and "Timber Posts – 4" x 4" x 5'" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including excavation and backfill, concrete footings, and grade to drain requirements, and for doing all work complete in place as shown on the Plans, as provided for in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

No adjustment of the Contract bid prices will be made for any increase or decrease in the quantities of these items, "Timber Laggings – 2" x 12" x 2'", "Timber Laggings – 2" x 12" x 3'",

“Timber Posts – 4” x 4” x 4””, and “Timber Posts – 4” x 4” x 5””, required. The provision of the Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to this item.

**END OF SECTION**

**SECTION 100.**  
**SPECIAL CONDITIONS**

The Contractor shall comply with the provisions of this Section 100, "Special Conditions," of these Special Provisions, and as directed by the Engineer.

Full compensation for conforming to the provisions of this Section 100, "Special Conditions," and all sub-sections herein except for sub-sections 100-11.1, "Reset Water Meter/Water Meter Box," 100-11.2, "Water Line Crossings," and 100-13, "Removal of Naturally Occurring Asbestos," shall be considered as included in unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefor.

100-1. Subsurface Conditions Data

**A geotechnical engineering investigation, titled "Geotechnical Engineering Investigation for the Hillside /Adeline Area Sanitary Sewer Rehabilitation Project," prepared by BAGG Engineers (Consultant), dated March 2020 has been prepared for the Project where work is to be performed.** Prospective bidders may inspect the full records of these investigations at the County office subject to and upon the conditions set forth hereinafter.

Investigations of subsurface conditions were made for the purpose of study and design only, and neither the County nor the Consultant that conducted such investigations assumes any responsibility whatsoever in respect to the sufficiency set forth or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein by the County in its use thereof. There is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

**Logs of test borings or geotechnical reports obtained by the County's investigations of subsurface conditions that are made available shall not be considered a part of the Contract Documents.** Such logs and/or report represent only the opinion of the consultant retained by the County as to the character of the materials encountered by him in his investigations and are available only for the convenience of the bidder or Contractor.

**The availability or use of information described in this section will not relieve the bidder or Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.**

100-2. Existing Alignment of Sewers

The alignments of the existing sewers noted on the Plans are represented by joining the surveyed manholes, electronic locating data, and available records. Limited potholing was done over the existing sewers. The Contractor is to exercise extreme care in excavation such that existing utilities are not disrupted. The degree of deflection from the existing manhole per the manufacturer's tolerance is not considered to be misalignment.

100-3. Contractor Coordination

The Contractor shall coordinate his/her work in the project area with other contractors and public utility agencies so as to minimize delays in the completion of the contract.

There will be a PG&E gas main replacement project underway between Fall 2020 and Spring 2021 on Hillside Drive between Newton Drive and Alvarado Avenue. The Contractor shall coordinate their work with PG&E within this project segment. Further details about the project are provided below:

Project Name: OCW, GPRP-COLUMBUS AVE., BURLINGAME

PM order #: 31325749

Project Manager: Joy Mitchell, (925) 588-9396

100-4. Existing Utilities

In general, the locations of existing utilities, whether above ground or underground, are indicated on the Plans. This information has been obtained from utility maps provided by the various agencies involved. The County does not guarantee the accuracy or completeness of this information, and it is to be understood that other aboveground or underground facilities not shown on the drawings may be encountered during the course of the work.

The Contractor, at no increase in cost to the County, shall perform any special construction techniques required in order to avoid existing utilities.

Existing aboveground utilities, including but not limited to power transmission and distribution, telegraph, telephone and traffic control systems, whether shown on the

drawings or not, shall be maintained by the Contractor with the least possible interference with the use of such facilities at no increase in cost to the County.

The right is reserved by owners of utilities and franchises to enter upon any street, road, right-of-way or easement for the purpose of maintaining their property and for making necessary repairs or changes caused by the work.

100-5. Construction Power

The Contractor shall provide for all power required for construction purposes.

100-6. Submittals

The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as specifically required in these Special Provisions and all other information as may reasonably be required to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with these Special Provisions and Plans. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the Engineer of the deviation and state the reason therefor. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the Engineer in any case where his submittal may concern work by another Contractor or the County.

Samples are physical examples furnished by the Contractor to illustrate the quality of materials, equipment, or workmanship, and to establish standards by which the work will be judged.

At a minimum, the following submittals will be required for this project, in addition to those submittals required elsewhere by these Special Provisions:

1. Emergency Contact List for Contractor
2. Public Notifications
3. Construction Schedule
4. Documentation of Existing Conditions (Photos/Videos)
5. Traffic Control Plan
6. Water Pollution Control Plan (no Construction General Permit Required)
7. Shoring, Sheeting, and Bracing Plan / Trench Excavation Safety Plan
8. Asbestos Mitigation Work Plan
9. Waste Management Form
10. Advisory Signs

11. Concrete Mix Design
12. Asphalt Concrete Mix Design
13. Pre-Construction CCTV Inspection
14. Post-Construction CCTV Inspection
15. Sanitary Sewer Bypass Plan
16. PVC Pipe
17. Cured-in-Place Pipeliner (CIPP)
18. Procedures and Materials for Reinstatement of Sewer Laterals after CIPP  
Rehabilitation
19. Sewer Laterals
20. Sewer Manholes
21. Record Drawings

The Contractor shall review, stamp with his approval, and submit within ten (10) working days, and in orderly sequence, all shop drawings and samples required by the Contract Documents or subsequently by the Engineer as covered by field conditions of Change Orders. By approving and submitting the shop drawings and samples, the Contractor thereby represents and has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and Contract Documents.

The Engineer will review and approve shop drawings and samples within ten (10) working days, but only for conformance with the design concept of the work and with the information given in the Contract Documents. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions. Complete and accurate shop drawings must be submitted for review time to begin. Incomplete or illegible submittals, as determined by the Engineer, will be returned without comment.

The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall bring to the Engineer's attention, through written correspondence, any revisions other than the corrections requested by the Engineer on previous submissions. For the trench shoring system, the Contractor shall submit to the Engineer the design and calculations for the system proposed. Said design and calculations shall be performed and stamped by a Civil or Structural Engineer, registered

in the State of California.

The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

**No portion of the work requiring a shop drawing or sample submission shall commence until the Engineer has approved the submission in writing. All such portions of the work shall be in accordance with the approved shop drawings and samples.**

100-7. Public Convenience

Throughout the performance of the work, the Contractor shall take all necessary measures to maintain the sewage flow from the adjacent houses sand through the main sewer.

If, during short periods of time, the sewage flow is to be interrupted for connection purposes or other delicate operations, the Contractor must contact and notify the residents of the property of the schedule of interruptions of sewage flow. Short periods of time are defined to not exceed 4 hours. Interruption longer than this will not be allowed without advance written approval of the Engineer. The Contractor shall provide written notification to such parties of interruption to sewage flow not less than two (2) working days prior to disruption and no more than five (5) working days prior to disruption.

The Contractor shall not open more trenches in advance of pipe laying than is necessary to expedite the work. No trench shall be open at the end of the working day.

Throughout the performance of the work, or in connection with this contract, the Contractor shall construct and adequately maintain suitable and safe crossings over trenches and provide for driveway access and detours as are necessary to provide for vehicle and pedestrian traffic. In no case shall access to any driveway be impacted more than 8 hours.

100-8. Storage of Material

The Contractor is advised that areas within the project right of way may be used for parking equipment and storing materials. The Contractor may park equipment or store

materials only at locations where he has obtained permission from the adjacent property owner (including the County for areas within the road right of way). The Contractor shall not store materials at any site more than five (5) working days after they are no longer needed. All stored materials shall be kept at least fifteen feet (15') from fire hydrants, five feet (5') from mailboxes, and twenty feet (20') from storm drain inlets.

100-9. Construction Noise Control

The Contractor shall take all necessary precautions to minimize construction noise. All plant and equipment shall be fitted with suitable noise reduction devices such as mufflers, inlet and exhaust silencers, and engine covers, which shall be maintained in good working order.

The Engineer shall decide on the adequacy of provision and maintenance of noise reduction equipment. When so instructed in writing by the Engineer, the Contractor shall immediately withdraw any item of plant or equipment from service and carry out all necessary additions, replacements, or repairs to the noise reduction equipment to the satisfaction of the Engineer.

100-10. Sanitary Sewer Bypass Pumping

The Contractor shall be responsible for maintaining flows within the sanitary sewer system at all times during this project. New pipe shall not be used to convey sewage flows until the new pipe has been tested and approved for use by the Engineer, per Section 106, "Sanitary Sewer Testing," of these Special Provisions.

**The Contractor shall be required to submit a Sanitary Sewer Bypass Plan for review and approval by the Engineer.** This Sewer Bypass Plan shall describe the sequencing of operations and sewer bypass work and shall include all materials proposed to be used as part of the sewer bypass system.

The Contractor shall bypass the flows around those sections of pipe to be replaced. The bypass shall be made by plugging an existing upstream manhole (if necessary) and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.

The pump and bypass lines shall be of adequate capacity and size to handle the flow. The bypass systems proposed to be used by the Contractor shall be subject to the approval of the Engineer. Approval of the bypass system by the Engineer shall in no way be construed as relieving the Contractor of any responsibility under this contract as related to protection of the interests of the County and the general public.

The Contractor shall be equipped with the necessary tools and materials, that meet the requirements of all regulating agencies, to contain, clean up and dispose of any sewage contamination that may occur during bypass operations, including providing at least one (1) back-up pump in case of failure of the primary pump. The back-up pump(s) shall be on-site at all times, and the Contractor shall demonstrate to the Engineer that the back-up pump(s) are in working order prior to the start of any sewage bypass operations.

At the end of each working day, a temporary tie-in shall be made between the replaced section of pipe and the existing system. The bypass plug shall either be removed and normal sanitary sewer service restored, or the pumps will be manned on a 24-hour basis.

Under no circumstances will the dumping of raw sewage be allowed on private property, in the County or City streets, or in storm drains or any location other than an approved sanitary sewer main.

Bypassing of untreated or partially treated wastewater to surface waters or drainage courses will not be permitted during construction. Bypassing of untreated wastewater to surface waters and drainage courses will result in assessment of any and all actual damages incurred by the County. The Contractor shall comply with all the State and Federal regulations.

In the event of accidental spill or overflow, the Contractor shall immediately stop the spillage or overflow, perform cleanup operations, and disinfect the affected area, as determined by the Engineer, to the satisfaction of the Engineer.

**The Contractor's attention is directed to the following requirements in the event that untreated or partially treated wastewater enters a natural water or drainage course:**

- a. Contractor will begin cleanup efforts immediately.**
- b. Contractor will notify the Engineer and, subsequently, the California Regional Water Quality Control Board at (510) 622-2300 and be prepared, at that time, to fully describe the nature of the spill and the cleanup efforts that are being undertaken to mitigate the spill.**
- c. Notification and response procedures shall be consistent with the California State Water Resources Control Board's Statewide General Waste Discharge Requirements for Sanitary Sewer Systems amended on July 30, 2013, which is included in Appendix B of these Specifications.**

Full compensation for sanitary sewer bypass pumping, including, but not limited to, doing all work involved to bypass sewer flows during construction, complete in place, shall be considered as included in the unit prices paid for “Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street” and “Cured-in-Place Pipeliner (CIPP) (6-inch)” and no additional compensation will be made therefor.

100-11. Relocation or Adjustment of Utility-Owned Facilities

The Contractor shall cooperate and coordinate all adjustments and relocations with the utility owner. The Contractor shall provide written notice to the appropriate utility owner at least two (2) weeks in advance of start of work. Notification shall include all relevant project information including locations, size, scope and schedule of affected facilities.

The Contractor shall provide written notice to the appropriate utility owner at least two (2) working days in advance of changes in schedules.

If the Contractor fails to provide notice to the appropriate utility owner representative pursuant to these procedures prior to conducting work and the Contractor buries, lowers, fills-in, paves over, or otherwise damages utility-owned facilities, the utility owner will bill Contractor for the cost of repairing its facilities.

Note that Joint Utility Poles shall be protected in place. **The Contractor’s attention is directed to Section 100-12, “Protection of Existing Installations.”**

The Contractor shall be advised that based upon electronic locating data and utility owner-provided mapping data, there appear to be the following potential conflicts with existing utilities:

STREET	Upstream District MH	Downstream District MH	Construction Method	Water Main	Water Services	Gas Main	Gas Services	Electric	Telephone	Unknown Abandoned	Unknown Service Line	Abandoned Gas Main
ADELINE DRIVE	52	53	Localized Repair	-	-	-	1	-	-	-	-	-
	53	54	Localized Repair	-	-	-	-	-	-	-	-	-
	54	55	Localized Repair	-	-	-	-	-	-	-	-	-
	55	51	Localized Repair	-	1	-	-	-	-	-	-	-
	57	55	Localized Repair	-	-	-	-	-	-	-	-	-
	51	50	Open Trench	-	5	-	-	-	-	-	-	-
	50	70	Open Trench	-	4	-	1	-	-	-	-	-

	70	74	Localized Repair	-	-	-	-	-	-	-	-	-
	71	74	Localized Repair	-	-	-	-	-	-	-	-	-
	74	76	Open Trench	-	4	-	3	-	-	-	-	1
HILLSIDE DRIVE	56	61	Open Trench	-	8	-	6	-	-	-	1	-
	61	84	Open Trench	-	3		2	-	-	-	-	-
	84	83	Open Trench	1	-	1	1	-	-	1	-	-
	83	82	Localized Repair	-	-	-	-	-	-	-	-	-
	82	77	Localized Repair	-	-	-	-	-	-	-	-	-
	77	93	Localized Repair	-	1	-	-	-	-	-	-	-
	93	94	Localized Repair	-	-	-	1	-	-	-	-	-
	94	96	Localized Repair	1	3	-	1	1	1	-	-	-
	96	237	Localized Repair	1	-	-	-	-	-	-	-	-
	237	238	Localized Repair	-	1	-	2	-	-	-	1	-
	238	5842	Localized Repair	-	-	-	-	-	-	-	-	-
NEWTON DRIVE	85	91	Localized Repair	-	-	-	-	-	-	-	-	-
	91	90	Localized Repair	-	-	-	-	-	-	-	-	-
	90	89	Localized Repair	-	-	-	-	-	-	-	-	-
	89	95	Localized Repair	-	-	-	1	-	-	-	-	-
	95	94	Open Trench	-	1	-	4	-	-	-	-	-
			TOTAL	3	31	1	23	1	1	-	2	1

**The Contractor is advised that these quantities provided are for estimating purposes only and the County makes no guarantee as to the actual quantity required.**

Full compensation for conforming to the provisions in this section, including verification of the conflicts, and coordinating adjustments or relocations to resolve the conflicts, 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 therefor.

100-11.1. Reset Water Meter/Water Meter Box

Water meter adjustments shall be coordinated with the City of Burlingame Water Department. Resetting of water meter boxes (replacing and lowering or raising boxes to grade) and resetting of water meters (moving out of the way to facilitate construction and then reconstructing, with new boxes, at the original location) shall be performed by the Contractor.

The City of Burlingame will furnish replacement covers for the water meter boxes. If the existing covers are found to be in good condition and matching the style of the replacement covers, they may be reused, and the Contractor can return any unused

replacement covers to the City. The Contractor shall contact the City of Burlingame corporation yard at 650-558-7670 to arrange pickup of the boxes. The Contractor shall contact the City at least 5 working days in advance of pickup.

The reset facilities shall conform to City of Burlingame specifications and requirements. Refer to the City of Burlingame Water System Standard Specifications and Standard Drawings, dated February 2020.

Water shutoffs require 48 hours' written notice to the affected resident and to the City of Burlingame Water Department. The Contractor shall coordinate with the City of Burlingame to select a location for the relocated water meter.

Upon completion of utility adjustments done by the Contractor, the Contractor shall provide written documentation obtained from the City of Burlingame regarding their acceptance of the facility work.

The Contract unit price paid per each for "Reset Water Meter Box" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in resetting water meter box, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

The Contract unit price paid per each for "Reset Water Meter" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in relocating the water meter, including salvaging, temporarily removing, and resetting the existing water meter, reconnecting to the existing water customer service line, and coordinating water shutoffs with residents and City of Burlingame, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The County reserves the right to eliminate this item, "Reset Water Meter," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any costs. The

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of these items, "Reset Water Meter Box," and "Relocate Water Meter," required. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

100-11.2. Water Line Crossings

This work shall consist of relocating water service line crossings to avoid conflict with the sanitary sewer line. Water service line are anticipated to consist of copper tubing.

Water service line relocations or adjustments shall be coordinated with the City of Burlingame Water Department. Relocations of existing water service lines shall be performed by the Contractor.

Relocations of water mains, if required, shall be performed by the City of Burlingame.

The relocated facilities shall conform to City of Burlingame specifications and requirements.

Upon completion of utility adjustments done by the Contractor, the Contractor shall provide written documentation obtained from the City of Burlingame regarding their acceptance of the facility work.

The Contract unit price paid per each for "Relocate Water Service Line" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in relocating the water service line to avoid conflict with the sanitary sewer, including notifications and coordination with the City of Burlingame, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of these items, "Relocate Water Service Line," required. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

Full compensation for coordination with the City of Burlingame to adjust or relocate their facilities, including notifications, shall be considered as included in unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefor.

100-11.3. Gas Line Crossings

The Contractor shall coordinate gas main and service line adjustments with Pacific Gas and Electric (PG&E). Adjustments or relocations shall be performed by PG&E. **The Contractor shall coordinate with PG&E as may be necessary to have them on standby to perform the relocations as may be necessary for the project. PG&E schedules work at least two (2) days in advance.**

Full compensation for coordination with PG&E to adjust or relocate their facilities, including notifications, shall be considered as included in unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefor.

100-12. Protection of Existing Installations

The Contractor shall adequately protect, and stabilize as necessary, and utilities or structures within or adjacent to the trench which are intended to remain protected in place during construction. For stabilization of joint poles, the Contractor shall coordinate with PG&E.

The Contractor is advised that he will be required to correct or replace, without delay, any and all damage to existing structures, utilities and equipment resulting from his operation. The Contractor is advised that existing utilities, as shown on the Plans, may be very close to the proposed sanitary sewer. Any required construction techniques performed by the Contractor to support such utilities shall be at no extra cost to the County.

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

100-13. Removal of Naturally Occurring Asbestos

The Contractor is advised that naturally occurring asbestos, in the form of serpentine rock, which was found in a small portion of the project area at the west end of Adeline Drive, near Blackhawk Lane during exploratory drillings. **The Contractor's attention is directed to Section 100-1, "Subsurface Conditions Data".**

Soil samples were tested and found to exceed the Title 22 threshold concentration of 1%; therefore, the tested soil samples contain asbestos at hazardous levels. Soil handling and disposal of asbestos must be carried out under the supervision of an Industrial Hygienist, retained by the Contractor.

An Industrial Hygienist, certified in the State of California, shall prepare an Asbestos Mitigation Work Plan, which describes safe handling and disposal requirements. This work may include identification of naturally occurring asbestos within the excavation areas, mitigation of dust through watering or other methods, tarping materials during transport, and proper disposal to a landfill which accepts soils containing asbestos at hazardous concentrations.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

The Contractor shall remove and dispose of naturally occurring asbestos encountered during excavations in conformance with Section 25914.1 of the Health and Safety Code. When collecting and disposing of naturally occurring asbestos, the Contractor shall take care not to mix spoils from excavations which do not have naturally occurring asbestos with hazardous soils.

The Contractor shall comply with all applicable occupational safety and health (OSHA) standards, rules, regulations and orders established by Federal and State Agencies for construction.

The Contract lump sum price paid for "Asbestos Mitigation Work Plan" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in developing an asbestos mitigation work plan by a certified Industrial Hygienist, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The Contract unit price paid per day for “Asbestos Monitoring” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in monitoring excavations to identify naturally occurring asbestos, and monitor handling and air quality operations, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

The Contract unit price paid per cubic yard for “Asbestos Disposal” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing naturally occurring asbestos encountered during excavation, including petromat, and properly disposing of hazardous waste at an appropriate facility, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of these items, “Asbestos Monitoring”, and “Asbestos Disposal,” required. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to these items of work.

100-14. Project Record Drawings

The Contractor shall maintain up to date record drawings during the course of the work. Prior to final acceptance of the project, the Contractor shall submit a complete set of “as built” record drawings. All reference dimensions, corrections to existing data

shown on the plans, and revisions to the constructed improvements shall be shown on the record drawings.

Record drawings must be submitted and approved by the Engineer before the County releases retention on the project.

“As built” drawings shall be reviewed as part of each progress payment. Payments will not be approved if such drawings are not marked with up to date record information as of the date of the progress payment submission.

Full compensation for conforming to the provisions of this Section 100-14, “Project Record Drawings,” shall be considered as included in unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefor.

100-15. Cleaning Up

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. On or before the acceptance of the work, the Contractor shall carefully clean out all pits, chambers or conduits, shall tear down and remove all temporary structures built by him, and shall remove rubbish of all kinds from any of the grounds which he occupied and leave them in an acceptable condition, all to the satisfaction of the Engineer.

Excess dirt or soil material and waste materials, including rubbish of any kind, shall become the property of the Contractor and shall be disposed of outside of the public right of way in accordance with Section 7-15, “Disposal of Material Outside the Highway Right Of Way,” of these Special Provisions. The Contractor shall pay for all disposal costs without any increase in the Contractor's bid price.

Full compensation for conforming to the provisions of this Section 100-15, “Cleaning Up,” shall be considered as included in unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

100-16. Documentation of Existing Conditions

Prior to the start of construction work, the Contractor shall thoroughly document and record the existing conditions throughout the project site with photographs and/or videotape. Recording shall include and show every detail of existing improvements, including the current condition of any features within the limits of work.

Recommended features to document are as follows, but are not limited to:

- Streets adjacent or nearby the work
- Easement areas where work is being performed or through which the Contractor will travel to access the area where work will be performed
- Driveways, Sidewalks, Pavers, Curbs, Valley Gutters, and other Surface Concrete
- Mailboxes
- Utility covers
- Poles
- Landscaping
- Fences
- Drainage Structures and Channels
- Sewer Manholes
- Trees
- Face of buildings nearby the work

The Contractor shall take additional photos as needed of those surface features which will be disturbed during construction, including photos of areas where the work will tie into existing features. Photos and/or videotape shall be delivered to the Engineer at the pre-construction meeting.

Full compensation for conforming to the provisions of this Section 100-16, "Documentation of Existing Conditions," shall be considered as included in unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefor.

**END OF SECTION**

**SECTION 101.**  
**CONSTRUCTION STAKING AND LAYOUT**

Section 5-1.07, "Lines and Grades," of the Standard Specifications shall not apply to this section.

**The extent of staking to complete the project as shown on the drawings is at the Contractor's discretion. Electronic files may be provided upon request for comprehensive horizontal control data not shown on plans.**

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

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

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

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

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

Full compensation for construction staking and layout, including, but not limited to, doing all work involved in monument and survey point preservation, construction staking, surveying, and layout, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

**END OF SECTION**

**SECTION 102.**  
**SANITARY SEWER REPLACEMENT**  
**(OPEN-TRENCH METHOD)**

Except as provided for under Sections 104, “Sanitary Sewer Manholes/Structures,” 106, “Sanitary Sewer Testing,” and 107, “Restoration of Paved Surfaces and Improvements,” the work performed under this Section 102, “Sanitary Sewer Replacement (Open-Trench Method),” shall consist of furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work required to replace designated sanitary sewer lines by the open-trench method, including, but not limited to removal of existing sanitary sewer pipe and installation of new polyvinyl chloride (PVC) pipe, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**Reference is made to Sections 19, “Earthwork,” 100-10, “Sanitary Sewer Bypass Pumping,” 103, “Trench Safety, Trenching and Trench Backfill,” 106, “Sanitary Sewer Testing,” and 107, “Restoration of Paved Surfaces and Improvements,” of these Special Provisions.**

Plastic pipe shall conform to Section 64, “Plastic Pipe,” of the Standard Specification and these Special Provisions. Section 5-1.116, “Differing Site Conditions,” of the Standard Specifications shall not apply to this item.

102-1. Polyvinyl Chloride (PVC) Pipe

Polyvinyl chloride (PVC) pipe shall be AWWA C900 pipe, DR 18, conforming to ASTM Specification D1784.

Joints shall be a bell and spigot assembly with elastomeric sealing gaskets. Sealing gaskets shall meet the requirements of ASTM Specification F477, and joints shall meet the requirements of ASTM Specification D3139.

Pipe joints shall be made using manufactured PVC couplings. Band-type compression couplings will not be allowed.

3-degree fittings for pipes with tight radii (less than 150 feet) may be used in accordance with the Plans. These fittings are custom-made, and can be ordered from Specified Fittings, LLC, or approved equal. Specified Fittings, LLC’s contact information is provided below:

Specified Fittings, LLC  
 164 West Smith Road

P.O. Box 28157  
Bellingham, WA 98228-0157  
[sales@specfit.com](mailto:sales@specfit.com)

The Contractor shall take into consideration the lead time for these custom fittings when scheduling the work. Radii of all pipe segments are provided in the Plans to facilitate Contractor's estimate of the number of fittings needed.

Trench backfill and bedding shall be as shown on the Plans (refer to the "Trench Backfill and Bedding Details for Sewer Pipe"). Whenever the bottom of the trench is rocky, soft, yielding, or in the opinion of the Engineer is otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be removed to a depth such that replacement with crushed rock will provide a stable and satisfactory foundation.

Trenches shall be kept free from water while the pipe is installed, concrete is setting and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage. When water is encountered in pipe trenches, the Contractor shall furnish, install and operate such pumps or other devices that may be necessary for removing the water.

New PVC pipe entering or leaving sanitary sewer manholes shall have a water stop gasket attached to it. The water stop gasket shall conform to the pipe manufacturer's specifications. The water stop gasket shall be seated firmly around the pipe exterior and be cast into the concrete structure. The inside of the manhole barrel shall be neatly finished. Manhole bottom shall be re-channelized as necessary to provide smooth transitions with good hydraulic properties. Any line to be connected to existing manhole, unless otherwise shown on the Plans, shall be installed by forming a new channel with the top invert of the newly installed pipe to the same elevation as the top invert of the existing main sewer.

In addition, the Contractor is advised to exercise caution in making his connections to existing manholes. The Contractor shall be responsible for damage to said structures caused by his operations, and shall repair or replace damaged structures at his own expense, according to the directions, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

#### 102-2. Vitrified Clay Pipe (VCP)

The Contractor shall match the existing pipe material when replacing a small portion of the sewer main for localized repairs or when replacing damaged sewer mains

concurrent with manhole replacement work. When sewer pipes are replaced over the full segment length, from manhole to manhole, PVC shall be used in accordance with Section 102-1, "Polyvinyl Chloride (PVC) Pipe", of these Special Provisions.

Vitrified clay pipe shall conform to the following:

1. Pipe and fitting shall be extra strength, unglazed, bell and spigot conforming to ASTM C700.
2. Joints shall be a bell and spigot assembly with flexible compression type gaskets made of plasticized polyvinyl or polyurethane conforming to ASTM C425.
3. Couplings to be used, if necessary, shall be a band-seal type with outside stainless steel shear ring.

Where shown on the Plans, new VCP pipe shall be connected to existing sanitary sewer lines. It is the responsibility of the Contractor to determine the exact location and depth of existing sanitary sewers prior to the laying of any sanitary sewer pipe. The Contractor shall also determine the elevation of the plumbing outlet of the structure to be connected and decide whether the required grade can be maintained between the outlet and the main sanitary sewer prior to construction of any portion the side sanitary sewer.

The Contractor is advised to exercise caution in making his connections to existing sanitary sewer lines. The Contractor shall be responsible for any damage to said sanitary sewer pipe caused by his operations, and shall replace damaged pipe with new six inch (6") VCP pipe at his own expense, according to the directions and to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

Vitrified clay pipe shall be of the same size of pipe replaced.

All excavations shall be open cut from the surface, and no tunneling will be allowed.

The width of the trench at the bottom shall be six inches (6") wider than the exterior or diameter of the pipe on each side of the pipe.

Bedding for VCP shall be graded to two inches (2') below the finished invert pipe grade. Bedding subgrade shall be hand dug to accurate grade.

Where trench is in rock, the excavation must be a minimum of three inches (3") below the grade, and the bottom brought to grade with earth compacted as required by the Plans, and as directed by the Engineer.

Wherever the bottom of the trench comes in mud, quicksand, or other unsuitable materials, the bottom must be made solid by completely replacing the native material with suitable crushed rock.

All pipe shall be distributed in place upon the surface before being laid in the trenches, and sufficient pipe shall be on hand at all times for one day's operation.

Each pipe, including the bell, shall be laid on a firm bed throughout the entire length, and precisely on the grade and line set by the Engineer.

The ends of the pipe, when laid in the trench, shall abut squarely and closely against each other in such manner that there shall be no shoulder or unevenness along the bottom half of the interior of the pipe.

Water shall not be allowed to run through the newly laid pipes.

Before leaving the work at any time, the sewer shall be securely closed at its open end, and after the work is completed, the pipe shall be carefully and thoroughly cleaned of all refuse, earth, stones and rubbish.

After the pipes have been properly laid, the space between them and the sides of the trench shall be filled with fine earth or sand and carefully tamped with small tampers so as not to disturb the pipe, but no backfilling shall be done until the work is inspected and approved.

The remainder of the trench shall be backfilled in multiple lifts. In conformance with Section 19-3.06, "Structure Backfill," of the Standard Specifications, each lift shall not exceed 0.67-foot before compaction and shall be compacted to ninety-five percent (95%) relative compaction. Testing method shall be at the discretion of the Engineer. No tamping shall be undertaken except under the direct supervision of the Engineer.

All compacted materials may be tested by the County. The County pays for first test only. All subsequent tests of failed sections shall be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore. The Contractor shall notify the County a minimum of one (1) working day prior to when compacted materials are ready to be tested.

No permanent surface improvements shall be constructed over trenches or embankments until the required ninety-five percent (95%) compaction is obtained.

Any surplus excavated material or debris resulting from this operation shall become the property of the Contractor and shall be disposed of outside of the highway

right of way in accordance with Section 7-15, "Disposal of Material Outside of the Highway Right of Way," of these Special Provisions.

Sanitary sewer service shall be restored to all properties on the same day that it is disrupted.

Any temporary hookups necessary to restore sanitary sewer service at the end of each days' work, and any labor or materials required to accomplish this, shall be considered as included in the Contract unit price paid per linear foot for this item, "Vitrified Clay Pipe (VCP)," and no additional compensation will be allowed therefore.

The Contractor is responsible for any damages to new or existing facilities and materials as a result of his operation. Said damages shall be repaired or replaced at the Contractor's expense, as directed by and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

Measurement of vitrified clay pipe will be made along the centerline of the pipe after the pipe has been placed.

Full compensation for vitrified clay pipe (VCP), including furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in supplying and installing vitrified clay pipe, complete in place, including, but not limited to, excavation and backfill, and all other work as required by the Engineer to complete the installation, as shown on the Plans, shall be considered as included in the unit prices paid for the various Contract items of work involved ("Sanitary Sewer Main Localized Repair (up to 15 feet)", "Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Shoulder/Valley Gutter/Embankment", "Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Driveway", "Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Street", "Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Easement", "Install New Shallow Sanitary Sewer Manhole in Street") and no additional compensation will be made therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of this item, "Vitrified Clay Pipe Required," required. The provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.

#### 102-3. Pipe Replacement (Open-Trench Method)

Installation shall be in accordance with these Special Provisions and the pipe

manufacturer's installation guide. All applicable safety regulations shall be followed. The inside diameter of an installed section of PVC pipe shall not be allowed to deflect more than five percent (5%).

The Contractor's attention is directed to Section 102-3 (A), "Connection to Sanitary Sewer Manhole," of these Special Provisions for provisions governing all PVC pipes entering or leaving a sanitary sewer manhole.

Existing sanitary sewer pipe to be replaced shall be removed. Existing sanitary sewer pipe removed, as well as any other rubbish of any kind, shall become the property of the Contractor and shall be disposed of properly outside the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Before PVC sewer pipe is placed in position in the trench, the bottom and sides of the trench shall be carefully prepared, the required bedding placed, and bracing and sheeting installed where required. The trench shall be excavated to the dimensions shown on the drawings. Each pipe shall be accurately placed to the line and grade called for on the Plans.

All pipe and fittings shall be inspected by the Engineer before being placed in the trench. The Contractor shall use fittings not exceeding 3 degrees per joint and smaller cut pipe sections not less than 2 feet in length to match the horizontal radii of the existing sewer pipe.

Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. Variations of the installed pipe from the vertical alignments shown on the Plans shall not exceed one-quarter inch (0.25") at any given point. In no case will level or reverse slopes be allowed.

Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to grade with approved compacted materials.

Pipe trenches shall be kept free from water during pipe laying, joining or before sufficient backfill has been placed to prevent flotation of the pipe. The Contractor may use sump pumps or any other approved devices to remove water from the trench bottom. The Contractor shall provide ample means and devices to promptly remove and dispose of all water from any source entering the trench.

**The Contractor shall comply with all the National Pollutant Discharge**

**Elimination System (NPDES) regulations.**

No connection shall be made where joint surfaces and joint materials have been soiled by earth until such surfaces are thoroughly cleaned.

As the work progresses, the interior of all pipes shall be kept clean. After each line of pipe has been laid, it shall be carefully inspected and all earth, trash, rags, and other foreign matter removed from the interior.

Backfilling of trenches shall be started immediately after the pipe is placed in the trench. Backfill material placed under the haunches shall be shovel sliced and/or compacted.

At end of each day the Contractor shall plate the end of the installed pipe.

**The Contractor's attention is directed to Section 103, "Trench Safety, Trenching and Trench Backfill", for sewer pipe backfill requirements.**

**(A) Connection to Sanitary Sewer Manholes**

Connection of PVC sewer pipe to existing sanitary sewer manholes shall be made by cutting an opening in the wall of the existing structure, inserting a length of PVC pipe into the opening and trimming flush with the interior the manhole wall, filling around the pipe with non-shrink grout, and troweling the inside and outside surfaces of the joint to a neat finish. Said opening shall not be greater than two inches (2") larger than the outside diameter of the pipe. Care shall be exercised in cutting these openings to prevent cracking or breaking of said sanitary sewer manhole. Pipe openings broken in a ragged and unworkmanlike manner, as determined by the Engineer, shall be rejected and either repaired or replaced, as directed by the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefor.

All PVC pipe entering or leaving a manhole shall have a water stop gasket, as supplied by the pipe manufacturer, firmly seated around the pipe exterior and perpendicular to the pipe axis. Said water stop gasket shall be cast into the structure base or near the structure wall center as a water stop. Said water stop may also consist of a manhole coupling with rubber sealing rings cast into the structure base.

The bottom of the manhole shall be shaped to fit the invert of the sewer pipe.

New sanitary sewer manhole connections to poured in-place manholes shall be made with manhole adapters or water stops.

(B) Cleanup

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right of way in a clean, neat and serviceable condition.

Replacement of pipes by the open trench method shall be measured on the horizontal between the center to center of sanitary sewer manholes, including wyes installed along the sanitary sewer main, regardless of the amount of pipe ordered.

The Contract unit prices paid per linear foot for “Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street” shall include full compensation for furnishing all labor, materials (including PVC sewer pipe), tools, equipment, and incidentals, and for doing all work involved in installing PVC sewer pipe (including connection to sanitary sewer manholes), including removal and disposal of existing pipe, which may be vitrified clay pipe (VCP), PVC pipe, or ductile iron pipe (DIP), as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of sanitary sewer main required to be replaced by open-trench. The provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to the item of “Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street”.

Full compensation for sawcutting asphalt concrete or Portland concrete pavement, pipeline excavation and backfill, including bedding material and structural backfill material, disposal of surplus or unsuitable earth and pavement (including petromat), removal and disposal of existing sewer pipe, dewatering, cleaning, pipe with joints and all required fittings, and connections to manholes, complete in place, will be considered as included in the Contract linear foot price paid for “Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street”, and no separate payment will be made therefor.

**Trench Safety and Restoration of Paved Surfaces and Improvements, including Asphaltic Emulsion (Prime Coat and Paint Binder), will be paid as separate bid items.**

**Full compensation for Sanitary Sewer Testing (including television**

**inspection) and Sanitary Sewer Bypass Pumping shall be considered as included in the various items of work.**

102-4. Sanitary Sewer Main Localized Repair

Sanitary sewer main repairs shall conform to these Special Provisions, the Plans, and as directed by the Engineer, and shall be defined as any sanitary sewer main localized repair of fifteen linear feet (15 LF) or less in length.

Localized repair segments shall consist of VCP conforming to Section 102-2, "Vitrified Clay Pipe (VCP)" of these Special Provisions.

The Contractor is advised that the quantities and locations shown on the Plans are approximate only, and the exact quantities and locations of sanitary sewer main repairs may change depending upon what is revealed from the closed circuit television inspection performed under item 106-4, "Closed Circuit Television (CCTV) Inspection of Sanitary Sewer Lines," of these Special Provisions. As such, quantities for sanitary sewer main repairs will be determined as units from actual count.

Under this item of work, the Contractor shall perform localized repairs of the sanitary sewer main by furnishing and installing new sanitary sewer main to replace the damaged section of sanitary sewer main. All work shall comply with the standards and specifications used by the District. Couplings shall be bandseal type sewer repair couplings with outside stainless steel shear ring.

All pipe and fittings shall be inspected by the Engineer before being placed in the trench. The Contractor shall use fittings not exceeding 3 degrees per joint and smaller cut pipe sections not less than 2 feet in length to match the horizontal radii of the existing sewer pipe.

During the course of this work, if it is determined by the Engineer that there are additional lengths of sanitary sewer main requiring repair, then the additional lengths of damaged sanitary sewer main shall be repaired and compensated for as follows:

- (1) If it determined by the Engineer that the damaged was caused by the Contractor's operations, the Contractor shall repair the additional length of damaged sanitary sewer main to the satisfaction of the Engineer, all at the Contractor's expense, and no additional compensation will be allowed therefor.
- (2) If it is determined by the Engineer that the additional lengths of existing sanitary sewer main are damaged beyond the defined fifteen linear feet (15 LF) for a sanitary sewer main repair, and said damage was not due to the Contractor's

operations, the Contractor shall, after obtaining approval from the Engineer, repair the damaged portion of sanitary sewer main and be compensated as an additional sanitary sewer main repair for each additional fifteen linear feet (15 LF) of sanitary sewer main requiring such repair.

Before the damaged length of pipe is replaced, the interior of the preceding pipe shall be carefully cleaned of all dirt and debris.

After the new length of pipe has been properly laid, the space between the pipe and the sides of the trench shall be filled with structure backfill, in conformance with the Plans (refer to the “Trench Backfill and Bedding Detail for Sewer Pipe”), and carefully tamped with small tampers so as not to disturb the pipe, but no backfilling shall be done until the work is inspected and approved.

The remainder of the trench shall be backfilled in multiple lifts. In conformance with Section 19-3.06, “Structure Backfill,” of the Standard Specifications, each lift shall not exceed 0.67-foot before compaction and shall be compacted to ninety-five percent (95%) relative compaction. Testing method shall be at the discretion of the Engineer. No tamping shall be undertaken except under the direct supervision of the Engineer.

All materials removed by the Contractor during the course of this work shall become the property of the Contractor and shall be disposed of outside the Highway Right of Way in accordance with Section 7-15, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions.

**The Contractor’s attention is directed to the fact that localized repairs may impact sanitary sewer lateral connections.** Should this occur:

- i. The Contractor shall use his own methods to determine if said sanitary sewer lateral is active or inactive.
- ii. If active and the sanitary sewer lateral connection is impacted by the sanitary sewer main repair work, the sanitary sewer lateral connection shall be replaced and compensated for in conformance with Section 102-5, “Reconnect Sanitary Sewer Laterals (Open Trench Method),” of these Special Provisions.
- iii. If inactive, the Contractor shall plug the sanitary sewer lateral, at the edge of the trench, using Class 3 concrete to a minimum length of one foot (1’). Full compensation for plugging inactive sanitary sewer laterals shall be considered as included in the various Contract items of work, and no additional compensation will be allowed therefor.

The Contract unit prices paid per each for this item, “Sanitary Sewer Main Localized Repair (up to 15 feet),” shall include full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in repairing sanitary sewer main, including, but not limited to, locating the localized repair, excavation and backfill, saw-cutting, excavation dewatering, new pipe and couplings, removal and disposal of sanitary sewer main and excavated material (including petromat), and incidental work necessary to restore service, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of this item, “Sanitary Sewer Main Localized Repair (up to 15 feet)” required. The provision of the Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to this item.

The County reserves the right to eliminate this item, “Sanitary Sewer Main Localized Repair (up to 15 feet),” from the Project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

102-5. Reconnect Sanitary Sewer Laterals (Open-Trench Method)

**The Contractor’s attention is directed to the fact that sanitary sewer laterals will be impacted by sanitary sewer replacement work. The Contractor is advised that the laterals shown on the project plans are for informational purposes and the County makes no guarantee as to the actual quantity of existing sanitary sewer laterals requiring connection. The Contractor shall use his/her own methods to locate and verify all active and inactive laterals prior to performing manhole replacement.**

Work included is as follows:

1. Location of service laterals
2. Excavation and exposure of connection
3. Disconnection and permanent reconnection
4. Restoration of excavated area

Existing sanitary sewer lateral reconnections shall be made to the new PVC sewer

pipe using PVC lateral wyes, all installed in accordance with the manufacturer's written instructions, the Plans, and as directed by the Engineer. **No tee installations will be allowed.**

The PVC lateral reconnections shall be watertight and shall have the same structural integrity as the new PVC sewer pipe.

All in-service "live" laterals shall be constructed of new SDR 26 PVC sewer pipe.

The standard length of sanitary sewer lateral reconnections shall be a maximum of five feet (5'), including wyes or tapping product, angled fittings, transition coupling, new PVC lateral pipe, connections to the mainline pipe, and connections to the existing lateral pipe, and will be measured from the centerline of the sanitary sewer main. Any increase in this five-foot (5') length, to match field conditions, shall be approved by the Engineer.

Full compensation for such additional length of sanitary sewer lateral requiring replacement due to damage not caused by the Contractor's operations, as determined by the Engineer, shall be considered as included in the Contract unit price paid per each for "Sanitary Sewer Lateral Replacement" and no separate payment will be made therefor. Such additional length of sanitary sewer lateral requiring replacement due to damage caused by the Contractor's operations, as determined by the Engineer, shall be replaced all at the Contractor's sole expense, and no additional compensation will be allowed therefor.

The Contractor shall connect the new (reconnected) sanitary sewer lateral pipe to the existing sanitary sewer lateral pipe by using a transition coupling, or approved alternative pipe connector, of suitable size and with an outer stainless steel shear ring. The existing sanitary sewer lateral shall be sawn to provide a neat and clean edge prior to installation of the transition coupling.

**Additional requirements for sanitary sewer lateral work:**

- i. The Contractor shall notify the Engineer and the affected property owner/resident not less than five (5) working days prior to start of any work that a disruption in service will occur. Notification shall include the date and estimated time of disruption.**
- ii. The content, format and method of delivery of such notices shall be approved by the Engineer prior to distribution. The Contractor is advised that these notices shall not be placed in mailboxes, as it is a violation of federal postal regulations.**

**iii. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until such notices are distributed.**

The Contract unit price paid per each for “Reconnect Sanitary Sewer Lateral (Open-Trench Method)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work required to reconnect sanitary sewer laterals, complete in-place, including pavement restoration, and replacement of up to 5 feet of sanitary sewers laterals, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of sanitary sewer laterals required to be reconnected. The provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to the item of “Reconnect Sanitary Sewer Laterals (Open-Trench Method)”.

Full compensation for replacement of up to five (5) feet of laterals connected to the sanitary sewer manhole shall be considered as included in the Contract unit price paid per each for this item, “Remove and Replace Existing Sanitary Sewer Manholes,” of these Special Provisions, and no additional compensation will be allowed therefor.

**102-6. Sanitary Sewer Lateral Replacement**

Sanitary sewer lateral replacement shall conform to these Special Provisions and as directed by the Engineer. This section covers additional sanitary sewer lateral replacement beyond the five-foot (5’) length of lateral replacement which is included in the Contract unit price paid per each for “Reconnect Sanitary Sewer Lateral (Open-Trench Method)”.

The Contractor’s attention is directed to the fact that a quantity of **fifty linear feet (50 LF)** of sanitary sewer lateral replacement herein is provided for estimating purposes only, and the County makes no guarantee as to the actual quantity of sanitary sewer lateral requiring replacement.

Under this item of work, those sanitary sewer laterals found by the Engineer to be shallow and in need of replacement, shall be replaced to the lines and elevations established by the Engineer, and shall be installed in conformance with the details on the Plans. All work shall comply with the standards and specifications used by the District.

**The Contractor shall notify the Engineer not less than two (2) days prior that**

**an impending replacement is to be made, and the affected property owner shall be informed, by door hangars or flyers, that a disruption of service will occur.**

Sanitary sewer service shall be restored to all properties on the same day that it is disrupted.

Before each new length of pipe is placed, the interior of the preceding pipe shall be carefully cleaned of all dirt and debris.

Replaced sanitary sewer laterals shall be 4" polyvinyl chloride (PVC) pipe and shall conform to ASTM Specification D3034, SDR 26, and to these Special Provisions, the Plans, and as directed by the Engineer.

Joints shall be a bell and spigot assembly with elastomeric sealing gaskets. Sealing gaskets shall meet the requirements of ASTM Specification D1869. Solvent joints will not be allowed.

Pipe joints shall be made using manufactured PVC couplings. Band-type compression couplings will not be allowed.

Where shown on the Plans, new PVC pipe entering or leaving sanitary sewer manholes shall have a water stop gasket attached to it. The water stop gasket shall conform to the pipe manufacturer's specifications. The water stop gasket shall be seated firmly around the pipe exterior and be cast into the concrete structure. The inside of the manhole barrel shall be neatly finished. Manhole bottom shall be re-channelized as necessary to provide smooth transitions with good hydraulic properties. Any line to be connected to existing manhole, unless otherwise shown on the Plans, shall be installed by forming a new channel with the top invert of the newly installed pipe to the same elevation as the top invert of the existing main sewer.

In addition, the Contractor is advised to exercise caution in making his connections to existing sanitary sewer lines or manholes. Damage to existing sanitary sewer facilities to remain as a result of the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor, all at Contractor's sole expense and to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

Where new PVC pipe connects to existing sanitary sewer lines, it is the responsibility of the Contractor to determine the exact location and depth of the existing sanitary sewer lines prior to the laying of any sanitary sewer lateral pipe.

The Contractor is advised to exercise caution in making his connections to existing sanitary sewer lines. The Contractor shall be responsible for any damage to said

sanitary sewer pipe caused by his operations, and shall replace damaged pipe with new PVC pipe of the same pipe diameter at his own expense, according to the directions and to the satisfaction of the Engineer, and no additional compensation will be allowed therefor. Before each new length of pipe is placed, the interior of the preceding pipe shall be carefully cleaned of all dirt and debris.

After the pipes have been properly laid, the space between them and the sides of the trench shall be filled with structure backfill, in conformance with the Plans (refer to the "Trench Backfill and Bedding Detail for Sewer Pipe"), and carefully tamped with small tampers so as not to disturb the pipe, but no backfilling shall be done until the work is inspected and approved.

The remainder of the trench shall be backfilled in multiple lifts. In conformance with Section 19-3.06, "Structure Backfill," of the Standard Specifications, each lift shall not exceed 0.67-foot before compaction and shall be compacted to ninety-five percent (95%) relative compaction. Testing method shall be at the discretion of the Engineer. No tamping shall be undertaken except under the direct supervision of the Engineer.

Sanitary sewer laterals that are removed by the Contractor and any surplus excavated material or debris resulting from this operation shall become the property of the Contractor and shall be disposed of outside of the highway right of way in accordance with Section 7-15, "Disposal of Material Outside of the Highway Right of Way," of these Special Provisions.

Fencing, landscaping, and any other improvements that must be removed or relocated shall be evaluated on a case-by-case basis, and shall be paid as extra work in accordance with provisions of Section 4-1.03D, "Extra Work," of the Standard Specifications, unless already accounted for in these Special Provisions.

Measurement per linear foot for this item, "Sanitary Sewer Lateral Replacement," shall be made along the centerline between the centers of the two joints for making the replacement.

The Contract unit price paid per linear foot for this item, "Sanitary Sewer Lateral Replacement," shall include full compensation for providing all the necessary labor, materials, tools, equipment and incidentals, and for doing all the work involved in sanitary sewer lateral replacement, including, but not limited to, excavation and backfill, trench safety, excavation dewatering, sewage bypassing, saw-cutting, new lateral pipe and couplings, removal and disposal of existing sanitary sewer lateral and excavated

material, including petromat, and incidental work necessary to restore service, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment of the Contractor bid price will be made for any increase or decrease in the quantity of this item, "Sanitary Sewer Lateral Replacement," required. The provision of the Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item.

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

**END OF SECTION**

**SECTION 103****TRENCH SAFETY, TRENCHING AND TRENCH BACKFILL****103-1. Sheeting and Shoring**

Attention is directed to Section 5-1.02A, "Trench Excavation Safety Plans," and Section 7-1.01E, "Trench Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall prepare and submit to the Engineer for approval a detailed Trench Excavation Safety Plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Where sheet piling, shoring, sheeting, bracing or other supports are necessary, they shall be furnished, placed, maintained and, except as shown or specified otherwise, removed by the Contractor.

The design, planning, installation and removal, if required, of all sheeting, shoring, sheet piling, lagging and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.

The use of horizontal strutting below a pipe barrel or the use of the pipe as support for trench bracing will not be permitted.

When the construction sequence of structures, pipe laying, etc. requires the transfer of bracing, shoring or other means of support to complete portions of any structure, pipe laying, etc., the Contractor shall secure written acceptance from the Engineer prior to the installation of such bracing.

California Labor Code Section 6705 and all applicable Construction Safety Orders and shoring system standards with respect to excavation and construction shall be strictly observed at all times.

**103-2. Trenching and Trench Backfill**

Full compensation for conforming to the following subsections of this Section 103-2, "Trenching and Trench Backfill," of these Special Provisions 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.

The Contractor is advised the County makes no guarantee as to the suitability of native material for use as trench backfill. Therefore:

- (1) All existing trench excavation material determined to be unsuitable for trench backfill by the Engineer shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions and in conformance with local agency requirements; and
- (2) All existing structure excavation material determined to be suitable for trench backfill material by the Engineer may be used in conformance with the Plans and these Special Provisions, and the directions of the Engineer.
- (3) Manhole Safety:

The Contractor shall comply with all applicable occupational safety and health (OSHA) standards, rules, regulations and orders established by Federal and State Agencies.

The atmospheric condition in manholes shall be tested for possible oxygen deficiency and the presence of poisonous, toxic or explosive gases before entering. Sufficient ventilation shall be provided to ensure the safety of workers working in the manhole. The Contractor is required to provide all safety equipment for manhole entry and appropriate attire is required for those who are working in the manhole.

The minimum crew shall be three (3) workers, or two (2) workers and a safety winch: the worker who will go into the hole, the lifeline attendant, and an assistant (or safety winch) on the surface.

Specific attention is directed to OSHA safety rules, regulations and precautions to be taken by the Contractor before entering sanitary sewer manholes, and other sanitation structures with respect to physical and chemical hazards that may be present.

#### 103-3. Trench Dewatering

Refer to Section 19-4, "Excavation Dewatering," of these Special Provisions.

#### 103-4. Compaction

Refer to Section 19-2.3, "Percent Compaction," of these Special Provisions.

## 103-5. Pipeline Backfill

### 1. Bedding

Unless otherwise indicated, all pipes shall have a minimum of four inches (4") of bedding material below the barrel of the pipe. Bedding shall be placed and compacted as specified for initial trench backfill and shall be shaped around the barrel of the pipe. Bedding material shall be as designated on the Plans. The size of gradation shall fall within the limits designated on the Plans.

Where, in the opinion of the Engineer, stabilization of the undisturbed foundation below the bedding, or over-excavation beyond the depth shown is required because of soft, spongy or unstable condition, additional bedding ordered by the Engineer shall be placed in the trench bottom. The quantity and placement of such material will be paid for as extra work, except if the over-excavation is noted at specified locations in the Contract documents.

### 2. Initial Backfill

After the pipe has been properly laid and inspected, bedding material shall be placed from pipe horizontal centerline to a level not less than twelve inches (12") over the pipe unless otherwise shown. The backfill material shall be hand-placed in horizontal layers not exceeding eight inches (8") in loose depth and compacted by power-operated tampers, rollers or vibratory equipment to a dry density equal to ninety-five percent (95%) of maximum.

Each layer shall be compacted to the specified density prior to placing subsequent layers. Compaction by flooding or jetting methods will not be permitted. No further backfilling will be permitted until the initial backfill has been accepted by the County.

### 3. Subsequent Trench Backfill

Backfill shall be structure backfill material, as designated on the Plans and specified in these Special Provisions, placed in horizontal layers not exceeding eight inches (8") in loose depth. Fill material shall have a moisture content such that the required degree of compaction may be obtained. Each layer shall be compacted by power-operated tampers, rollers, or other suitable equipment to a dry density equal to the surrounding material but not less than ninety-five percent (95%) relative compaction. Each layer shall be compacted to the specified density prior to placing subsequent layers.

The finishing of the roadway (aggregate base and asphalt concrete) shall match the existing finishing and be constructed to the requirements of the County of San Mateo. **Reference is made to Section 107, "Restoration of Paved Surfaces and Improvements," of these Special Provisions.**

103-6. Measurement and Payment

The Contract lump sum price paid for this item, "Trench Safety," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved performing trench safety, including, but not limited to, preparing a detailed Trench Excavation Safety Plan, trench dewatering, and providing, constructing, installing and maintaining sheeting, shoring, and bracing, as shown on the Trench Excavation Safety Plan, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation for all trenching work other than sheeting, shoring, and bracing as provided above shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

Progress payments will be based upon the ratio of the installed sanitary sewer pipe to the total of sanitary sewer pipe to be installed.

**END OF SECTION**

**SECTION 104.**  
**SANITARY SEWER MANHOLES/STRUCTURES**

Sanitary Sewer Manholes shall conform to the provisions of Section 15-2.05, "Reconstruction," and Section 70, "Miscellaneous Facilities," of the Standard Specifications, these Special Provisions, the Plans, and as directed by the Engineer.

104-1. Manhole Safety

The Contractor shall comply with all applicable occupational safety and health (OSHA) standards, rules, regulations and orders established by Federal and State Agencies for construction.

The atmospheric condition in manholes shall be tested for possible oxygen deficiency and the presence of poisonous, toxic or explosive gases before entering. Sufficient ventilation shall be provided to ensure the safety of workers working in the manhole. The Contractor is required to provide all safety equipment for manhole entry and appropriate attire is required for those who are working in the manhole.

The minimum crew shall be three (3) workers, or two (2) workers and a safety winch: the worker who will go into the hole, the lifeline attendant, and an assistant (or safety winch) on the surface.

Specific attention is directed to OSHA safety rules, regulations and precautions to be taken by the Contractor **before entering sanitary sewer manholes** and other sanitation structures, with respect to physical and chemical hazards that may be present.

Full compensation for conforming to this Section 104-1, "Manhole Safety," of these Special Provisions shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

Debris shall be prevented from entering the sanitary sewer system and said protection system shall be inspected and approved of by the Engineer prior to proceeding with the removal and replacement of manholes. If debris does enter the system due to work done by the Contractor, the Contractor shall remove such debris, all at his/her own expense and as directed by the Engineer, and no additional compensation will be allowed therefor.

**If the Contractor does not properly protect the sanitary sewer system in conformance with the preceding paragraph, then prior to final acceptance of the newly installed sanitary sewer manhole, a manhole-to-manhole closed circuit**

television (CCTV) inspection of the sanitary sewer lines must be performed by the Contractor. Said CCTV inspection shall conform to the provisions of item 106-4, “Closed Circuit Television (CCTV) Inspection of Sanitary Sewer Lines,” except that said CCTV inspection shall be performed at the Contractor’s sole expense, and no additional compensation will be allowed therefor.

The Contractor is further advised that should any damage occur to either public or private facilities (due to, for example, a sanitary sewer mainline backup) as a result of the Contractor not properly protecting the system and maintaining sanitary sewer service, as described above, the Contractor will be responsible for all costs involved in repairing or correcting said damage, and no additional compensation will be allowed therefor.

104-2. Remove and Replace Existing Sanitary Sewer Manholes

Existing sanitary sewer manholes to be removed and replaced shall be removed and replaced in conformance with the provisions of the Standard Specifications, these Special Provisions, the Plans and as directed by the Engineer.

**Sanitary sewer manholes shall be installed in advance of CIPP and Open Trench Pipe Replacement work.**

Under this item of work, existing sanitary sewer manholes shall be removed and new sanitary sewer manholes shall be placed to the lines and elevations shown on the Plans, and up to five (5) feet of pipe on either side of the manhole shall be replaced as needed, as directed by the Engineer, and shall be installed in conformance with the details on the Plans. All work shall comply with the standards and specifications used by the Burlingame Hills Sewer Maintenance District.

Removal and replacing of existing sanitary sewer manholes shall be accomplished by removing the existing frame and cover, removing the existing concrete encasement, removing grade rings, removing the existing cone section and removing the existing base. A new sanitary sewer manhole shall then be constructed at the same location by pouring in place a new manhole base, and installing a pre-fabricated manhole barrel where necessary, cone section, and grade rings as necessary, pouring a new concrete encasement with reinforcing steel (concrete collar), and setting the new frame and cover. The Contractor’s attention is directed to the paragraphs below concerning “Sanitary Sewer Manhole Construction”. The Contractor is advised that pre-fabricated manhole bases are not allowed.

Concrete collars and cast-in-place concrete bases shall be constructed of Class 3 concrete and conform to the provisions of Section 51, "Concrete", of these Special Provisions.

Any sanitary sewer laterals that connect directly into the existing sanitary sewer manholes shall be reconnected at the time of new sanitary sewer manhole replacement. These sanitary sewer lateral connections shall be considered as included in this item of work, "Remove and Replace Existing Sanitary Sewer Manhole," and no additional compensation will be allowed therefor.

Sanitary sewer manhole removal shall be performed without damage to any portion of the sanitary sewer system that is to remain in place. Damage to these facilities as a result of the Contractor's operations, as determined by the Engineer, shall be repaired by the Contractor and to the satisfaction of the Engineer, all at the expense of the Contractor, and no additional compensation will be allowed therefor.

All broken concrete and/or bricks, mortar and rebar, unsuitable frames and covers, and other rubbish of any kind, shall become the property of the Contractor and shall be disposed of outside of the public right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

All manholes shall be class 2 concrete and shall conform in size, shape and details to those shown on the Plans. Pipe openings shall be built into the manholes as shown. The outer ends of all openings shall be sealed with a pre-cast concrete plug made watertight with mastic compound or elastomeric gasket. All PVC pipes shall be connected to reconstructed sanitary sewer manholes with manhole adapter rings. The rings shall conform to recommendations of manufacturers of PVC pipes.

Pre-cast concrete manholes shall conform in all respects to the specifications indicated on the Plans, and submittal information shall be presented to the Engineer for approval prior to construction.

Foundations for replacement sanitary sewer manholes shall be poured against a base that is firm and dry. The foundation shall be poured such that the pipe is continuous through the manhole. The top half of the pipe shall then be cut out and the face of the manhole mortared to provide a smooth, uniform manhole wall, in accordance with the Plans and as directed by the Engineer. **Precast manhole bases shall not be permitted.**

Except as otherwise noted, materials and methods of construction shall be in conformance with applicable standards. Manhole covers shall be labeled in accordance

with applicable standards and County requirements and shall be submitted to the Engineer for approval.

Backfill for manholes shall meet the same requirement as those requirements for trench backfill, as shown on the Plans and as directed by the Engineer.

**The Contractor is advised that the manhole shall be tested upon completion of replacement, in conformance with the provisions of Section 104-6, “Manhole Testing,” of these Special Provisions.**

Full compensation for trench safety and protection involved in the replacement of sanitary sewer manholes shall be considered as included in the Contract lump sum price paid for “Trench Safety,” Section 103, of these Special Provisions, and no additional compensation will be allowed therefor.

Metal frames and covers shall be paid for as provided in Section 104-5, “Miscellaneous Iron and Steel,” of these Special Provisions. New manhole frames and covers shall not be adjusted to final grade until the adjacent surfacing has been completed.

The Contract unit prices paid per each for “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Shoulder/Valley Gutter/Embankment”, “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Driveway”, “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Street”, and “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Easement”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work required to remove and replace sanitary sewer manholes, including, but not limited to, removal of existing sanitary sewer manhole, replacement of up to five (5) feet of existing sewer pipe on either side of the manhole as may be necessary to correct defects, salvage and deliver to the County Corporation Yard suitable frames and covers, disposal of material outside the highway right of way, including petromat, excavation and backfill, and construction and installation of new sanitary sewer manhole, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation for restoration of paved surfaces and improvements over removed and replaced manholes and sewer mains or laterals replaced in connection with the manhole replacement work shall be considered as included in the Contract unit prices

paid per each for these items, “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Shoulder/Valley Gutter/Embankment”, “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Driveway”, “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Street”, and “Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Easement”, of these Special Provisions, and no additional compensation will be allowed therefor.

Full compensation for replacement of up to five (5) feet of sewer mains and laterals connected to the sanitary sewer manhole shall be considered as included in the Contract unit price paid per each for this item, “Remove and Replace Existing Sanitary Sewer Manholes,” of these Special Provisions, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of sanitary sewer manholes requiring removal and replacement. The provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to the item of Remove and Replace Existing Sanitary Sewer Manholes.

#### 104-3. Install New Sanitary Sewer Manhole

The Contractor is advised that a new sanitary sewer manhole (“SSMHs”) shall be installed approximately 150 feet west of SSMH 94, within the street, as shown on the Plans and as directed by the Engineer.

Sanitary sewer manholes shall conform to the provisions in Section 70, “Miscellaneous Facilities,” of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

**Sanitary sewer manholes shall be installed in advance of CIPP and Open Trench Pipe Replacement work.**

Manholes shall be constructed as shown on the Plans. Foundations for new manholes shall be poured against a base that is firm and dry. **Precast manhole bases shall not be permitted.**

Concrete collars and cast-in-place concrete bases shall be constructed of Class 3 concrete and conform to the provisions of Section 51, “Concrete”, of these Special Provisions.

New manholes shall be constructed over existing/new pipe where shown on the Plans. The foundations shall be poured such that the pipe is continuous through the

manhole. The pipe shall be broken out and the manhole mortared to provide a smooth, uniform manhole wall.

The Contractor shall take measures to prevent the entry of extraneous material into the manholes and sewer pipes and shall be responsible for cleaning manholes and pipes of any such material.

Surplus excavated material and pipe debris remaining after the construction of new manholes shall become the property of the Contractor, and be disposed of in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Trench safety and protection involved in the construction of sewer manholes shall be paid for as provided in Section 103, "Trench Safety, Trenching and Trench Backfill" of these Special Provisions.

Metal frames and covers shall be paid for as provided in Section 104-5, "Miscellaneous Iron and Steel," of these Special Provisions. New manhole frames and covers shall not be adjusted to final grade until the adjacent surfacing has been completed.

The Contract unit price paid per each for "Install New Sanitary Sewer Manhole in Street" shall include furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work required to install a new sanitary sewer manhole, complete in-place, including, but not limited to, structure excavation, disposing of excavated materials (including petromat) outside of the project area, connecting pipe to manholes, and backfilling with structure backfill material, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation for restoration of paved surfaces and improvements over new manholes and sewer mains or laterals replaced in connection with the manhole replacement work shall be considered as included in the Contract unit price paid per each for this item, "Install New Sanitary Sewer Manhole in Street", of these Special Provisions, and no additional compensation will be allowed therefor.

Full compensation for replacement of up to five (5) feet of sewer mains and laterals connected to the sanitary sewer manhole shall be considered as included in the Contract unit price paid per each for this item, "Install New Sanitary Sewer Manhole in Street", of these Special Provisions, and no additional compensation will be allowed

therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of new sanitary sewer manholes required to be installed. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item, "Install New Sanitary Sewer Manhole in Street".

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

#### Manhole Testing

After completion of manhole sealing, all sanitary sewer manholes shall be tested for leakage. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to perform the tests and to conduct any work incidental thereto. The Contractor, at his own expense, shall correct any excess leakage and repair any damage to any pipe and its appurtenances, or to any sanitary sewer manhole, resulting from or caused by these tests.

**The Contractor may, at their own discretion, use either the water or vacuum testing method.**

#### A. Water Testing:

1. Each manhole shall be tested by inserting inflatable plugs in all sewer inlets and outlets of the manhole, and filling the manhole with water to a point six inches (6") below the base of the manhole frame.

The manhole shall be filled at least one (1) hour in advance of the official test period to allow time for absorption. The loss of water may be determined by measuring additions of water required to maintain the specified water level, but the level shall not be allowed to fall more than twenty-five percent (25%) of the manhole depth.

Each manhole shall be tested for a minimum of fifteen (15) minutes, and the allowable leakage determined by the following formula:

$$\underline{E_m = 0.0002 \times L \times \text{square root } H}$$

Where:  $E_m$  = amount of allowable leakage in gallons per minute

$L$  = depth of manhole from top to bottom (feet)

$H$  = head of water in feet, as measured from either the sewer line invert or the prevailing ground water against outside of the manhole barrel, to a point six inches (6") below the base of the manhole frame, with the lesser height governing.

Where the actual leakage in a manhole exceeds the allowable, the Contractor shall discover the cause, remedy it and retest the manhole before the manhole is accepted. If the leakage is less than allowable and leaks are observed, such leaks shall be repaired.

2. As an alternative to the above procedure, the Contractor may fill the manhole with water prior to backfill and repair all visible leaks provided there is no ground water above base. Any visible leaks into or out of a manhole shall be repaired.

B. Vacuum Testing Method:

**Vacuum testing shall be performed after completion of the manhole barrels, but prior to backfilling, sealing of liner seams and installing grade rings.**

Vacuum testing shall be done in conformance with the following procedures and requirements:

1. All openings in the manhole shall be sealed with plugs and a rubber ring "donut" type plug inserted inside the opening of the cone.
2. A small vacuum pump shall be attached to a hose connected to the plug and 4 psi, (8 inches Hg) of vacuum applied.
3. The vacuum is permitted to stabilize at 3.5 psi (7 inches Hg) for one (1) minute prior to commencement of testing.
4. The manhole must maintain a vacuum such that no greater than 0.50 Psi (1 inch Hg) of vacuum is lost during the specified test period. The specified

test period is as follows:

Manhole Depth (in Feet)	Test Period (in Minutes)
0-5	4.5
5-10	5.5

5. Where manholes fail the test, the Contractor shall discover the cause, remedy it and retest the manhole before the manhole is accepted.
6. A vacuum regulator shall be provided on the vacuum pump such that no greater than 10 psi (20 inches Hg) can be applied to the manhole during the test. All manholes that do not meet the leakage test, or are unsatisfactory from visual inspection, shall be repaired to the satisfaction of the Engineer.

Full compensation for manhole testing shall be considered as included in the Contract unit price paid per each for the various items of "Remove and Replace Existing Sanitary Sewer Manholes," Section 104-2 and "Install New Sanitary Sewer Manhole," Section 104-3 of these Special Provisions, and no additional compensation will be allowed therefor.

#### 104-4. Replace Sanitary Sewer Cleanout

Where existing sanitary sewer cleanouts are located within the sanitary sewer trench limits and must be removed and reconstructed to replace sanitary sewers or perform localized repairs, the Contractor shall remove and replace sanitary sewer cleanout.

Sanitary sewer cleanouts shall be constructed in accordance with County Standard Detail C-3, "Standard Sewer Cleanout Detail."

Cleanouts shall be constructed in such a manner that a 39-inch rigid cleaning rod can pass through the main line.

No cleanout shall be installed without confirmation of its final location with the Engineer.

The Contract unit price paid per each for this item, "Replace Sanitary Sewer Cleanout," shall include full compensation for providing all labor, tools, materials and incidentals, and for doing all work required to remove and replace sanitary sewer cleanout, including box, cleanout frame, and cover, and all other material needed to

replace sanitary sewer completed in place, including replacement of surface material in kind, if necessary, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

104-5. Miscellaneous Iron and Steel

New manholes shall be provided with all new frames and covers. Existing manhole frames and covers in good condition as determined by the Engineer shall be salvaged and delivered to the County Corporation Yard.

New sanitary sewer manhole frames and covers shall conform to the provisions of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications, these Special Provisions, the Plans, and as directed by the Engineer.

Sanitary sewer manhole frame and cover shall be *Phoenix Iron Works P-1090* or approved equal. The Contractor is advised that the approximate weight for said sanitary sewer manhole frames and covers is as follows:

Sanitary Sewer Manhole Frame = **138** pounds  
 Sanitary Sewer Manhole Cover = **130** pounds

**Grade rings (two maximum) shall be placed on top of the manhole cone and the manhole frame will need to be adjusted to the finish grade of the existing roadway or surrounding grade.**

Any sanitary sewer manhole frames and covers requiring replacement due to damage caused by the Contractor's operations, as determined by the Engineer, shall be replaced at the Contractor's sole expense.

The Contractor shall modify the cover of SSMH#74, which is located within a valley gutter, in order to prevent inflow to the manhole. The Contractor shall submit shop drawings to the Engineer for approval prior to ordering materials or beginning this work. The Contractor shall verify that the manhole water stop is compatible with the sanitary sewer manhole frame and cover, and appropriate for traffic-rated installations. The Contractor may use one of the following manhole water stops, with a ventilation system included, or an approved equal.

- (1) Inflow Seal: <https://www.inflowseal.com/>
- (2) Cretex Seal: <https://www.cretexseals.com/product/inflow-dishes-inflow-protector/>
- (3) Wolverine Inflow Protector: <https://www.industrialodorcontrol.com/wolverine-plastic-manhole-inflow-protector.html>

The Contract unit price paid per pound for “Sanitary Sewer Manhole Frame and Cover”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work required to furnish and install new sanitary sewer manhole frames and covers, including, but not limited to, Class 3 concrete collar and grade rings, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation for modification of the cover of SSMH#74 to prevent inflow from the valley gutter, including submission of shop drawings for the Engineer’s review and approval, shall be considered as included in the Contract unit price paid per each for “Sanitary Sewer Manhole Frame and Cover”, and no additional compensation will be allowed therefor.

**END OF SECTION**

**SECTION 105.**  
**SANITARY SEWER REHABILITATION**  
**(CURED-IN-PLACE PIPELINER METHOD)**

105-1 General

Sanitary Sewer Rehabilitation (Cured-in-Place Pipeliner Method) shall consist of furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work required to rehabilitate sanitary sewer lines by the cured-in-place pipeliner (CIPP) method, including furnishing, installing, and curing the pipeliner, pipe sealing at manholes, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The Contractor is advised that the sewer rehabilitation work is within public road right-of-way and easements. It is the Contractor's responsibility to restore access areas to their original or better conditions.

It is the intent of these Special Provisions to provide for the rehabilitation of sanitary sewer lines by the installation of a CIPP liner into the existing pipeline. When formed, the liner shall extend over the length of the pipe between manholes in a continuous, tight-fitting, watertight pipe-within-a-pipe. The liner should be installed with trenchless technology; i.e., no excavation or surface restoration is necessary for this item of work.

CIPP for the rehabilitation of sewers may be either the inversion process in compliance with ASTM F 1216 or the pull-in-place process in compliance with ASTM F 1743. The Contractor shall provide all materials, labor, equipment, and services necessary for sanitary sewer bypass pumping and/or diversion of sanitary sewer flows, cleaning and inspection of sanitary sewer mains to be lined, installation of CIPP, reinstatement of active sewer laterals, and television inspection and testing of completed lined sanitary sewer systems.

**Reference is made to Sections 100-10, "Sanitary Sewer Bypass Pumping," 106, "Sanitary Sewer Testing," and 106-4, "Closed Circuit Television (CCTV) Inspection," of these Special Provisions.**

105-1.1. Reference Standards

The following reference standards shall apply to CIPP work:

1. ASTM D256, Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics

2. ASTM D543, Standard Practices for Evaluating the Resistance of Plastics of Chemical Reagents
3. ASTM D638, Standard Test Method for Tensile Properties of Plastics
4. ASTM D790, Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
5. ASTM D883, Standard Terminology Relating to Plastics
6. ASTM D1600, Standard Terminology for Abbreviated Terms Relating to Plastics
7. ASTM D2122, Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
8. ASTM D3567, Standard Practice for Determining Dimensions of “Fiberglass” (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
9. ASTM D2990, Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
10. ASTM D5813, Standard Specification of Cured-In-Place Thermosetting Resin Sewer Piping Systems
11. ASTM F412, Standard Terminology Relating to Plastic Piping Systems
12. ASTM F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
13. ASTM F1743, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
14. ASTM F2019, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

105-1.2. Submittals

**Reference is made to Section 6-1, “Certificates of Compliance,” of these Special Provisions.**

The Contractor shall not permit any sewer lining component to be brought onto the job site until it has been approved by the Engineer. The Contractor shall submit the following for review and approval by the Engineer:

1. The name and contact information for the proposed supplier of lining materials.

2. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data and furnish the manufacturer's recommendations as to method of installation.
3. Calculations, and assumptions used as a basis for compliance with this contract to verify liner size, length, thickness, and material composition. Also submit manufacturer's certification, field measurements, and pipe sizing calculations, which demonstrate that the liner has been properly undersized to minimize the creation of wrinkle or folds.
4. Proposed cleaning methods and equipment.
5. Certified test results on all lining materials from previous installations using the same liner system proposed for use on this project.
6. Details of all component materials and construction details including complete manufacturer's recommendations for storage and temperature control, handling, installation and reforming procedures, curing, service reconnection methods, trimming and finishing.
7. Qualifications of the liner installation technicians.
8. Name and qualifications of testing lab.
9. Material Safety Data Sheets (MSDS) for hazardous chemicals to be used at the site including resin, catalysts, cleaners, and repair materials.
10. Curing temperature logs – Sample before installation and for installed liner.
11. Installed liner test results.
12. An odor control plan shall be submitted, by the Contractor, that will ensure that project specific odors will be minimized at the project site and surrounding area.
13. Manufacturer must be ISO 9001 certified.

Prior to start of any CIPP work, Contractor shall provide to the Engineer a Worksite Safety and Sampling Plan. No CIPP work shall commence prior to the approval of the Worksite and Safety Sampling Plan. The shall include but not be limited to:

1. A description of chemical exposure hazards during setup, installation, and cleanup, as well as a list of chemicals for the liner and resin mixture that are used or generated before, during and after the onsite curing process.
2. A map denoting the location of equipment, including exhaust or fugitive emission points, locations of setback distances from public ways, private property, buildings nearby to include schools, health care facilities, if any, expected heights of any

emission discharge points, chemical fallout areas, and waste capture systems.

3. A description of personal protective equipment (PPE) CIPP workers shall wear to the plastic manufacturing site as recommended by industrial hygienists, to protect workers from worksite and installation hazards, including chemical exposure through inhalation, dermal exposure, or eye exposure. This list should be by job duty.
4. Provide the Engineer a copy of the written approval for the disposal of wastes to be generated during the setup, installation, and cleanup process this includes both solid and hazardous wastes as applicable.
5. Contractor shall report any accidental discharge, small or large, to the Engineer and the environmental regulatory officials immediately, so that downstream water supplies, the environment, and surrounding populations can be protected.

#### 105-1.3. Quality Assurance

Work performed under this Section shall conform to the Plans and Specifications and shall comply with all standards, rules and regulations, laws and ordinances of the authorities having jurisdiction, as amended. That which is necessary to make the work comply with the above requirements shall be provided without additional cost to the County.

The finished liner shall be continuous over the entire length of an insertion run between two sanitary sewer manholes. It shall be free from defects such as voids between the liner and pipe, bulges, foreign inclusions, dry spots, pinholes, and de-lamination. Wrinkles in the finished liner pipe that exceed one half inch are unacceptable. Defects shall be removed and repaired by the Contractor at the Contractor's expense. Submit a repair plan for defects considered unacceptable by the City.

The Contractor shall protect all existing manholes to withstand forces generated by equipment, water or air pressure used in performing the work.

Lining systems shall be installed in accordance with the instructions of the manufacturer of the lining system.

During the curing process, the Contractor shall keep a log of the liner temperature at the insertion and exiting manholes.

#### 105-1.4. Disposal of Water

For resin not encapsulated in the tube the capture and disposal of any process water or condensate resulting from the installation and flushing of the CIPP is required and must be verified.

105-1.5. Minimum Qualifications

The lining Contractor shall have completed at least three projects with at least 1000 linear feet each of 6-inch minimum diameter lining using the same lining, resin, and curing method planned for this project.

The on-site full-time supervisor shall have completed at least two projects with at least 1000 feet of 6-inch minimum diameter.

105-1.6. Guarantee

The Contractor shall provide to the District a guarantee to be in force and effect for a period of two (2) years from the date of final acceptance by the District. The guarantee shall require the Contractor to repair or replace the liner should leakage, separation, collapse or other failure result from faulty materials or installation as determined by the Engineer.

105-2 Materials

105-2.1. Liner Tube

The liner tube shall consist of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and is compatible with the resin system used. The liner tube shall comply with ASTM F1216, Section 5.1 or ASTM F1743, Section 5.21. The liner shall be fabricated to a size that, when installed, will fit the internal circumference of the existing pipe without any annular space between the liner and existing pipe wall.

The resin used shall be compatible with the rehabilitation process, shall be able to cure in the presence or absence of water and the initiation temperature for cure shall be as recommended by the resin manufacturer and reviewed by the Engineer.

The liner shall be fabricated from materials which when cured, will be chemically resistant to withstand internal exposure to sewage gasses containing quantities of hydrogen sulfide, carbon monoxide, methane, petroleum hydrocarbons, saturation with moisture, diluted sulfuric acid, and chemical reagents determined by the Engineer. At a minimum, the CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2, or ASTM F1743 Section 7.2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating shall meet these chemical-testing requirements.

The minimum tube length shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes, or sewer access points, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation of the tube with resin. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and reviewed by the Engineer.

Prior to insertion, the liner shall be free of all visible tears, holes, cuts, foreign materials, and other defects.

Prior to insertion, the Contractor shall provide data on the maximum allowable stresses and elongation of the tube. The exterior of the manufactured tube shall be marked along its length at regular intervals not to exceed five feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent, the liner tube shall be rejected and replaced.

#### 105-2.2. Resin

The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy (styrene-based resins are not acceptable) and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

The resin used shall be compatible with the rehabilitation process used and designed for a wastewater environment. The resin shall be able to cure in the presence or absence of water, and the initiation temperature for cure shall be as recommended by the resin manufacturer and approved by the Engineer. The resin shall have sufficient thixotropic properties to obtain non-draining characteristics when impregnated into the fiber fabric.

#### 105-2.3. Physical Properties

The CIPP system shall conform to and comply with the following minimum standards:

<b>Characteristic</b>	<b><u>Test Method</u></b>	<b><u>Polyester Resin</u></b>	<b><u>Vinyl Ester and Epoxy Resins</u></b>
<b>Flexural Strength</b>	<b><u>ASTM D790</u></b>	4,500 psi	5,000 psi

<b>Flexural Modulus (short term)</b>	ASTM D790	250,000 psi	300,000 psi
<b>Flexural Modulus (long term)</b>		125,000 psi	150,000 psi

The Contractor shall submit design calculations for review and approval by the Engineer. Design calculations prepared in accordance with ASTM F1216, Appendix X1, shall demonstrate that the liner thickness will be adequate based on the physical properties of the resin system shown above and the following design criteria:

<b>Characteristic</b>	<b>Criteria</b>
Structural Condition of the Existing Host Pipe	<b>Fully Deteriorated</b>
Factor of Safety	2.0
Ovality	2%
Soil Depth above Crown of Pipe	As shown on Plans
Assumed Groundwater	>9 feet below ground
Soil Density	120 pcf
Soil Modulus	1,000 psi
Live Load	H20 Highway Loading
Design Life	50 years or greater

The liner pipe material shall be designed for use in gravity sanitary sewers and shall be in strict conformance with all applicable sections of ASTM F1216 specifications. All materials and procedures used in the cured-in-place pipe rehabilitation process shall be equal to or exceed the manufacturer's standards. The CIPP design shall assume no bonding to the original pipe wall.

105-2.3. Connections

Hydrophilic gaskets shall be installed where the CIPP liner enters and exits a structure.

105-3 Construction

105-3.1. Preparation

The Contractor shall be responsible for site investigation, cleaning and removing internal debris and roots that may have accumulated in designated sanitary sewer mains, inspecting and confirming the inside pipe diameter and length of each segment, locating laterals, and determining the condition of each manhole-to-manhole segment. The

Contractor shall note that the existing sanitary sewer mains may have heavy solids, such as drain rock and collapsed pieces of pipe or other debris. The cleaning process shall include the removal of all debris and roots.

The Contractor shall correct conditions that would interfere with the proper installation of the lining or damage the line, such as voids in the pipe wall, and protruding laterals. Trim protruding laterals that protrude more than 1" beyond the wall of the pipe.

Immediately before installing the liner CCTV, the Contractor shall conduct a pre-rehabilitation inspection of the pipe in accordance with **Section 106-4, "Closed Circuit Television Inspection (CCTV) of Sanitary Sewer Lines," of these Special Provisions.** Do not proceed with the installation of the liner until the condition of the pipe is approved by the Engineer.

The Contractor shall use all means necessary to protect lining materials before, during and after installation and to protect the installed work and materials of all other trades.

#### 105-3.2. Resin Impregnation

The uncured resin in the original containers and the unimpregnated fiber-felt tube shall be impregnated by vacuum or other means prior to installation. The materials and "wet out" procedure shall be subject to inspection by the Engineer. A resin and catalyst system that is compatible with the requirements of the method shall be used.

The impregnated liner tube shall be transported to and stored at the site in such a manner that it will not be damaged, exposed to direct sunlight, or result in any public safety hazard. The impregnated liner bag shall be kept cool during shipment and storage. All materials shall be subject to inspection and review prior to installation.

#### 105-3.3. Liner Installation

The impregnated tube shall be inserted through an existing manhole by means of the approved installation process. **If the Plans call for replacement of the manhole structures of a line to be rehabilitated with CIPP, the manhole replacement work will occur prior to CIPP rehabilitation.** The application of hydrostatic head, compressed air, or other means shall fully extend the liner to the next designated manhole or termination point and inflate the liner so that it will tightly conform to the pipe wall.

The liner shall be installed at a rate less than 10 feet per minute at all times.

The finished cured-in-place pipe liner shall fit tightly and neatly against the existing pipe walls.

Liner shall be homogeneous throughout and free of:

- 1) Serious abrasion, cutting, or gouging of the outside surface extending to more than 10 percent of the wall thickness in depth.
- 2) Cracks
- 3) Kinking (generally due to excessive or abrupt bending)
- 4) Flattening
- 5) Holes
- 6) Blisters
- 7) Other injurious defects
- 8) They shall be uniform in color, opacity, density, and other physical properties. Any pipe and fittings not meeting these criteria shall be rejected.
- 9) Sags greater than 50% of depth of ponding in the invert of sewer pipe.

Liner Color: Pipe and fittings shall conform to the following:

- 1) Inside: The inner wall shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

105-3.3a. Curing

After placement is completed, a suitable heat source and distribution equipment shall be provided. The equipment shall be capable of circulating air, and/or steam throughout the section by means of a pre strung hose, which has been perforated in accordance with the manufacturer's recommendations or other methods acceptable by the Engineer to raise the temperature uniformly above the temperature required to affect a resin cure. The temperature shall be determined by the manufacturer based on the resin/catalyst system employed.

The heat source piping shall be fitted with continuous monitoring thermocouples to monitor the temperature of the incoming and outgoing water, steam, and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin manufacturer as measured at the heat source inflow and outflow return lines. At the direction of the Engineer, the Contractor shall provide standby equipment to maintain the heat source supply. Additional continuous monitoring thermocouples shall be placed between the impregnated felt tube and the pipe invert at the insertion and exiting

manholes to determine the temperature during the cure. The temperature during the cure period at the boundary between the pipe wall and the liner shall not be less than 130 degrees Fahrenheit (130°F) or be in conformance with the resin manufacturer's recommendations unless otherwise directed by the Engineer because of the resin system employed.

The initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appears hard and sound and the remote temperature sensors indicate that an exothermic has occurred. The cure period shall be of the duration recommended by the resin manufacturer during which time the recirculation of the water, steam, and/or air and cycling of the heat exchanger continuously maintain the required temperature.

Temperature shall be maintained during the curing period as recommended by the resin manufacturer and shall follow the heating schedule supplied by the manufacturer and reviewed by the Engineer.

105-3.3b. Cool Down

The hardened liner shall be cooled to a temperature below 100 degrees Fahrenheit before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool air into the lined pipe. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed liner.

105-3.4. End Seals

Install a seal at the ends of the liner to make a smooth, watertight transition between the liner and the existing pipe/manhole. The seal shall be a resin mixture compatible with the liner/resin system and shall be cured in accordance with manufacturer's specifications and approved by the Engineer.

105-3.5. Reinstate Sanitary Sewer Laterals (CIPP)

**The Contractor's attention is directed to the fact that sanitary sewer laterals will be impacted by cured-in-place pipeliner work. The Contractor is advised that the laterals shown on the project plans are for informational purposes and the County makes no guarantee as to the actual quantity of existing sanitary sewer laterals requiring connection. The Contractor shall use his/her own methods to locate and verify all active and inactive laterals prior to performing cured-in-place pipeliner work.**

Work included is as follows:

1. Location of service laterals
2. Robotic reinstatement of sewer laterals

After curing is completed and before the sewage bypass system is dismantled, the Contractor shall reinstate all active service laterals by using internal methods to cut a hole closely matching the service connection diameter. The hole shall be at least 95 percent (95%) minimum and no more than 100 percent (100%) maximum of the original service connection diameter, free from burrs or projections and with a smooth and crack-free edge. The invert of the service connection shall match the bottom of the reinstated service opening. Make the connection between the liner pipe and the existing lateral watertight by installing a top hat sealer, injecting with chemical grout, or other means acceptable to the Engineer. Sealing materials shall be installed in accordance with the manufacturer's instructions.

The lateral reconnections shall have the same structural integrity as the new CIPP-rehabilitated sewer pipe.

**Additional requirements for sanitary sewer lateral work:**

**ii. The Contractor shall notify the Engineer and the affected property owner/resident not less than five (5) working days prior to start of any work that a disruption in service will occur. Notification shall include the date and estimated time of disruption.**

**iv. The content, format and method of delivery of such notices shall be approved by the Engineer prior to distribution. The Contractor is advised that these notices shall not be placed in mailboxes, as it is a violation of federal postal regulations.**

**v. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until such notices are distributed.**

105-3.6. Testing

The physical properties of the installed CIPP liner shall be verified through field sampling and laboratory testing as approved by the Engineer. The Contractor shall cut a sample from each segment (manhole to manhole) of installed liner that has been inserted through a same diameter pipe acting as a mold at the upstream or downstream manhole/catch basin/access point, or at an intermediate manhole/catch basin/access point for each length of liner tube. Liner samples shall be submitted to a registered independent, third-party laboratory which has been pre-approved by the Engineer and

tested in accordance with ASTM Standard Specifications D790, F1216, and F1743 to confirm that the liner pipe conforms to the minimum requirements specified.

The installed liner shall be in compliance with the physical properties utilized in the design calculations submitted under Section 105-2.3. of these Special Provisions. The Contractor shall provide certified test results and certificates of compliance to the Engineer for review and approval. In the event of an unsatisfactory test result, a new sample from the same section of installed CIPP liner shall be submitted and tested at Contractor's expenses.

De-lamination testing shall be in accordance with ASTM F1216 or ASTM F1743, if required by the Engineer.

After completion of all liner insertions and curing, service reconnections, and finish work at the manholes, the sanitary sewer mains shall be televised with a color CCTV tilt head camera recorded in digital format in accordance with **Section 106, "Sanitary Sewer Testing," of these Special Provisions**. The final recording media shall be submitted to the Engineer.

Correct any defects noted as soon as possible. Contractor's proposed methods of repair shall be submitted to the Engineer for review and approval.

#### 105-4. Measurement and Payment

Sanitary sewer liner installation bid items shall be paid per linear foot according to the actual length of sanitary sewer main liner installed, measured from centerline of manhole to centerline of manhole. For straight sewers where the surface is accessible, the distance shall be measured above ground. For sewers that are curved or where the surface is not accessible, the distance shall be measured using CCTV equipment that has been calibrated in a straight sewer in the presence of the Engineer.

The Contract unit price paid per linear foot for "Cured-in-Place Pipeliner (CIPP) (6-inch)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work required to rehabilitate sanitary sewer with CIPP, complete in-place, including cleaning of the existing pipe, root cutting, correction of existing defects, sealing at manholes, testing, cleanup, and restoration of the work site, and all other incidentals necessary to line the existing pipe, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The Contract unit price paid per each for "Reinstate Sanitary Sewer Laterals

(CIPP)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work required to reconnect sanitary sewer laterals, complete in-place, including cutting the liner and providing a watertight connection, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of sanitary sewer laterals required to be reinstated. The provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to the item of “Reinstate Sanitary Sewer Laterals (CIPP)”.

Laterals which cannot be reinstated by internal cutting or are noted as requiring open trench replacement on the Plans, can be replaced via open trench methods. Refer to Section 102-5, “Reconnect Sanitary Sewer Laterals (Open Trench Method),” of these Special Provisions.

Full compensation for materials testing, including testing fees, shall be considered as included in the Contract unit price paid per linear foot for CIPP rehabilitation of sanitary sewer pipe, and no separate payment will be made therefor.

**Trench Safety and Restoration of Paved Surfaces and Improvements, including Asphaltic Emulsion (Prime Coat and Paint Binder), will be paid as separate bid items.**

**Full compensation for Sanitary Sewer Testing (including television inspection) and Sanitary Sewer Bypass Pumping shall be considered as included in the various items of work.**

**END OF SECTION**

**SECTION 106.**  
**SANITARY SEWER TESTING**

106-1. General

**The Contractor shall clean, CCTV, and test pipes per San Mateo County Sewer and Sanitation Districts Standard Specifications – Pipe Testing Requirements, which is included in Appendix F of these Special Provisions.** In case of conflict with this section, defer to the requirements set forth in Appendix F.

All sanitary sewer mains that have been replaced or rehabilitated, regardless of replacement method, rehabilitation method, or pipe material used, shall be tested in accordance with these Special Provisions and as directed by the Engineer.

All required cleaning and testing shall be done in the presence of the Engineer.

Prior to testing, all sanitary sewer mains shall be cleaned by means of a high-speed jet rodder, and reconnection of sanitary sewer laterals completed.

Testing shall be performed prior to placement of asphalt concrete pavement, with Air Testing and Deflection Testing performed prior to Video Inspection. Furthermore, for pipe replacement performed using the Open-Trench Method, all testing shall be performed after trench has been backfilled and compacted, except as provided for in item 106-2.1 below, “Optional Initial Air Test for Open-Trench.”

106-2. Air Pressure Test

The Contractor shall furnish all materials, tools, equipment and labor required to perform the air test. Air test equipment shall be approved by the Engineer.

A written record of the air test shall be submitted to the Engineer by the Contractor.

1. Optional Initial Air Test for Open-Trench Method

The Contractor is advised that, for the Open-Trench Method of pipe replacement, the Contractor may conduct an initial air test of the sanitary sewer main after compaction of the backfill, but prior to installation of the house connection sewers for existing “live” house connections. Such tests will be considered for the Contractor’s convenience and, as such, need not be performed in the presence of the Engineer. Furthermore, such tests will be considered as included in the Contract bid price paid for the item “Sanitary Sewer Testing,” and no additional compensation will be allowed therefor.

2. Initial Air Tests

Each section of sanitary sewer main shall be tested between successive sanitary sewer manholes by plugging and bracing all openings in the sanitary sewer main line and the upper ends of the sanitary sewer laterals.

The entire length of the sanitary sewer lateral need not be connected for air tests; at least one (1) length of lateral pipe must be connected to the sanitary sewer main, with the final lateral connections being made, complete in place, after successful completion of the final air test.

If any leaks are found, the air pressure test shall be released, the leaks eliminated, and the test procedure started over again.

3. Final Air Test

The final leakage test of the sanitary sewer main shall be conducted in the presence of the Engineer in the following manner:

- i. When all necessary test equipment is in place, a compressed air supply shall be attached to the air fitting on the test equipment and the air pressure within the line increased to four pounds per square inch (4 psi).
- ii. After the air supply is turned off or disconnected, there shall be a two (2) minute waiting period to allow stabilization of the air within the sanitary sewer line before the actual test period begins. In no case shall the air pressure within the sanitary sewer line be less than three and one-half pounds per square inch (3.5 psi) at the beginning of the test period.
- iii. Duration of Air Test: Fifteen (15) minutes
- iv. Maximum Allowable Air Pressure Loss: One Pound per Square Inch (1.0 psi)

106-3. Deflection Testing of Polyvinyl Chloride (PVC) Mains

Deflection testing of PVC sanitary sewer mains shall be performed after the placement of all trench backfill. Pipe deflection shall be tested by pulling by hand a go/no-go mandrel through the installed sections of sanitary sewer main.

The mandrel used shall have a minimum length equal to its diameter. The mandrel shall be constructed with a minimum of nine (9) ribs fabricated parallel to its longitudinal axis. Both the design of the mandrel and the fabricated mandrel itself shall be inspected

and approved by the Engineer well in advance of the deflection test.

The mandrel diameter shall be ninety-five percent (95%) of the pipe's average inside diameter, as defined by ASTM specifications D3034.106-4. Closed Circuit Television (CCTV)

#### Inspection of Sanitary Sewer Lines

Prior to beginning sanitary sewer work and after completing work, the Contractor shall perform a closed circuit television (CCTV) inspection of the sanitary sewer mains in conformance with the following provisions and as directed by the Engineer:

- (1) CCTV inspection shall be from manhole-to-manhole, and sanitary sewer service shall be maintained at all times during this operation.
- (2) Prior to CCTV inspection, the Contractor shall remove all debris and foreign objects inside the sanitary sewer lines and manholes where work was performed, and then flush and clean all parts of the system, and remove all accumulated construction debris, gravel, silt and other foreign material from the sanitary sewer system at or near the closest downstream manhole using mechanical rodding, flushing, or bucketing equipment, if necessary.
- (3) The Contractor shall furnish all materials, tools, equipment and labor required to perform CCTV inspection; and CCTV inspection equipment shall be approved by the Engineer.
- (4) Video equipment shall include a television camera in color format specifically designed and constructed for operation in connection with sewer inspection and for operation in sewers under 100% humidity conditions. Lighting and camera quality shall produce a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six feet (6'). The camera shall be moved through the line, preferably in the direction of the sewage flow, at a moderate rate. In no case shall the television camera be operated at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- (5) The CCTV inspection videos and inspection reports shall be provided on a USB or DVD. All USBs or DVDs shall become the property of the County. If, in the opinion of the Engineer, the submitted videos are of poor quality such that the Engineer is unable to evaluate the condition of the sewer lines, the Engineer may

- reject the videos and require the CCTV inspection to be repeated and new videos and inspection reports submitted to the Engineer for review and acceptance.
- (6) Submitted USBs or DVDs, when replayed on a monitor, shall be clear and in-focus, and shall include a continuous on-screen display containing, at a minimum, the date of video inspection and identification of the sanitary sewer line and segment (street location, upstream and downstream manhole numbers) of the line being viewed, and footage. The number designations for existing sanitary sewer manholes (SSMH#) shall be as shown on the Plans.
  - (7) If, upon the Engineer's review of the CCTV inspection, any debris or foreign matter is still present in the sanitary sewer system, the Contractor shall re-flush and clean, and re-CCTV inspect those sections and portions of the sanitary sewer lines and manholes, as required and as directed by the Engineer. This process shall be repeated until CCTV inspection indicates that the sanitary sewer lines have been satisfactorily cleaned.
  - (8) Any damage to the existing sanitary sewer main caused by the Contractor's operations shall be repaired by the Contractor, to the satisfaction of the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefor.
  - (9) Any damage to either public or private facilities (due to, for example, a sanitary sewer mainline backup) as a result of the Contractor's CCTV inspection operations, as described above, shall be repaired or corrected by the Contractor to the satisfaction of the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefor.
  - (10) Upon completion of CCTV inspection operations, the Contractor shall submit the USBs or DVDs, as described above, to the Engineer. All submitted USBs or DVDs will become the property of the County.
  - (11) Approximately **five (5) to ten (10) days** from date of submittal of the USBs or DVDs, as described above, to the Engineer, the Engineer will provide the Contractor with the locations of defects in the newly installed sanitary sewer main, if any, requiring repair.

106-5. Repair of Defects in New Sanitary Sewer Main

Breaks, leaks at joints and sags in the pipe will not be permitted, and shall be repaired in accordance with the Plans, these Special Provisions and as directed by the

Engineer.

After completion of repairs, if any, the Contractor shall re-inspect the line by television inspection to the satisfaction of the Engineer.

106-6. Measurement and Payment

Full compensation for closed circuit television (CCTV) inspection of sanitary sewer lines, including, but not limited to, doing all work involved to perform a closed circuit television (CCTV) inspection of sanitary sewer lines, including, but not limited to, submittal of videos and inspection reports, before and after sanitary sewer work, as specified in these Special Provisions and as directed by the Engineer, shall be considered as included in the unit prices paid for the various items of “Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street” and “Cured-in-Place Pipeliner (CIPP) (6-inch)” and no additional compensation will be made therefor.

Any repair work, re-testing and/or re-inspection required shall be at the Contractor’s sole expense, and no additional compensation will be allowed therefor.

Full compensation for sanitary sewer testing not otherwise provided above (air pressure, deflection testing), including furnishing all labor, materials, tools, equipment, and incidentals, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

**SECTION 107.****RESTORATION OF PAVED SURFACES AND IMPROVEMENTS**107-1. General

The Contractor shall replace “in kind” any structures, surfaces, landscaping, irrigation, cobbles, decorative pavers, or improvements which are impacted by construction operations. Full compensation for restoration of structures and surfaces, if not otherwise provided for as a Contract bid item, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

Replacement paved surfaces and structures, including concrete, stamped concrete, pavers, and rock walls shall match the **color, finish, size, and pattern** of the existing surface to the satisfaction of the Engineer. The Contractor shall remove and replace concrete surfaces to the nearest score line past the trench limits, to the satisfaction of the Engineer. The Contractor may salvage and reset existing pavers, but any pavers damaged by the Contractor’s operations shall be replaced at no additional expense. Prior to the start of work, the Contractor shall thoroughly document the existing conditions, as described in Section 100-16, “Documentation of Existing Conditions”, of these Special Provisions.

**The Contractor’s attention is directed to Section 51, “Concrete,” of these Special Provisions for requirements regarding restoration of concrete surfaces. The Contractor’s attention is also directed to Section 15, “Existing Facilities,” for relocation, removal, or reconstruction of existing facilities in conflict with the work.**

**The Contractor’s attention is directed to the fact that, prior to restoration of paved surfaces, all sewer replacement, manhole replacement, sewer repair work, and Closed Circuit Television (CCTV) inspection of sanitary sewer lines shall be completed, as stipulated in this Special Provision and as directed by the Engineer.**

Whenever any of the work is accomplished on or through property other than the road right of way, the Contractor shall furnish the County, before its final acceptance of the work, a written release from the property owner, or proper authority acting for the property affected, stating that the restoration of structures and surfaces has been satisfactorily accomplished.

All removal and restoration costs shall be borne by the Contractor. Material removed and not to be incorporated in the contract work shall become property of the Contractor and shall be disposed of outside of the public right of way in accordance with Section 7-15, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions at no additional cost to

the County and/or affected property owner.

All cultivated areas, either landscaping, natural vegetation areas, irrigation lines, concrete sidewalk, gutters, decorative pavers, or other surface improvements which are damaged by actions of the Contractor, shall be restored to same or better condition as their original condition to the satisfaction of the Engineer.

It is expected that the Contractor will and can determine the existence of such improvements by a site visit. **The Contractor's attention is directed to Sheet 3 of the Plans, which summarizes an inventory of existing facilities which may be impacted by the work. This information is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.** No additional compensation will be allowed if the improvements differ from the inventory presented.

Restoration of Paved Surfaces and Improvements shall include all labor, materials, tools, equipment, and incidentals necessary for doing all work required to restore surfaces over trenches to original conditions, complete in-place, as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

Aggregate base (Class 2), asphalt concrete (Type B), and asphaltic emulsion (prime coat and paint binder) shall be placed where shown on the Plans and as directed by the Engineer. Reference is made to Section 26, "Aggregate Base (Class 2)," Section 39, "Asphalt Concrete (Type B, 1/2", Maximum, Medium Grading)," and Section 94, "Asphaltic Emulsion (Prime Coat and Paint Binder)," of the Standard Specifications.

The completed asphalt concrete surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete, as determined by the Engineer, by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the surface of the asphalt concrete shall discontinue, and the Contractor shall furnish acceptable equipment, all at the Contractor's sole expense.

When a straightedge twelve-foot (12') long is laid on the finished surface and parallel with the centerline of the pipe, the surface shall not vary more than one-one hundredths of a foot (0.01') from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than two-one hundredths of a foot (0.02) are present when tested with a straightedge twelve feet (12') long laid in a direction transverse to the centerline of the pipe and extending from edge to edge of a twelve-foot (12')

traffic lane.

Any settlement or damage to existing surfaces adjacent to the Contractor's work, which, in the Engineer's opinion was caused by the Contractor's operations, shall be repaired by properly cutting, digging out and replacing the damaged surface, all at the Contractor's expense.

A drop-off of more than eight hundredths of a foot (0.08') will not be allowed at any time within pavement open to public traffic. If asphalt concrete has not been placed to the level of existing pavement before pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a 30:1 slope or flatter to the level of the ground and plugged areas. Tapers shall be removed prior to placement of final asphalt concrete surfacing.

107-2. Sawcut Asphalt Concrete and Portland Cement Concrete

Sawcut Asphalt Concrete and Portland Cement Concrete shall conform to these Special Provisions, the Plans, and as directed by the Engineer.

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

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

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

**The Contractor's attention is directed to Section 11-1. "Water Pollution Control," of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and completely removed from the site.** Any slurry shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in sawcutting asphalt concrete and Portland cement concrete for the installation or removal of sanitary sewer pipe, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract unit price paid per linear foot for placement or removal of sanitary sewer pipe, and no separate payment will be made therefor. **The Contractor's attention is directed to Section 102-3, "Pipe Replacement (Open-Trench Method)," of these Special Provisions.**

107-3. Remove Geotextile Fabric

During pavement removal operations, the Contractor may encounter geotextile fabric (Petromat). Locations and depths of existing engineered fabric found during geotechnical drilling operations are summarized on Sheet 6, "Site Plan", of the Plans.

Removal of geotextile fabric shall be in accordance with Section 15, "Existing Highway Facilities," of the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Full compensation for removal of geotextile fabric, including, but not limited to disposal of geotextile fabric material in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, as well as such other work as may be required by the Engineer to complete the work, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefor.

107-4. Compaction Tests

The subgrade of the roadway along pipeline trenches shall be a true surface varying not more than five hundredths of a foot (0.05') above or below the grade

established on the Plans for the construction of the roadway base along the trenches. The subgrade, as shown on the Details on the Plans, shall be compacted to ninety-five percent (95%) of relative density, per ASTM specifications.

Following compaction, the Contractor shall notify the Engineer that he desires to have density tests made at certain locations. The Engineer will designate the exact locations to be tested, and an independent soil laboratory hired by the County will conduct the testing. The County will pay for this testing only. If tests fail to meet the requirements of the Specifications, the Contractor shall recompact those areas failing to comply with the compaction requirements. Following recompaction, the Contractor shall request that the areas be retested. The cost for recompaction and retesting, as well as any subsequent recompaction and retesting, if necessary, shall be at the Contractor's expense, and no additional compensation will be allowed therefor.

107-5. Correction of Restored Pavement During Warranty Period

The Contractor shall repair any restored paved surfaces during the warranty period where the surface settles more than the tolerance allowed. Such repair shall be done by removing the existing pavement and base material as needed to ensure proper recompaction and to provide for the placement of no less than the thickness of the asphalt concrete shown on the Plans and Details.

107-6. Measurement and Payment

The Contract lump sum price paid for "Restoration of Paved Surfaces and Improvements" shall include full compensation for furnishing all labor, materials (including, but not limited to aggregate base, asphalt concrete and asphaltic emulsion, concrete), tools, equipment, and incidentals, and for doing all work required to restore paved surfaces to original conditions, including placement of aggregate base (class 2), asphalt concrete (type B, 1/2", maximum, medium grading), and asphaltic emulsion (prime coat and paint binder), pavers, flagstones, rock, and concrete, complete in-place, as specified in the Standard Specifications, these Special Provisions, and the Plans, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Asphalt concrete used for temporary surface restoration shall be considered as included in unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantity of paved surfaces, structures, or other improvements to be restored. The

provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to the item of Restoration of Paved Surfaces and Improvements.

Full compensation of removal and replacement in kind of pavement markers, traffic stripes, and pavement markings disturbed by construction of sanitary sewer pipe, including, but not limited to, disposal of grinding material in accordance with the provisions in Section 7-15, “Disposal of Material Outside the Highway Right of Way” of these Special Provisions, shall be considered as included in the lump sum price paid for “Restoration of Paved Surfaces and Improvements”, and no separate payment will be made therefor.

Full compensation for restoring existing landscape and damaged structures, and other incidentals related to the completion of this Project, including, but not limited to, protection and/or necessary replacement and restoration in kind to the satisfaction of the Engineer of landscape and hardscape features including but not limited to landscaping, shrubs, plants, trees, irrigation, cobbles, decorative pavers, and structures, shall be considered as included in the lump sum price paid for “Restoration of Paved Surfaces and Improvements”, and no separate payment will be made therefor.

**END OF SECTION**

## **Appendix A**

### **County of San Mateo Waste Management Plan Form**

### **Waste Management Daily Transport Report**

**Last Updated: August 11, 2020**

G:\Users\utility\sewers\Districts\Burlingame Hills SMD\Projects- District\Hillside\_Adeline\04 Design (01 05-06 08-09)\05 100%  
Final PS&E\Plans\_Specs\_Final\Final\19\_403\_SPECS\_2006\_20190808\_FINAL-100\_08-11-2020(1)\_Final.docx





# County of San Mateo WASTE MANAGEMENT PLAN

**Submit to:**

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

**Information and support:** 888-442-2666  
www.smcsustainability.org/waste-reduction/construction-demolition

**Case/group number(s):**

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

**Project address:**

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

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

Zip Code: \_\_\_\_\_

**Green Halo number(s):**

\_\_\_\_\_

**WMP required because project is a:**

- Residential       Demolition
- Nonresidential       New Construction
- Addition

**Section One: Permit Application**

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

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

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

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

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

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

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

**Waste Management Requirements:**

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

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

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

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

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

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

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

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

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

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

**2) Material transportation:**

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

Hauler  Debris Box  Self-haul

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

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

**3) Waste management plan:**

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

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

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

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

County Approval:  Approved  Approved with comments  Denied

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

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

Case/Group Number(s):  
BLD \_\_\_\_\_ - \_\_\_\_\_

Project Address:

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

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

### Section Two: Final Report Approval

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

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

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
<b>Mixed C&amp;D</b>					
<b>Salvage/Reuse</b>					
<b>Inerts</b> Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
<b>Source Separated</b> Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
<b>Disposal (Waste)</b>					

- All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.
- This project has recycled all of the inert solids and at least 65% of all debris generated.

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

County Approval: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Comments <input type="checkbox"/> Fine Payment Required Comments: _____ _____ Fine Calculation: $1 - (\text{C\&D Diversion \% Achieved} \text{ \_\_\_\_} / 65\%) \times \$1000 = \$$ _____ Office of Sustainability Approval: _____ Date: _____
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# County of San Mateo

## WASTE MANAGEMENT PLAN

### Cubic Yards to Tons Conversion Table

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

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

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

**Comments :**

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## **Appendix B**

### **Sanitary Sewer Monitoring and Reporting Requirements:**

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

STATE OF CALIFORNIA  
WATER RESOURCES CONTROL BOARD  
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM  
FOR  
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR  
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"<sup>1</sup> (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information<sup>2</sup> to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

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

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

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

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

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

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

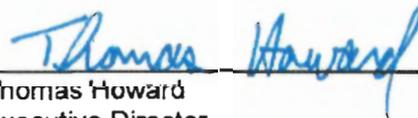
**IT IS HEREBY ORDERED THAT:**

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

Date

7/30/13

Thomas Howard  
Executive Director



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

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

## ATTACHMENT A

### STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

#### AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

#### A. SUMMARY OF MRP REQUIREMENTS

**Table 1 – Spill Categories and Definitions**

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
<b>CATEGORY 1</b>	Discharges of untreated or partially treated wastewater of <b>any volume</b> resulting from an enrollee's sanitary sewer system failure or flow condition that <ul style="list-style-type: none"> <li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li> <li>• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</li> </ul>
<b>CATEGORY 2</b>	Discharges of untreated or partially treated wastewater of <b>1,000 gallons or greater</b> resulting from an enrollee's sanitary sewer system failure or flow condition that <b>do not</b> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
<b>CATEGORY 3</b>	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
<b>PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)</b>	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <b>within a privately owned sewer lateral</b> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <b>voluntarily</b> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

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

ELEMENT	REQUIREMENT	METHOD
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>• Within two hours of becoming aware of any Category 1 SSO <b>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</b> notify the California Office of Emergency Services (Cal OES) and obtain a notification control number</li> </ul>	Call Cal OES at (800) 852-7550
<b>REPORTING</b> (see section C of MRP)	<ul style="list-style-type: none"> <li>• Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>• Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>• Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>• SSO Technical Report. Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>• "No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>• Collection System Questionnaire: Update and certify every 12 months.</li> </ul>	Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee's Legally Responsible Official(s).
<b>WATER QUALITY MONITORING</b> (see section D of MRP)	<ul style="list-style-type: none"> <li>• Conduct water quality sampling <b>within 48 hours</b> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters
<b>RECORD KEEPING</b> (see section E of MRP)	<ul style="list-style-type: none"> <li>• SSO event records.</li> <li>• Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>• Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>• Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>	Self-maintained records shall be available during inspections or upon request.

## **B. NOTIFICATION REQUIREMENTS**

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

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

### C. REPORTING REQUIREMENTS

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

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

## 5. **SSO Technical Report**

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

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

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

iii. **Water Quality Monitoring:**

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

6. **PLSDs**

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

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

7. **CIWQS Online SSO Database Unavailability**

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

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

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

i. **SSO Reports**

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

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

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-6, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.

iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

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

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

**D. WATER QUALITY MONITORING REQUIREMENTS:**

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

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

**E. RECORD KEEPING REQUIREMENTS:**

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

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

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

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

#### **F. CERTIFICATION**

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

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

### CERTIFICATION

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

7/30/13  
Date

  
\_\_\_\_\_  
Jeanine Townsend  
Clerk to the Board

## **Appendix C**

**Sample “Payment Bond” Form**

**Sample “Performance Bond” Form**

# PAYMENT BOND

## KNOW ALL MEN BY THESE PRESENTS:

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

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

## NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

their assigns in any suit brought upon this bond.

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

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

**NOW THEREFORE, THESE PRESENTS WITNESSETH:**

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

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Address for Notices:

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

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

## **Appendix D**

### **Daily Personnel and Equipment Log**



## **Appendix E**

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



**Public Contract Code Section 9204 et seq.**

**9204.**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9

(commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

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

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under

Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

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

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

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

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

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

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

(i) This section shall remain in effect only until January 1, 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 F**

### **San Mateo County Sewer and Sanitation Districts Standard Specifications Pipe Testing Requirements**

COUNTY OF SAN MATEO

DEPARTMENT OF  
PUBLIC WORKS

REDWOOD CITY  
CALIFORNIA

DRAWN BY: N.M.A.  
CHECK BY: R.O.  
APPROVED BY: N.R.C.

SCALE: NONE  
DATE: 6/2015  
REVISED: 10/2018

**SAN MATEO COUNTY SEWER AND SANITATION DISTRICTS  
STANDARD SPECIFICATIONS  
PIPE TESTING REQUIREMENTS**

1. ALL REFERENCES TO "DISTRICT" IN THESE TESTING REQUIREMENTS SHALL MEAN THE APPROPRIATE COUNTY SEWER OR SANITATION DISTRICT.
2. ALL REQUIRED CLEANING AND TESTING OF SANITARY SEWER MAINS AND LATERALS SHALL BE PERFORMED IN THE PRESENCE OF A REPRESENTATIVE OF THE DISTRICT.
3. ALL SANITARY SEWER MAINS BEING CONSTRUCTED SHALL BE CLEANED BY MEANS OF A HIGH SPEED JET RODDER PRIOR TO TESTING. VCP AND DIP SHALL BE TESTED FOR OBSTRUCTION BY BALL ROLLING.
4. FOR MAIN LINE EXTENSION PROJECT, ALL SANITARY SEWER MAINS BEING CONSTRUCTED SHALL PASS A LOW PRESSURE AIR TEST. EACH SECTION OF MAIN SHALL BE TESTED BETWEEN SUCCESSIVE MANHOLES. THE LOW PRESSURE AIR TEST SHALL BE CONDUCTED IN THE FOLLOWING MANNER.

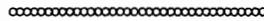
A COMPRESSED AIR SUPPLY SHALL BE ATTACHED TO AN AIR FITTING ON THE MAIN AND THE AIR PRESSURE WITHIN THE LINE INCREASED TO FOUR (4) POUNDS PER SQUARE INCH. (PSI). AFTER THE AIR SUPPLY IS SECURELY TURNED OFF OR DISCONNECTED, THERE SHALL BE A TWO (2) MINUTE WAITING PERIOD BEFORE THE ACTUAL TEST PERIOD BEGINS TO ALLOW STABILIZATION OF AIR WITHIN THE MAIN.

IN NO CASE SHALL THE AIR PRESSURE WITHIN THE LINE BE LESS THAN 3.5 PSI AT THE BEGINNING OF THE TEST PERIOD. REFER TO THE CHART WHICH FOLLOWS FOR THE LENGTH OF THE TEST PERIOD. THE MINIMUM LENGTH OF TEST IS TWO (2) MINUTES). THE ALLOWABLE AIR PRESSURE LOSS DURING THE TEST PERIOD SHALL BE 1.0 PSI. A WRITTEN RECORD OF THE TEST SHALL BE SUBMITTED TO THE DISTRICT BY THE CONTRACTOR.

NOMINAL PIPE SIZE (inches)	LENGTH OF LINE (feet)	LENGTH OF TEST (minutes)
4	ALL	2
6	0 - 300	2
6	300 - 370	2½
6	370 AND GREATER	3
8	0 - 170	2
8	170 -210	2½
8	210 - 250	3
8	250 - 290	3½
8	290 AND GREATER	3¾
10	0 - 110	2
10	110 - 165	3
10	165 -215	4
10	215 AND GREATER	4¾

COUNTY OF SAN MATEO

DEPARTMENT OF  
PUBLIC WORKS



REDWOOD CITY  
CALIFORNIA

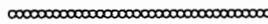
DRAWN BY: N.M.A.  
CHECK BY: R.O.  
APPROVED BY: N.R.C.

SCALE: NONE  
DATE: 6/2015  
REVISED: 10/2018

**SAN MATEO COUNTY SEWER AND SANITATION DISTRICTS  
STANDARD SPECIFICATIONS  
PIPE TESTING REQUIREMENTS (CONTINUED)**

5. CLOSED CIRCUIT TELEVISION (CCTV) INSPECTIONS OF SANITARY SEWER MAINS
- CCTV INSPECTION OF THE SANITARY SEWER MAINS SHALL BE PERFORMED BY THE APPLICATION/ CONTRACTOR IN CONFORMANCE WITH THE FOLLOWING PROVISIONS AND THE DIRECTIONS OF THE DISTRICT.
- A) CCTV INSPECTION SHALL BE FROM MANHOLE-TO-MANHOLE, AND SANITARY SEWER SERVICE SHALL BE MAINTAINED AT ALL TIMES DURING CLEANING AND CCTV INSPECTION OF THE SEWER LINES.
  - B) PRIOR TO CCTV INSPECTION, THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND FOREIGN OBJECTS INSIDE THE SANITARY SEWER LINES AND MANHOLES WHERE WORK WAS PERFORMED, AND THEN FLUSH AND CLEAN ALL PARTS OF THE SYSTEM, AND REMOVE ALL ACCUMULATED CONSTRUCTION DEBRIS, GRAVEL, SILT AND OTHER FOREIGN MATERIAL FROM THE SANITARY SEWER SYSTEM AT OR NEAR THE CLOSEST DOWNSTREAM MANHOLE USING MECHANICAL RODDING, FLUSHING, OR BUCKETING EQUIPMENT, IF NECESSARY.
  - C) THE CONTRACTOR SHALL FURNISH ALL MATERIALS, TOOLS, EQUIPMENT AND LABOR REQUIRED TO PERFORM CCTV INSPECTION; AND CCTV INSPECTION EQUIPMENT SHALL BE APPROVED BY THE DISTRICT.
  - D) VIDEO EQUIPMENT SHALL INCLUDE A TELEVISION CAMERA IN COLOR FORMAT SPECIFICALLY DESIGNED AND CONSTRUCTED FOR OPERATION IN CONNECTION WITH SEWER INSPECTION AND FOR OPERATION IN SEWERS UNDER 100% HUMIDITY CONDITIONS. THE CAMERA SHALL HAVE A MINIMUM CAPABILITY OF 350 LINES OF RESOLUTION AND SHOULD BE OF THE "ARTICULATING HEAD" TYPE TO ALLOW LATERALS AND DEFECTS TO BE VIEWED DIRECTLY. LIGHTING AND CAMERA QUALITY SHALL PRODUCE A CLEAR, IN-FOCUS PICTURE OF THE ENTIRE PERIPHERY OF THE PIPE FOR A MINIMUM DISTANCE OF SIX FEET (6'). THE CAMERA SHALL BE MOVED THROUGH THE LINE, PREFERABLY IN THE DIRECTION OF THE SEWAGE FLOW, AT A MODERATE RATE, STOPPING AT JOINTS, LATERAL CONNECTIONS AND WHEN NECESSARY TO PERMIT PROPER DOCUMENTATION OF THE SEWER'S CONDITION. IN NO CASE SHALL THE TELEVISION CAMERA BE OPERATED AT A SPEED GREATER THAN 30 FEET PER MINUTE. MANUAL WINCHES, POWER WINCHES, TV CABLE, AND POWERED REWINDS OR OTHER DEVICES THAT DO NOT OBSTRUCT THE CAMERA VIEW OR INTERFERE WITH PROPER DOCUMENTATION OF THE SEWER CONDITIONS SHALL BE USED TO MOVE THE CAMERA THROUGH THE SEWER LINE.
  - E) THE CCTV INSPECTION SHALL BE CONTINUOUS COLOR DIGITAL RECORDING IN MPEG 4 FORMAT FOR EACH PIPE SEGMENT INSPECTED. THE INSPECTION VIDEO SHALL BE EITHER CONFIGURED FOR VIEWING USING THE LATEST VERSION OF WINDOWS MEDIA PLAYER, OR THE APPROPRIATE VIEWING SOFTWARE MUST BE SUBMITTED ON EACH DVD. DVDS SHALL BE SUBMITTED TO THE DISTRICT WITH A TYPED LOG OF THE INSPECTION FOR REVIEW AND ACCEPTANCE. ALL DVDS SHALL BECOME THE PROPERTY OF THE COUNTY. IF, IN THE OPINION OF THE DISTRICT, THE SUBMITTED DVDS ARE OF POOR QUALITY SUCH THE DISTRICT IS UNABLE TO EVALUATE THE CONDITION OF THE SEWER LINES, THE DISTRICT MAY REJECT THE DVDS AND REQUIRE THE CCTV INSPECTION TO BE REPEATED AND NEW DVDS SUBMITTED TO THE DISTRICT FOR REVIEW AND ACCEPTANCE.
  - F) SUBMITTED DVDS, WHEN REPLAYED ON A MONITOR, SHALL BE CLEAR AND IN-FOCUS, AND SHALL INCLUDE A CONTINUOUS ON-SCREEN DISPLAY CONTAINING, AT A MINIMUM, THE DATE OF VIDEO INSPECTION AND IDENTIFICATION OF THE SANITARY SEWER LINE AND SEGMENT (STREET LOCATION, UPSTREAM AND DOWNSTREAM MANHOLE NUMBERS) OF THE LINE BEING VIEWED, AND FOOTAGE. THE NUMBER DESIGNATIONS FOR EXISTING SANITARY SEWER MANHOLES SHALL BE AS SHOWN ON THE DISTRICT MAPS.

COUNTY OF SAN MATEO  
DEPARTMENT OF  
PUBLIC WORKS



REDWOOD CITY  
CALIFORNIA

DRAWN BY: N.M.A.  
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SCALE: NONE  
DATE: 6/2015  
REVISED: 10/2018

**SAN MATEO COUNTY SEWER AND SANITATION DISTRICTS  
STANDARD SPECIFICATIONS  
PIPE TESTING REQUIREMENTS (CONTINUED)**

- G) IF, UPON THE DISTRICT'S REVIEW OF THE CCTV INSPECTION, ANY DEBRIS OR FOREIGN MATTER IS STILL PRESENT IN THE SANITARY SEWER SYSTEM, THE CONTRACTOR SHALL RE-FLUSH AND CLEAN, AND RE-CCTV INSPECT THOSE SECTIONS AND PORTIONS OF THE SANITARY SEWER LINES AND MANHOLES, AS REQUIRED AND AS DIRECTED BY THE DISTRICT. THIS PROCESS SHALL BE REPEATED UNTIL CCTV INSPECTION INDICATES THAT THE SANITARY SEWER LINES HAVE BEEN SATISFACTORILY CLEANED.
- H) ANY DAMAGE TO THE EXISTING SANITARY SEWER MAIN CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR, TO THE SATISFACTION OF THE DISTRICT.
- I) ANY DAMAGE TO EITHER PUBLIC OR PRIVATE FACILITIES (DUE TO, FOR EXAMPLE, A SANITARY SEWER MAINLINE BACKUP) AS A RESULT OF THE CONTRACTOR'S CCTV INSPECTION OPERATIONS, AS DESCRIBED ABOVE, SHALL BE REPAIRED OR CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE DISTRICT.

6. CLOSED CIRCUIT TELEVISION (CCTV) INSPECTIONS OF PRIVATE SANITARY SEWER LATERALS

A VIDEO INSPECTION SHALL BE PERFORMED BY THE APPLICANT/CONTRACTOR OF PRIVATE SEWER LATERALS AS SPECIFIED BY THE DISTRICT. A DVD SHALL BE MADE OF THE INSPECTION AND DELIVERED ALONG WITH A TYPED LOG OF THE INSPECTION TO THE DISTRICT FOR REVIEW AND ACCEPTANCE. THE INSPECTION VIDEO SHALL BE EITHER CONFIGURED FOR VIEWING USING THE LATEST VERSION OF WINDOWS MEDIA PLAYER, OR THE APPROPRIATE VIEWING SOFTWARE MUST BE SUBMITTED ON EACH DVD. PRIOR TO PERFORMING THE VIDEO INSPECTION, ALL DEBRIS OR FOREIGN OBJECTS INSIDE THE SEWER LATERAL SHALL BE CLEANED AND REMOVED. IF THE VIDEO INSPECTION SHOWS ANY DEBRIS STILL EXISTS INSIDE THE SEWER LATERAL, IT SHALL BE REMOVED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE. AFTER THE REMOVAL OF ALL DEBRIS,, THE CONTRACTOR MUST PROVIDE A VIDEO OF THE RE-INSPECTED SEWER LATERAL.

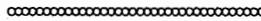
IMMEDIATELY PRIOR TO TELEVISIONING THE SEWER LATERALS, AN AMOUNT OF WATER ACCEPTABLE TO THE DISTRICT'S REPRESENTATIVE SHALL BE INTRODUCED INTO THE SEWER LATERAL BEING INSPECTED. SUBMITTED DVDS SHALL INCLUDE A CONTINUOUS ON-SCREEN DISPLAY, WHICH CONTAINS, AT A MINIMUM, THE DATE OF THE VIDEO INSPECTION AND LOCATION OF THE SEWER LATERAL INSPECTION BY INDICATING ADDRESS, AND FOOTAGE. VIDEO EQUIPMENT SHALL INCLUDE A TELEVISION CAMERA IN COLOR FORMAT SPECIFICALLY DESIGNED AND CONSTRUCTED FOR OPERATION IN CONNECTION WITH SEWER INSPECTION AND FOR OPERATION IN SEWERS UNDER 100% HUMIDITY CONDITIONS. LIGHTING AND CAMERA QUALITY SHALL PRODUCE A CLEAR, IN-FOCUS PICTURE OF THE ENTIRE PERIPHERY OF THE PIPE FOR A MINIMUM DISTANCE OF SIX (6) FEET. THE CAMERA SHALL BE MOVED THROUGH THE LINE, IN A SMOOTH FASHION, PREFERABLY IN THE DIRECTION OF THE SEWAGE FLOW, AT A MODERATE RATE, STOPPING WHEN NECESSARY TO PERMIT PROPER DOCUMENTATION OF THE SEWER LATERALS CONDITION. IN NO CASE SHALL THE TELEVISION CAMERA BE OPERATED AT A SPEED GREATER THAN 30 FEET PER MINUTE.

IF, IN THE OPINION OF THE DISTRICT, THE SUBMITTED DVDS ARE OF POOR QUALITY SUCH THAT THE DISTRICT IS UNABLE TO EVALUATE THE CONDITION OF THE SEWER LATERAL, THE DISTRICT MAY REJECT THE DVDS AND REQUIRE THE VIDEO INSPECTION TO BE REPEATED AND NEW DVDS SUBMITTED TO THE DISTRICT FOR REVIEW AND ACCEPTANCE. ALL DVDS SHALL BECOME THE PROPERTY OF THE COUNTY.

THE APPLICANT/CONTRACTOR IS RESPONSIBLE FOR ALL WORK LISTED IN THE PRECEDING PARAGRAPHS.

COUNTY OF SAN MATEO

DEPARTMENT OF  
PUBLIC WORKS



REDWOOD CITY  
CALIFORNIA

DRAWN BY: N.M.A.  
CHECK BY: R.O.  
APPROVED BY: N.R.C.

SCALE: NONE  
DATE: 6/2015  
REVISED: 10/2018

**SAN MATEO COUNTY SEWER AND SANITATION DISTRICTS  
STANDARD SPECIFICATIONS  
PIPE TESTING REQUIREMENTS (CONTINUED)**

7. DEFLECTION TESTING OF POLYVINYL CHLORIDE (PVC) SEWER MAINS SHALL BE PERFORMED AFTER THE PLACEMENT OF ALL TRENCH BACKFILL. PIPE DEFLECTION SHALL BE TESTED BY PULLING BY HAND A GO/NO-GO MANDREL THROUGH THE INSTALLED SECTIONS OF SEWER MAIN.

THE MANDREL USED SHALL HAVE A MINIMUM LENGTH EQUAL TO ITS DIAMETER. THE MANDREL SHALL BE CONSTRUCTED WITH A MINIMUM OF NINE (9) RIBS FABRICATED PARALLEL TO ITS LONGITUDINAL AXIS. BOTH THE DESIGN OF THE MANDREL AND THE FABRICATED MANDREL ITSELF SHALL BE INSPECTED AND APPROVED BY THE DISTRICT WELL IN ADVANCE OF THE DEFLECTION TEST.

THE MANDREL DIAMETER SHALL BE 95% OF THE PIPE'S AVERAGE INSIDE DIAMETER AS DEFINED BY ASTM SPECIFICATION D3034, AND AS DETAILED IN THE FOLLOWING TABLE:

NOMINAL PIPE SIZE (inches)	AVERAGE INSIDE DIAMETER (inches)	MINIMUM MANDREL DIAMETER (inches)
6	5.893	5.598
8	7.891	7.497
10	9.864	9.371

NOTE: AVERAGE INSIDE DIAMETER = AVERAGE OUTSIDE DIAMETER - 2(1.06)T;  
WHERE T = MINIMUM WALL THICKNESS AS DEFINED BY ASTM SPECIFICATION D3034.

8. REQUIRED TESTING METHOD FOR SEWER MAIN AND MANHOLE TESTING AREA AS FOLLOW:

TEST METHOD	PURPOSE	PIPE TESTING (PVC, VCP, DIP, HDPE)	MANHOLE TESTING
AIR TEST	LEAKAGE IN PIPE	ALL MATERIALS EXCEPT HDPE	NOT APPLICABLE
BALL TEST	OBSTRUCTION AND JOINT OFFSET IN PIPE	ONLY ON VCP AND DIP	NOT APPLICABLE
MANDREL TEST	DEFLECTION IN PIPE	ONLY ON PVC	NOT APPLICABLE
CCTV	DEFECTS IN PIPE	ALL MATERIALS	NOT APPLICABLE
VACCUM OR WATER TEST	LEAKAGE IN MANHOLE	NOT APPLICABLE	YES

## **Appendix G**

### **Photos of Mailboxes to be Reset**



2855 Adeline Drive



2932 Hillside Drive



2928 Hillside Drive



2924 Hillside Drive



2920 Hillside Drive



2916 Hillside Drive



2900 Hillside Drive



2892 Hillside Drive



2896 Hillside Drive

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# PROPOSAL SECTION

## Contractor's Check-Off List:

1. Complete **Bidder's Information Sheet**, Page 1 to 2
2. Complete **Bid Proposal Sheet**, Page 3 to 5
3. Complete **Acknowledgement of Site Visit Form**, Page 6
4. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond), Page 7
5. Complete **Principal(s) and Title(s) Sheet**, Page 9
6. Complete **State Contractor's License No.** and **Department of Industrial Relations Registration No.** Sheet, Page 10
7. Complete **Subcontractor List Sheets**, Pages 11 & 12
8. Complete **Certification of Intent Sheet**, Page 16
9. **Equal Employment Opportunity Sheets:**
  - i. Complete **Questionnaire for Bidder Sheet**, Pages 17 to 19
  - ii. Complete **Contractor Report Form**, Page 20
10. Complete **Equal Benefits Compliance Declaration Form**, Page 26
11. Complete **Employee Jury Service Compliance Declaration Form**, Page 30
12. Complete **Non-Collusion Declaration Form**, Page 31
13. Complete **Certification of Bidder's Qualifications and Experience Form**, Page 32 to 35

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

**HILLSIDE / ADELINE AREA SANITARY SEWER REHABILITATION PROJECT  
BURLINGAME HILLS SEWER MAINTENANCE DISTRICT**

**TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025**

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, dated May 2006, the Standard Specifications, dated May 2006, 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 **“Hillside / Adeline Area Sanitary Sewer Rehabilitation Project Burlingame Hills Sewer Maintenance District”** File E5025 in the Department of Public Works.

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

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

PROPOSAL TO THE COUNTY OF SAN MATEO

HILLSIDE / ADELINE AREA SANITARY SEWER REHABILITATION PROJECT  
BURLINGAME HILLS SEWER MAINTENANCE DISTRICT

TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY

COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	10	1	LS	Construction Waste Management	\$	\$
2	11	1	LS	Mobilization (not to exceed 3% of total bid price)	\$	\$
3	11-1 & 20	1	LS	Water Pollution Control	\$	\$
4	12-2	1	LS	Traffic Control	\$	\$
5	15-2	9	EA	Reset Mailbox	\$	\$
6 (R)	15-5	32	EA	Potholing	\$	\$
7	17	1	LS	Develop and Apply Water	\$	\$
8	51-3	1,510	LF	Reconstruct 1.5'-2' Wide Rolled Curb / Valley Gutter	\$	\$
9	15-4, 57	46	EA	Timber Laggings – 2” x 12” x 2’	\$	\$
10	15-4, 57	30	EA	Timber Laggings – 2” x 12” x 3’	\$	\$
11	15-4, 57	19	EA	Timber Posts – 4” x 4” x 4’	\$	\$
12	15-4, 57	12	EA	Timber Posts – 4” x 4” x 5’	\$	\$
13 (R)	100-11.1	7*	EA	Reset Water Meter Box	\$	\$
14 (R)	100-11.1	7*	EA	Reset Water Meter	\$	\$
15 (R)	100-11.2	31	EA	Relocate Water Service Line	\$	\$
16	100-13	1	LS	Asbestos Mitigation Work Plan	\$	\$
17 (R)	100-13	5	DAY	Asbestos Monitoring	\$	\$
18 (R)	100-13	10	CY	Asbestos Disposal	\$	\$

Proposal continued on next page

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
19	102-3	1,875	LF	Replace Existing 6-inch Sanitary Sewer with 6" PVC C900 DR 18 by Open Trench Method in Street	\$	\$
20 (R)	102-4	28	EA	Sanitary Sewer Main Localized Repair (up to 15 feet)	\$	\$
21	102-5	30	EA	Reconnect Sanitary Sewer Lateral (Open-Trench Method)	\$	\$
22 (R)	102-6	50*	LF	Sanitary Sewer Lateral Replacement	\$	\$
23	103	1	LS	Trench Safety	\$	\$
24	104-2	11	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Shoulder/Valley Gutter/Embankment	\$	\$
25	104-2	4	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Driveway	\$	\$
26	104-2	11	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Street	\$	\$
27	104-2	1	EA	Replace Existing Sanitary Sewer Manhole with Shallow Concrete Manhole in Easement	\$	\$
28 (R)	104-3	1	EA	Install New Sanitary Sewer Manhole in Street	\$	\$
29	104-4	9	EA	Replace Sanitary Sewer Cleanout	\$	\$
30	104-5	7,600	LB	Sanitary Sewer Manhole Frame and Cover	\$	\$
31 (S)	105	4,696	LF	Cured-in-Place Pipeliner (CIPP) (6-inch)	\$	\$
32	105-3.5	57	EA	Reinstate Sanitary Sewer Lateral (CIPP)	\$	\$
33	107	1	LS	Restoration of Paved Surfaces and Improvements	\$	\$

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.  
(S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.  
(R) Revocable Item  
\*This item has an assumed quantity to facilitate bidding. Actual quantity will be determined during construction.

**ACKNOWLEDGEMENT OF SITE VISIT**

I hereby acknowledge that a representative or representatives from our firm has/have visited the site as required for acceptance of bid for the project “**Hillside/Adeline Area Sanitary Sewer Rehabilitation Project**”. Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

\_\_\_\_\_  
Name of Firm

_____ Name(s) of Visiting Representative(s) (Please Print)	_____ Job Title	_____ Date of Visit
--	--------------------	------------------------

Acknowledged by,

_____ Name (Please Print)	_____ Job Title
------------------------------	--------------------

_____ Signature	_____ Date Signed
--------------------	----------------------

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

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

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

for the item shall prevail in accordance with the following:

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

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

Accompanying this Proposal is:

- Cash
- A Cashier's Check (made payable to the "County of San Mateo")
- A Certified Check (made payable to the "County of San Mateo")
- A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo")

in the amount equal to at least ten percent (10%) of the total bid.

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

**PROVISIONS OF LABOR CODE**

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

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

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

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

<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 8-1.01, "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.: \_\_\_\_\_

**SAN MATEO COUNTY  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACT COMPLIANCE PROGRAM**

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

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

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

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

The Contractor is further required to:

- a. Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement: "**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;
- b. Permit access by County and State compliance officials to his employment records; and
- c. 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, 5<sup>th</sup> Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

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

**CERTIFICATION OF COMPLIANCE  
WITH LAWS PROHIBITING DISCRIMINATION**

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

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

**CERTIFICATION OF INTENT**

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

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

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

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**Signature and Title of Authorized Representative or Bidder**

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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.

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PROJECT: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ DATE OF SUBMITTAL: \_\_\_\_\_

OFFICIAL FOR COMPANY: \_\_\_\_\_

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d. \_\_ 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?

e. \_\_ Yes \_\_\_\_\_ No Does your employment advertising state that you are an Equal Opportunity Employer?

f. \_\_ 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?

g. \_\_ Yes \_\_\_\_\_ No Were any employees hired by means other than the union hiring hall in the past year?

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

h. If non-union personnel are employed by the company, or if a position

cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

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i. How many apprentices do you employ? \_\_\_\_\_

How many of these are minorities? \_\_\_\_\_

j.  Yes \_\_\_\_\_  No Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

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k.  Yes \_\_\_\_\_  No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups \_\_\_\_\_

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- l. What percentage of your work force is covered by union agreement? \_\_\_\_
- m. \_\_\_\_ Yes \_\_\_\_\_ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?
- n. \_\_\_\_ Yes \_\_\_\_\_ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?
- o. Describe any previous experience with Equal Employment Opportunity Programs:

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If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.



**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)

**CERTIFICATION OF BIDDER'S  
QUALIFICATIONS AND EXPERIENCE**

(To Be Submitted With Proposal)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the project which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

**A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

If the answer to any of questions 1 through 4 is "yes", or if the answer to question 5 is "no", the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Has your contractor's license been revoked at any time in the last five (5) years?  
 Yes                       No
  
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
 Yes                       No
  
3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
 Yes                       No
  
4. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?  
 Yes                       No
  
5. The Bidder has been engaged in the contracting business, under the present business name for at least 5 years and has experience in work of a nature similar to this project?  
 Yes                       No

**B. COMPANY EXPERIENCE**

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list **at least three projects that involved at least 1,000 linear feet of 6-inch minimum diameter cured-in-place pipeliner using the same lining, resin, and curing method planned for this project.**

Any projects listed below which are not as defined above will not be considered by the County of San Mateo in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work when acting as a general contractor or ten percent (10%) of the Work when acting as a subcontractor on each of the projects listed below. The County of San Mateo considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner:** \_\_\_\_\_

**General Contractor or Subcontractor for Project:** \_\_\_\_\_

**Work Performed:** \_\_\_\_\_

**Total Construction Cost: \$** \_\_\_\_\_

**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_

**Construction Time:** \_\_\_\_\_ **Calendar Days**

**Owner's Representative:** \_\_\_\_\_

**Owner's Telephone No.:** \_\_\_\_\_

**Date of Substantial Completion:** \_\_\_\_\_

2. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner:** \_\_\_\_\_

**General Contractor or Subcontractor for Project:** \_\_\_\_\_

**Work Performed:** \_\_\_\_\_

**Total Construction Cost: \$** \_\_\_\_\_

**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_

**Construction Time:** \_\_\_\_\_ **Calendar Days**

**Owner's Representative:** \_\_\_\_\_

**Owner's Telephone No.:** \_\_\_\_\_

**Date of Substantial Completion:** \_\_\_\_\_

3. **Project Name & Description:** \_\_\_\_\_

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

**Owner:** \_\_\_\_\_

**General Contractor or Subcontractor for Project:** \_\_\_\_\_

**Work Performed:** \_\_\_\_\_

**Total Construction Cost: \$** \_\_\_\_\_

**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_

**Construction Time:** \_\_\_\_\_ **Calendar Days**

**Owner's Representative:** \_\_\_\_\_

**Owner's Telephone No.:** \_\_\_\_\_

**Date of Substantial Completion:** \_\_\_\_\_

**The undersigned hereby states that all representations regarding the Bidder's Company Experience are correct and true.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signatory

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the “County” and \_\_\_\_\_, hereinafter called the “Contractor,”

**W I T N E S S E T H:**

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

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

**HILLSIDE / ADELINE AREA SANITARY SEWER REHABILITATION PROJECT  
BURLINGAME HILLS SEWER MAINTENANCE DISTRICT**

**TOTAL PROJECT APPROXIMATELY 6,570 LINEAR FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. SB005  
PROJECT FILE NO. E5025**

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

**II. Payments:** The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated \_\_\_\_\_, 2020, on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part

of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

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

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

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

**NINETY (90) WORKING DAYS**

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

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

there is a separate Contract price, the Contract price shall control.

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

VI. **Merger Clause:** This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, and are on file with the County Manager/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

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

VII. **Surety Bonds:** The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

VIII. **Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The

Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

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

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

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

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.12, “Indemnification and 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, Burlingame Hills Sewer Maintenance District, City of Burlingame, 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, Burlingame Hills Sewer Maintenance District, City of Burlingame, 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, Burlingame Hills Sewer Maintenance District, City of Burlingame, and their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

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

**Such insurance shall include:**

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

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

D. Hold Harmless

The Contractor's attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.12, "Indemnification and 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, Burlingame Hills Sewer Maintenance District, City of Burlingame, 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, Burlingame Hills Sewer Maintenance District, and City of Burlingame.

The provisions of Section 7-1.12A, "Indemnification," of the Standard Specifications are superseded by the following:

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

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

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

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

**E. Compensation**

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

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

**IX. Prevailing Wages:** Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or

type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor 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,” of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

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

**XI. Non-Discrimination and Other Requirements:**

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be

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

b. Equal Employment Opportunity:

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

Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

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

d. Compliance with County's Equal Benefits Ordinance:

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

e. Discrimination Against Individuals with Disabilities:

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

advance in employment qualified individuals with disabilities.

f. History of Discrimination:

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

g. Reporting; Violation of Non-discrimination Provisions:

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

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

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

sanctions, as determined by the County Manager.

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

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

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

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

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

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

**XIII. Termination of Agreement:** The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefor. 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. COVID-19: This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.**

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

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; or

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

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

**XVI. 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.

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

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

- A. CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C. CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**XIX. Notices:** Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either being deposited in the United

States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County, to:**

James C. Porter, Director of Public Works  
 County of San Mateo  
 555 County Center, 5<sup>th</sup> Floor  
 Redwood City, CA 94063-1665  
 Facsimile: 650-361-8220  
 Email: jporter@smcgov.org

**In the case of Contractor, to:**

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

**XX. Contract Amount and Change Orders:**

**A. Contract Amount**

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

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**B. Change Orders**

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

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

**XXII. Electronic Signature:** Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic and Facsimile Signatures Administrative Memo (B-

29). Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

**“District”**

BURLINGAME HILLS SEWER MAINTENANCE  
DISTRICT  
State of California

BY: \_\_\_\_\_  
**President, Board of Supervisors**  
**Ex-Officio Governing Board**

ATTEST:

\_\_\_\_\_  
Michael Callagy, County Manager/  
Clerk of the Board of Supervisors

**“Contractor”**

\_\_\_\_\_  
Name of Contractor

BY: \_\_\_\_\_  
(Authorized Signature and Seal of Bidder)