

**COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR**

**HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK  
EMBANKMENT AND WINGWALL REPAIRS PROJECT**

**TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW909  
PROJECT FILE NO. E5003**

APPROVED: \_\_\_\_\_ April 15 \_\_\_\_\_, 2022





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

\*\*\*\*\*

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

Last Updated: April 11, 2022

\\dpw.sanmateocounty.ads\data\Users\design\C3D\E5003000\_Higgins Canyon Slip-Out\09 Design\100% Final  
P&S\RW909 - Higgins Canyon Slip-Out Repair - 100% FINAL Specs.docx



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RMP Manual: BMP Table Chapter 9

RMP Manual: Mitigation Monitoring and Reporting Plan (MMRP)

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Name and Address of Bidder

Contractor Declaration Statement

Bid Schedules

Bidder's Bond

Signature of Bidder

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San Mateo County Equal Employment Opportunity Program

Equal Benefits Compliance Ordinance No. 04026

(Title 2, Chapter 2.84, San Mateo County Ordinance Code)

Equal Benefits Compliance Declaration Form

Contractor Employee Jury Service Ordinance No. 04269

(Title 2, Chapter 2.85, San Mateo County Ordinance Code)

Contractor Employee Jury Service Compliance Declaration Form

Non-Collusion Declaration Form

Certification of Bidder's Qualification and Experience

### **AGREEMENT**

Signature Sheet

**COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

**NOTICE TO CONTRACTORS**

**NOTICE IS HEREBY GIVEN**, that

Sealed bids will be received at the office of the County Executive/Clerk of the Board of Supervisors, Hall of Justice and Records, 400 County Center, Redwood City, California, 94063 **within one-half (1/2) hour prior to the bid opening** until the hour of

**2:30 p.m., Thursday, May 12, 2022**

which **all bids (hand-delivered)** will then be transmitted to the **main public entrance** of in 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:

**HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK  
EMBANKMENT AND WINGWALL REPAIRS PROJECT**

**TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW909  
PROJECT FILE NO. E5003**

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, 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 below and you will receive a separate link for downloading an electronic copy of the Plans and Specifications:

[https://www.smcgov.org/HigginsPlanHoldersAffidavitForm\\_RW909](https://www.smcgov.org/HigginsPlanHoldersAffidavitForm_RW909)

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

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

Plan Holder's Affidavit	
Project Title	Higgins Canyon Road Bridge at Mills Creek Embankment and Wingwall Repairs Project
Project No.	RW909
Project Engineer:	Michelle Manalo
Project Manager:	Anthony Lum
Bid Open Date and Time:	2:30 p.m., Thursday, May 12, 2022
Company Name:	
Mailing Address:	
Phone Number:	Fax Number:
E-mail Address:	
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

2. The Plan Holders List will be posted to the County of San Mateo's Public Works website two (2) working days prior to the bid open date.
3. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to [mmanalo@smcgov.org](mailto:mmanalo@smcgov.org), not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.
4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
5. Proposals in which the prices obviously are unbalanced may be rejected.

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

**ENGINEER'S ESTIMATE****HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK  
EMBANKMENT AND WINGWALL REPAIRS PROJECT****TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY****COUNTY PROJECT NO. RW909  
PROJECT FILE NO. E5003**

<b>Item No.</b>	<b>Item Description</b>	<b>Section No.</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>
1	Mobilization	11	LS	1
2	Maintaining Traffic	12	LS	1
3	Water Pollution Control	13-1	LS	1
4	Temporary Creek Diversion System	13-2	LS	1
5	Construction Waste Management	14	LS	1
6	Clearing and Grubbing	17	LS	1
7	Remove Trees	17-1	EA	2
8	Structure Excavation (F)	19-1	CY	16
9	Channel Excavation (F)	19-2	CY	130
10	Embankment Construction (F)	19-3	CY	42
11	Structure Backfill (F)	19-4	CY	16
12	Excavation Dewatering	19-5	LS	1
13	Sakrete Weir Removal	19-6	LS	1
14	Temporary Silt Fence	21-1	LF	180
15	Willow Poles	21-3	EA	39
16	Rootwad	21-4	LS	1
17	Bonded Fiber Matrix	21-5	SF	1,470
18	Erosion Control Blanket	21-6	SF	930
19	Ground Anchors	46	EA	8

*Table continued on next page*

*Table continued from previous page*

Item No.	Item Description	Section No.	Unit of Measure	Estimated Quantity
20	Steel Soldier Pile (HP 12x53)	49	LF	110
21	30-Inch Cast-In-Drill-Hole Concrete Piling	49	LF	130
22	Minor Concrete (Drop Inlet)	51-1	EA	1
23	Minor Concrete (Gutter)	51-1	LF	27
24	Structure Concrete (Lagging)	51-2	EA	90
25	Structure Concrete (Underpinning)	51-2	CY	13
26	Structure Concrete (Panel)	51-2	CY	2
27	Geocomposite Drain	68-1	SF	250
28	15" (CMP) Downdrain	69	LF	20
29	Permeable Material, Class 2	72	CY	45
30	¼ Ton RSP (Revetment, Method A) (F)	72	CY	130
31	Chain Link Fence (Type CL-6)	80-1	LF	27
32	Temporary Fence (Type ESA)	80-2	LF	30
33	Temporary Exclusion Fence	80-2	LF	180
34	Temporary Fence (CL-6)	80-2	LF	110
35	Remove and Replace Existing Roadside Signs	82-1	EA	1
36	Construction Staking and Layout	100	LS	1
37	Tree Protection	102	EA	1

**Engineer's Estimate of Costs: \$ 624,000**

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

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

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

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

**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 \$40.00 PER SET**

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

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

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

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

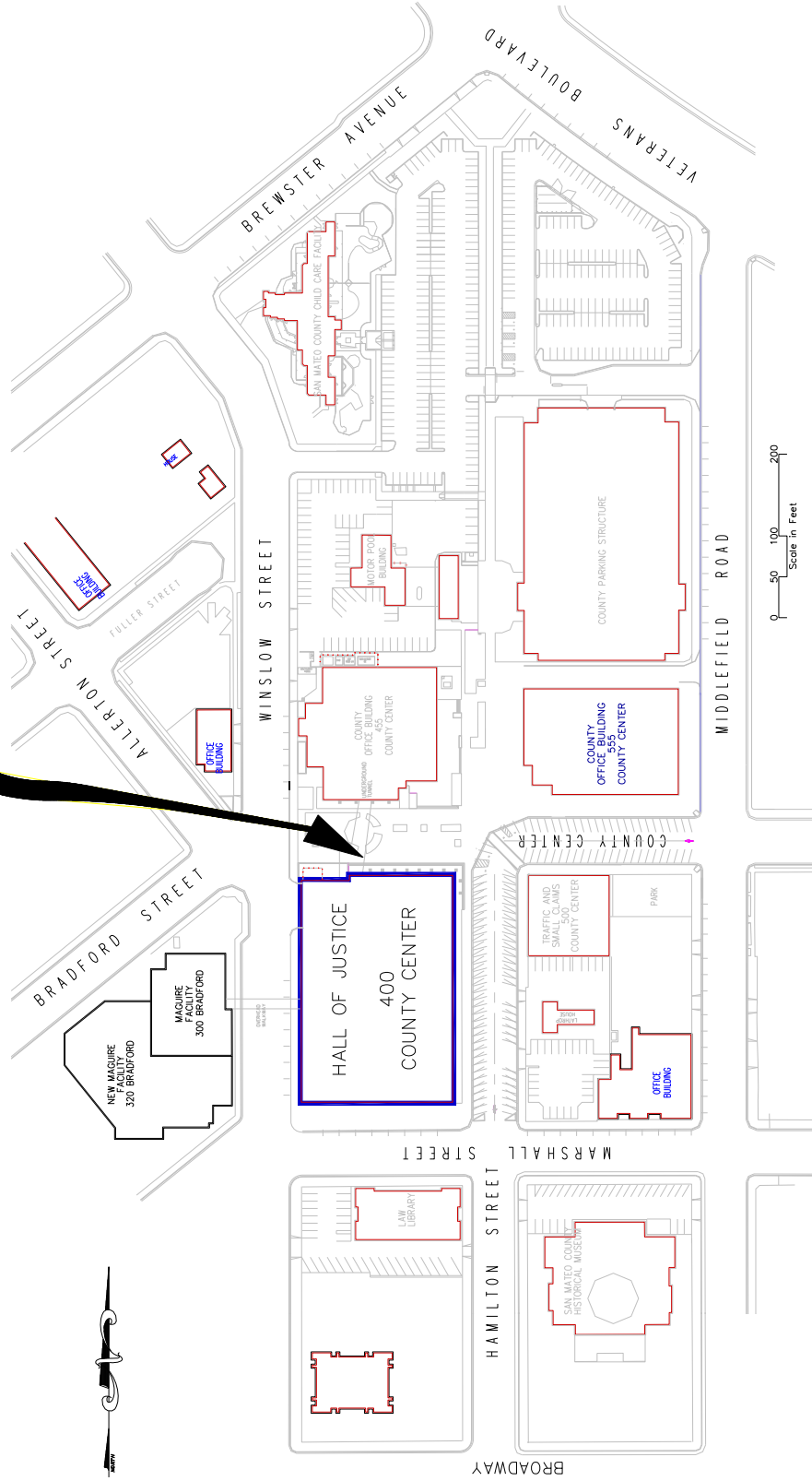
BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

DATE: April 15, 2022

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

PUBLIC ENTRANCE  
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

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

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**SPECIAL PROVISIONS  
FOR**

**HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK  
EMBANKMENT AND WINGWALL REPAIRS PROJECT**

**TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW909  
PROJECT FILE NO. E5003**

**DATE: April 15, 2022**

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

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

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

**END OF SECTION**

## SECTION 2. BIDDING

The Bidder's attention is directed to all the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer in lieu of the sample forms provided herein in Appendix C of these Special Provisions. The County will not be responsible for any oral interpretations to Bidders with respect to any of the work embraced herein.

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

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

### 2-1. Plans and Specifications

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

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

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

**END OF SECTION**



### SECTION 3. CONTRACT AWARD AND EXECUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

**END OF SECTION**

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

The work to be done consists, in general, of excavating soil, constructing a soldier pile concrete lagging retaining wall with ground anchors, installing a wingwall underpinning system, dewatering, removing an existing sacked concrete weir in the creek channel, installing and compacting backfill, and drainage improvements including a concrete gutter with drop inlet and down drain. Work also includes installing a rock slope protection revetment with soil and plantings, and erosion control/slope protection, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

**END OF SECTION**

## SECTION 5. CONTROL OF WORK

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

### 5-1. Differing Site Conditions

This section shall be used in lieu of Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications. Section 4-1.06 of the Standard Specifications shall not apply.

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

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

- a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.
- D. In the event conditions materially differ from those indicated, the Contractor shall have no claim for construction delays, unless said conditions are determined by the Engineer to impact the controlling item of work.

5-2. Repair of Equipment

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

5-3. Cooperation

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

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

5-4. Permits and Licenses

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

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

**Contractor's attention is directed to Appendix F, "San Mateo County Routine Maintenance Program Manual BMPs and MMRP," of these Project Specifications.**

5-5. Project Appearance

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

5-6. Preservation of Property

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

5-7. Air Pollution Control

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

5-8. Obstructions

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

5-9. Sound Control

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

5-10. Public Convenience

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

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

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Sections 5-1.20B(4), "Contractor-Property Owner Agreement," and 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications, and Section 14, "Construction Waste Management," of these Special Provisions. The Contractor's attention is further directed to Appendix "A", "Construction Waste Management Plan," of these Special Provisions.

5-12. Sanitary Sewer Monitoring and Reporting Requirements

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

5-13. Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications.

**END OF SECTION**

## SECTION 6. CONTROL OF MATERIALS

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

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

### 6-1. Certificates of Compliance

Certificates of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications shall be furnished for all manufactured products, unless otherwise waived by the Engineer.

### 6-2. Materials Testing

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

<b>Material To Be Tested</b>	<b>Property Being Tested</b>	<b>Acceptable Test Method(s)</b>	<b>Description</b>
Aggregate Base	Relative Compaction	CT 216/CT 231	Determines field densities using a nuclear gage.
Concrete	Strength	CT 521	Determines compressive strength of molded concrete cylinders
Grout	Compressive Strength	ASTM C1019	Determines compressive strength of freshly-mixed grout using grout sample box.

*Table continued on next page*



*Table continued from previous page*

<b>Material To Be Tested</b>	<b>Property Being Tested</b>	<b>Acceptable Test Method(s)</b>	<b>Description</b>
Ground Anchors	Load Capacity and Load Deformation Behavior	FHWA Geotechnical Engineering Circular No. 4 – Proof and Performance Testing	Verification of load capacity and deformation behavior of anchors before they are put into service.
Steel Rebar	Tensile Strength & Bend Capability	ASTM A625; A370	Determines tensile strength and bend capability

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

**END OF SECTION**

## SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

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

### 7-1. Equal Employment Opportunity Program for Minority Employment

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

#### 7-1.1. Definitions

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

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

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

Every bidder will submit with his bid, as required by Section 2.50.050 of Title 2, Chapter 2.50, a Certification of Compliance with the

laws prohibiting discrimination and a Certification of Intent to implement an equal employment opportunity program on the form furnished in the Proposal section of these Specifications.

7-1.3. Equal Employment Opportunity Program

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

A. Analysis of current work force

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

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

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

Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor

agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.

Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.

Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.

Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.

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

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

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

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

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

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

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

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

#### 7-1.6. Compliance of Contractor

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

#### 7-1.7. Compliance of Subcontractor

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

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

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

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

#### 7-1.9. Waiver of Compliance

In the event that any of the requirements of Sections 2.050.040 and .050.050 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation

to the Board of Supervisors. Such a waiver may only be granted by the Board and, if approved, shall become an integral part of the contract.

#### 7-1.10. Employee Benefits

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

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

#### 7-1.11. Non-Discrimination

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

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

- (1) termination of this Agreement;



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

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

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

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

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

## 7-2. Prevailing Wages

Attention is directed to Section 7-1.02K(2), "Wages," 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 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

### 7-2.1. Payroll Records

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

"If by the 7th working day after the 25th of the month, the Contractor has not submitted satisfactory payrolls for all work

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

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

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

#### **7-2.2. Contractor Employee Jury Service**

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that

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

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

7-3. Highway Construction Equipment

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

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

7-4. Public Safety

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

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

7-5. NOT USED

**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

### **EIGHTY-SIX (86) WORKING DAYS**

from the date of said beginning, as described above.

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

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

### 8-2. Liquidated Damages

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

**"The Contractor is advised that the Contractor shall complete any work in the creek by October 15<sup>th</sup>, or the Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until work in the creek is completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Reference is made to Appendix F of these Special Provisions."**

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

- (1) Section 13-2, "Temporary Creek Diversion System", \$500.00 per day**
- (2) Section 19-3, "Channel Excavation", \$500.00 per day**
- (3) Section 19-7, "Excavation Dewatering", \$500.00 per day**
- (4) Section 72, "Slope Protection" (¼ Ton RSP (Revetment, Method A)), \$500.00 per day**

**8-3. Progress Schedule**

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

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

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

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

**The Contractor is advised that:**

- (1) Contractor shall notify the Engineer a minimum of twenty-four (24) hours, prior to cancellation of any scheduled work. Should the**

**Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**

- (2) When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a "Stop Notice," and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**
- (3) Normal working hours shall not be earlier than 8:00 A.M. and no later than 5:00 P.M. unless otherwise approved in writing by the Engineer.**

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

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

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

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



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

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

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

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

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

**END OF SECTION**

## SECTION 9. MEASUREMENT AND PAYMENT

### 9-1. Force Account Work

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

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

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

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

### 9-2. Payments to Contractor

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

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

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

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

The filing of a Notice of Completion for the work herein provided shall not constitute an acceptance by the County of latent defects in said work.

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

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

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to the resolution of construction claims and to Section 3186 of the Civil

Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The Bidder is further notified that all provisions of Sections 9204 and 21014 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

**END OF SECTION**

**SECTION 10.**  
**DEVELOP AND APPLY WATER**

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

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

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

**END OF SECTION**

## SECTION 11. MOBILIZATION

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

### 11-1. Property Owner **Primary** Notification

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

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

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

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

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

#### 11-2. Rights of Entry

The Contractor is advised that the “Right of Entry” areas, as shown on the Plans, shall not be entered upon until specifically authorized, in writing, by the Engineer.

It is anticipated that authorization to enter shall be granted for the areas shown on the Plans no later than **THIRTY (30) CALENDAR DAYS** after the Contractor receives the Notice to Proceed. However, should authorization not be granted within the above time, the Contractor shall have no basis for a claim for damages or extra compensation in the event the Contractor's work is hindered or delayed until the expiration of **SIXTY (60) CALENDAR DAYS** after receiving the Notice to Proceed. Any such claim shall be valid only for a controlling item of work and only for the specific property for which a right of entry is required.

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

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

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

**END OF SECTION**



## SECTION 12. MAINTAINING TRAFFIC

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

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

### 12-1. 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. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until such notices are distributed.

### 12-2. Traffic Control Plan

The Contractor shall furnish an overall Traffic Control Plan for all phases of work. The Plan shall be in accordance with 2018 Standard Plan T-13 unless these requirements are modified as directed by the Engineer. The Contractor shall submit the

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

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



Advisory signs shall be set in accordance with the locations shown on the **Haul Route Plan of Plan Sheet 2**, or as otherwise approved by the Engineer. Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work, unless otherwise directed by the Engineer. No construction site work shall commence prior to the Engineer's written approval of the Traffic Control Plan and installation of required signs.

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than fifteen feet (15') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide

a minimum of one unobstructed, reversible traffic lane, not less than fifteen feet (15') wide, that is flagger controlled. The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefore. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein.

When ordered by the Engineer, the Contractor shall furnish additional flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car. During all non-working days, one channelized and unobstructed traffic lane, not less than fifteen feet (15') wide, shall be provided in each direction. Traffic may be stopped in both directions only as specifically authorized by the Engineer.

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

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

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

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

**END OF SECTION**

## **SECTION 13. WATER POLLUTION CONTROL**

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

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

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

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

Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local

creeks and wetlands, San Francisco Bay and the Pacific Ocean. The Contractor shall be responsible for any environmental damage caused by his operations and those of his subcontractors or employees.

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

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

#### 13.1 Water Pollution Control Program

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

A. Contractor Response

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

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

B. Excavation and Grading

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

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

The Contractor may elect to perform excavation or grading activities immediately prior to periods of forecasted rain if he certifies in writing to the Engineer that the site will be completely secured against erosion and/or water pollution at the conclusion of the work day and prior to any rainfall. The work site shall be considered as completely secured against erosion and/or water pollution

during or prior to forecast periods of rain if the turbidity of runoff from the site does not exceed the turbidity of runoff from adjacent, undisturbed sites by more than 50 NTUs (Nephelometric Turbidity Units). Should the turbidity of runoff from the work site exceed this limit, the Contractor shall be required to immediately place additional erosion and/or water pollution controls at his expense as directed by the Engineer, and shall be subject to any administrative fines or penalties associated with water quality or permit violations, and no additional compensation will be allowed therefore.

C. General Housekeeping

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

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

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

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

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 14, "Construction Waste Management," of these Special Provisions.

The Contractor shall maintain portable toilets in good working order and wastes shall be disposed of properly. The Contractor shall check toilets frequently for leaks, and repair or replace any toilets found to be leaking.



Portable toilets shall be protected against tipping by ground anchors, bollards, or any other suitable means as approved by the Engineer.

D. Stockpiles

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

E. Vehicle Maintenance

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

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

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

F. Spill Prevention and Response

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

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

G. Tire Washing

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

H. Roadwork and Paving

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

Slurry resulting from 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.

I. Concrete and Mortar

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

Location of temporary concrete washouts for concrete mixers or trucks shall be as approved, in writing, by the Engineer. Should the Contractor allow washing out of concrete mixers or trucks prior to receiving said written approval, Contractor may be required to clean up the unapproved washout area to the

satisfaction of the Engineer and/or relocate temporary concrete washouts, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

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

#### J. Training

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

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

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

### 13-2. Temporary Creek Diversion System

#### A. General

Prior to beginning any work within the creek channel, the Contractor shall construct a temporary diversion of flowing creek water through the construction site. The Contractor shall provide the County 72-hour notice to coordinate for fish relocation activities prior to and during dewatering activities. Reference is made to Section 19-5, "Excavation Dewatering."

**The Contractor is advised that the Contractor shall complete any work in the creek by October 15<sup>th</sup>, or the Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until work in the creek is completed, as shown on the Plans, as**

**specified in these Special Provisions, and as directed by the Engineer.**

**Reference is made to Appendix F of these Special Provisions.**

**B. Execution**

The Contractor shall provide for the continual flow of creek water at all times without disturbance. The diversion method shall incorporate cleaned washed gravel sandbags and plastic sheeting or inflatable dams to act as upstream and downstream cofferdams. Water shall be allowed to flow by gravity through temporary piping.

The Contractor shall design the temporary creek diversion for a minimum flow rate of 150 cubic feet per second.

**C. Submittals**

The Contractor shall submit a temporary creek diversion plan to the Engineer at the pre-construction meeting. The plan shall include calculations to justify all cofferdam and pipe sizing, and timing of cofferdam relocation, as applicable. The Engineer will have seven calendar days to review the temporary creek diversion plan.

**D. Measurement and Payment**

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

**END OF SECTION**

## **SECTION 14. CONSTRUCTION WASTE MANAGEMENT**

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

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

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

### **14-1. Diversion Goals**

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

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

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

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and

directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

#### 14-2. References and Resources

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

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

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

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

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

Approval will be granted if the plan shows:

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

14-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

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

D. Separation Facilities:

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

E. Materials Handling Procedures:

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

F. Hazardous Wastes:

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

G. Reporting:

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

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

- (1) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).



- (2) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (3) Documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

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

**END OF SECTION**

## **SECTION 17. CLEARING AND GRUBBING**

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

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

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

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

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

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

Removal of any concrete improvements (sackrete weir), roadside signs, trees, shrubs, and any other improvements shall be as shown on the Plans and as directed by the Engineer. Reference is made to Section 19-6, "Sakrete Weir Removal" of these Special Provisions.

**The Contractor shall not remove any concrete improvements (sakrete weir), roadside signs, trees, shrubs, hedges, and any other improvements prior to**

**receiving written approval from Engineer. Additionally, reference is made to Section 82-1, “Remove and Reset Existing Roadside Signs” 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.

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

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

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

Existing trees and shrubs within the limits of work shall be removed, unless otherwise specified in these Special Provisions or directed by the Engineer. The Contractor’s attention is directed to Section 17-1, “Remove Trees,” of these Special Provisions.

#### **17-1. Remove Trees**

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

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

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

The Contractor is advised that all trees designated for removal which are less than ten inches (10") in trunk diameter, as well as stumps of any diameter, shall be considered as included under the Contract price paid per each for "Remove Trees," and no additional compensation will be allowed therefore.

**END OF SECTION**

## SECTION 19. EARTHWORK

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

For all open excavations greater than five feet in depth:

- i. Pursuant to State law regulations, all open excavations greater than five feet in depth shall be constructed with bracing, sheeting, shoring or other equivalent method designed for the protection of life and limb. The Contractor must at all times comply with the requirements of the construction safety orders of the Division of Industrial Safety, uniform Building Code, Cal-OSHA, and other governing codes and restrictions.
- ii. The above-stipulated requirements shall be considered the minimum to be provided. It shall be the Contractor's responsibility to provide the additional strength required to support the sides of the excavation against loads which may exceed those employed to derive the criteria set forth in the Industrial Safety orders. The Contractor shall be solely responsible for any and all liabilities which may arise from his failure to provide adequate shoring, bracing or sheeting as necessary to support the excavation under any and all conditions of loading which may exist, or which may arise during construction of the project.
- iii. The Contractor shall assign a project safety supervisor who shall, by training and experience, be fully qualified to supervise the installation, maintenance and removal of sheeting, shoring and bracing. The project safety supervisor shall have full authority over the work in all job safety matters and shall be present at all times when work is in progress in excavations and trenches greater than five feet in depth.

**The Contractor is advised that the existing contours from the topographic survey dated April 22, 2019 which are shown on the Plans may not be accurate to the existing conditions.** The Contractor's attention is further directed to Section 5-6, "Preservation of Property," of these Special Provisions. Damages, as a result of the

Contractor's operations to properties and facilities to remain, shall be repaired or replaced at the Contractor's expense.

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

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

#### 19-1. Structure Excavation

Structure excavation shall conform to the provisions of Section 19-5, "Structure Excavation and Backfill," of the Standard Specifications and these Special Provisions.

Structure excavation shall consist of excavation for the soldier pile wall, as shown on the Plans and as directed by the Engineer. All existing structure excavation material determined to be unsuitable for structure backfill by the Engineer shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions and in conformance with San Mateo County requirements.

All existing structure excavation material determined to be suitable structure backfill material by the Engineer shall be placed at the locations designated and to the requirements specified in the Plans and these Special Provisions, and as directed by the Engineer. Reference is made to Section 19-3, "Structure Backfill," of these Special Provisions.

The Contractor is advised that the net quantity of structure excavation required, as computed by means of average end areas and distances, is approximately **sixteen cubic yards (16 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that all site-excavated material will be useable, as determined by the Engineer, for backfill.

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

**Tree roots requiring removal must be severed by means of a root cutter.**

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

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

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

Except as stated above, full compensation for all work involved for this item, "Structure Excavation," is a final pay item as specified in Section 9-1.02C,

“Final Pay Item Quantities” of the Standard Specifications. The contract price bid per cubic yard (CY) for this item shall include furnishing all labor, material, tools, equipment, and incidentals and for doing all work associated with this item.

19-2. Channel Excavation

Channel excavation work shall include, but not be limited to, excavation, stockpiling, and off haul of excess material to construct the vegetated boulder revetment as show on the Plans and as directed by the Engineer. Reference is made to Section 72, “Rock Slope Protection” in these Special Provisions.

The Contractor is advised that the net quantity of channel excavation required, as computed by means of average end areas and distances, is approximately **one hundred thirty cubic yards (130 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that all site-excavated material will be useable, as determined by the Engineer, for backfill.

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

**The Contractor is advised that the Contractor shall complete any work in the creek by October 15<sup>th</sup>, or the Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until work in the creek is completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Reference is made to Appendix F of these Special Provisions.**

19-3. Embankment Construction

Embankment construction work shall include, but not limited to, embankment construction to backfill behind the retaining wall as shown on the Plans and as directed by the Engineer.



Materials used for embankment construction shall be derived from drilling spoils or on-site excavations.

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

19-4. Structure Backfill

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

Structure backfill shall be placed and compacted to a minimum ninety-five percent (95%) relative compaction for the soldier pile wall and underpinning system, to the limits shown on the Plans and as directed by the Engineer.

Structure excavation material determined to be suitable structure backfill material by the Engineer shall be placed at the locations designated and to the requirements specified in the Plans and these Special Provisions, and as directed by the Engineer. Reference is made to Section 19-1, "Structure Excavation," of these Special Provisions.

The Contractor is advised that net quantity of structure backfill required, as computed by means of average end areas and distances, is approximately **sixteen cubic yards (16 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that all site-excavated material will be useable, as determined by the Engineer, for backfill.

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

This shall be the sole method for determining pay quantities for this item, "Structure Backfill".

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

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

#### 19-5. Excavation Dewatering

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

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

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

Dewatering shall be controlled such that water surface elevation does not change at a rate that increases the turbidity of the creek. All contaminated water from excavation shall be pumped into a holding facility or a settling pond to allow for water to clear prior to flowing back into the stream. Pumps for water to flow

around the project site shall have screens to prevent entrainment of small fish. Pump screens shall not have openings larger than 5 millimeters and shall be maintained to be free of algae, leaves, and other debris.

The Contractor shall also be responsible for channel dewatering and diverting creek flows as described in Section 13-2, "Temporary Creek Diversion System" in these Special Provisions.

**The Contractor is advised that the Contractor shall complete any work in the creek by October 15<sup>th</sup>, or the Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until work in the creek is completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Reference is made to Appendix F of these Special Provisions.**

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

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

#### 19-6. Sakrete Weir Removal

Sakrete weir removal work shall conform to the provisions of Section 15-1.03B, "Removing Concrete," of the Standard Specifications and these Special Provisions.

Work shall include, but not limited to, removing and disposing of the existing sakrete weir as shown on the Plans and as directed by the Engineer.

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

**END OF SECTION**

## **SECTION 21. EROSION AND SEDIMENT CONTROL**

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

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

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

### **21-1. Temporary Silt Fence**

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

Temporary silt fence shall be installed on contour a minimum of two (2) feet to the downslope side of any excavation or backfill. Temporary silt fence shall be installed as shown on the Plans, with the supporting posts on the downslope side of the fence structure. Silt fence lines shall be unbroken, with silt fencing pieces wound together to form a contiguous structure as shown on the Plans. Attention is directed to Section 21-2, “Temporary Erosion Control,” of these Special Provisions for additional requirements.

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

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

#### Inspection and Maintenance

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

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

#### Removal and Disposal

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

#### Payment

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

## 21-2. Temporary Erosion Control

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

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

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

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

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

### Staging Areas

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

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

#### Staging Area Finish

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

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

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

#### Mulch

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

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



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

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

#### Winterization

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

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

#### Payment

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

21-3. Planting

General

Willow pole work shall conform to the provisions of Section 20-4, "Plant Establishment Work" of the Standard Specifications and these Special Provisions.

Work shall consist of identifying locations, harvesting, transporting and planting willow poles.

Materials

Willow poles shall be reasonably straight, 48 inches to 60 inches in length, and 3/4 inch to 1-1/2 inch in diameter at the base of the cutting.

Execution

Willow poles shall not be planted until the soil is moist to a minimum depth of 8 inches, unless otherwise permitted, in writing, by the Engineer.

The Contractor shall notify the Engineer, at least 10 working days prior to gathering willow poles. The cuttings shall be harvested from locations identified by the Contractor and approved by the Engineer.

Pesticides shall not be used.

Willow poles shall be taken at random from healthy, vigorous plants. No more than 50 percent of the plants in a designated area shall be cut. No more than 25 percent of each individual plant shall be cut. Cuts shall be made with sharp, clean tools.

The top of each willow cutting shall be cut square above a leaf bud, and the base of each willow cutting shall be cut below a leaf bud at an angle of approximately 45 degrees. Willow cuttings shall have leaves and branches trimmed off flush with the stem. Pruned branches and trimmings shall be spread in the designated willow pole areas so that no areas are left unsightly.

Willow poles shall be planted within 48 hours after cutting and shall be kept wet until planted. Willow poles not planted within 48 hours after cutting, or allowed to dry out, shall not be used. Willow poles not used shall be disposed of in conformance with the provisions in Section 5-11, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Planting holes shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post-hole digger or similar tools. Plant holes shall be large enough to receive the willow poles in order that the willow poles may be planted to the proper depths without damage to the bark. Where rock or other hard material prohibits holes from being excavated as specified; new holes shall be excavated and the abandoned holes backfilled with material derived from on-site excavations.

If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the willow poles are planted.

The base of willow poles shall be planted from 24 inches to 30 inches deep (approximately 1/2 the willow cutting's length) and shall have from 3 bud to 5 bud scars exposed above the plant hole. Willow poles with more than 5 bud scars exposed shall have excess scars removed by pruning. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets

and compacted without damage to the willow poles' bark. Compaction shall be adequate to prevent the willow poles from being easily removed from the soil.

Willow poles shall be watered and maintained in a healthy condition from the time the willow poles are planted until acceptance of the Contract. Willow poles that die shall be replaced at the Contractor's expense. The method of planting replacement willow poles shall be as specified in this section.

The contract unit price paid per each for "Willow Poles" shall be considered full compensation for all work required to prepare, plant and maintain willow poles as described herein and not additional compensation will be allowed therefore.

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

#### 21-4. Rootwad

Rootwad work shall conform to the provisions of Section 21, "Erosion Control," of the Standard Specifications and these Special provisions.

Work shall include, but not be limited to, furnishing and installing the rootwad as shown on the Plans and as directed by the Engineer.

Rootwad shall be one of the following tree species:

- Sequoia sempervirens (Coast redwood)
- Sequoia giganteum (Giant redwood)
- Calocedrus decurrens (Incense cedar)

Prior to installation, the Engineer shall inspect the rootwad for diseases, infestations or physical defects that would compromise the structural integrity of the rootwad.

The rootwad and vegetated boulder revetment are shown conceptually due to the inherent variability of material properties. The design requires that the Engineer will observe construction of the rootwad placement to ensure the intent

of the design is met. Observations shall include rootwad placement and placement of ¼ ton rock backfill. Rootwad construction without the Engineer present may result in rejection of the work by the Engineer.

The rootwad location shown on the plans are approximate. Exact location shall be as approved by the Engineer, or their authorized representative.

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

#### 21-5. Bonded Fiber Matrix

Bonded fiber matrix work shall conform to the provisions of Section 21-2, "Erosion Control Work," of the Standard Specifications and these Special Provisions.

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

#### Material

Seed mix shall contain the following:

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

#### Measurement and Payment

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

#### 21-6. Erosion Control Blanket

Erosion Control Blanket shall conform to Section 21-2.02O(4), "Erosion Control Blankets" of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, furnishing and installing erosion control blanket as shown on the Plans and as directed by the Engineer.

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

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

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

**END OF SECTION**

## **SECTION 46. GROUND ANCHORS**

Ground anchor work shall conform to the provisions of Section 46, "Ground Anchors and Soil Nails," of the Standard Specifications and these Special Provisions.

Work shall include but not be limited to designing ground anchor and connection to steel beam as shown on the plans, drilled holes in soil and rock material, grouted steel bars or strands, anchorage assemblies, and testing of installed ground anchors as shown on the plans and as directed by the Engineer.

### **Materials**

Structural steel for the tieback anchorage assembly and enclosure shall conform to provisions in Section 55, "Steel Structures," of the Standard Specifications. Structural steel shall consist of the anchorage assembly (steel sleeve, bearing plate, etc.) and the enclosure (grout cap, etc.). The anchorage assembly and the anchorage enclosure shall be galvanized. The ground anchor system shall be double corrosion protected.

### **Execution**

Shop drawings and test data for the ground anchor system shall be prepared and submitted in conformance with Section 46-1.01C(2), "Shop Drawings," and Section 46-1.01C(3), "Test Data," of the Standard Specifications. Shop drawings shall be signed and stamped by a civil engineer registered in the State of California.

The Contractor is responsible for all aspects of installation so as to achieve the designed tieback load and load-carrying capacity as defined in the Plans. This includes, but is not limited to, acquiring all necessary construction materials, excavation to achieve desired tieback head elevation, drilling, installation of the strand tendons, grouting, load testing and providing load test documentation, and installation of corrosion resistant anchor covers filled with corrosion inhibiting compound and clean up.

Vibratory or high-impact equipment shall not be permitted.

Testing shall be carried out by the Contractor and observed by the Engineer.

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

**Measurement and Payment**

No payment shall be made for tiebacks that do not pass the testing requirements under the observation of the Engineer. No payment shall be made for tiebacks that are not installed at the location, skew, and inclination shown on the Plans.

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

**END OF SECTION**



## **SECTION 49.**

### **PILING**

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

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

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

#### **Materials**

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

#### **Execution**

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

The bottom of the drilled hole shall be cleaned of loose material and shall be free of water before placing steel and the backfill. The Contractor shall provide temporary casing as necessary to prevent caving of the drilled holes. The Contractor shall provide pumping equipment to remove water from holes prior to placement of the backfill. Reference is made to Section 19-5, "Excavation Dewatering" of these Special Provisions.

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

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

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

**Measurement and Payment**

Full compensation for the items, "30-Inch Cast-In-Drilled-Hole Concrete Piling," and "Steel Soldier Pile (HP 12x53)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 51. CONCRETE STRUCTURES**

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

### **51-1. Concrete (Minor Structures)**

Concrete (Minor Structures) shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Concrete for minor structures shall conform to Section 90-1, "General," and Section 90-2, "Minor Concrete," of the Standard Specifications.

Concrete structures to be paid for as Concrete (Minor Structures) shall be as designated on the Plans.

Portland cement concrete for minor structures shall be produced from commercial quality aggregate and cement shall contain not less than 505 pounds of cement per cubic yard.

Full compensation for furnishing all labor, materials, equipment and incidentals for installing bar reinforcing steel, drainage inlet frames and covers, and aggregate base as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract unit price paid for the items, "Minor Concrete (Drop Inlet)," and "Minor Concrete (Gutter)," and no separate payment will be made therefore.

The Contractor shall take care when working in and around facilities to remain. The cost of repairing, to the satisfaction of the Engineer, any damage to said facilities to remain and resulting from the Contractor's operations, as determined by the Engineer, shall be performed by the Contractor, all at his expense, and no additional compensation will be allowed therefore.

### **51-2. Structure Concrete (Lagging, Underpinning, Panel)**

Concrete for soldier piers shall conform to the provisions of Section 51, "Concrete Structures," and Section 90, "Concrete" of the Standard Specifications

and these Special Provisions, and Section 49, "Piling," of these Special Provisions, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

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

The bid items "Structural Concrete (Underpinning)" and "Structural Concrete (Panel)" will be measured for payment by the cubic yard based on the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

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

Full compensation for the items, "Minor Concrete (Drop Inlet)," "Minor Concrete (Gutter)," "Structural Concrete (Underpinning)," "Structural Concrete (Lagging)," and "Structural Concrete (Panel)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 68.**

### **SUBSURFACE DRAINS**

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

#### **68-1. Geocomposite Wall Drain**

##### **General**

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

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

##### **Material**

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

##### **Execution**

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

##### **Measurement and Payment**

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

**END OF SECTION**

## **SECTION 69. OVERSIDE DRAINS**

Downdrain work shall conform to the provisions of Section 69, "Overside Drains," of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, installation of downdrain pipe and necessary couplings, tee coupling, anchor assemblies, cable anchorage system, and steel pipe post as shown on the Plans, Caltrans detail D78A, and as directed by the Engineer.

### **Material**

The downdrain material shall be corrugated metal pipe (CMP).

### **Measurement and Payment**

Full compensation for this item, "15" (CMP) Downdrain," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 72. SLOPE PROTECTION**

Rock slope protection work shall conform to the provisions of Section 72-2, "Rock Slope Protection," of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, furnishing and installing rock slope protection fabric, furnishing and placement of rock slope protection rock courses infilled with soil on slopes and in waterways for construction of vegetated boulder revetment as shown on the Plans and as directed by the Engineer.

### **72-1. Rock Slope Protection**

Rock slope protection shall be of the classes shown on the Plans.

Reference is also made to Section 72.02B, "Rock" of the Standard Specifications for rock size information. Rocks shall be placed according to the method shown on the Plans and as directed by the Engineer. Rock slope protection work shall occur concurrently with willow pole and rootwad installation.

Infill soil shall consist of excavated onsite soil material as approved by the Engineer. Infill soil lifts shall be placed concurrently with rock slope protection lifts such that the top elevation of infill soil is 6 inches below the top elevation of the rock slope protection rocks at all times such that the depth will be appropriate for willow plantings as described in Section 72-2, "Planting". The soil infill shall be tamped into voids between rocks as directed by the Engineer. Infill soil shall be generated from onsite excavations for rock slope protection structures.

The bid item "1/4 Ton RSP (Revetment, Method A)" is a final pay item as defined in Section 9-1.02C, "Final Pay Items Quantities," of the Standard Specifications.

Full compensation for this item, "1/4 Ton RSP (Revetment, Method A)," and "Permeable Material, Class 2" shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**



## **SECTION 80.**

### **FENCES**

Fences shall conform to the provisions of Section 80, "Fences" of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, furnishing and installing permanent and temporary chain link fence, temporary Environmental Safety Area (ESA) fence, temporary exclusion fence, and removing and replacing existing improvements to facilitate construction as shown on the Plans and as directed by the Engineer.

#### **80-1. Chain Link Fence**

Chain link fence shall be and shall conform to the provisions of Section 80-3, "Chain Link Fences," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

The Contractor's attention is directed to Standard Plan on Sheet 13 of the Plans. The Contractor shall provide new chain link fence materials, galvanized and coated in accordance with Sections 80-3.02B, "Posts and Braces," and 80-3.02C, "Fabric," of the Standard Specifications.

A chain link fence shall be installed to secure the area to the satisfaction of the Engineer. Fence materials include galvanized two and three-eighths (2-3/8) inch diameter steel posts with tension wire at the top and the bottom and nine (9) gauge, two (2) inch galvanized chain link fabric. All posts, rods, bars, bands, clips, bolts, tension wire, and other fittings shall be galvanized. The chain link fence shall be six feet (6') in height and shall be installed to the locations, and limits shown on the Plans, and as directed by the Engineer. Trimming of chain link fence to accommodate its installation may be required. Individual fence segments shall be detachable from fence posts.

Concrete for post footings shall be in accordance with Section 90, "Concrete," of the Standard Specifications.

Any surplus material from excavation of postholes shall become the property of the Contractor and shall be disposed of as provided in Section 7-15,

“Disposal of Material Outside the Highway Right of Way,” of these Special Provisions.

The Contractor is advised that the wire fabric for the chain link fence, Type CL-6, shall be fabricated, furnished, and installed as separate and removable panel segments, as shown on the Plans. The fabric panel segments shall be fitted with a type of post connection (slotted, ringed and bolted, etc.) and in a manner that allows disconnection of the fabric from the line post with the use of hand tools only. The type and method of panel segment post connection shall be approved, in writing, by the Engineer prior to ordering, fabrication, and acquisition of such material by the Contractor.

Chain link fence shall be measured by the linear foot from end post to end post of the completed chain link fencing. The point of measurement at each end post shall be the center of the metal post.

Full compensation for this item, “Chain Link Fence (Type CL-6),” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

#### 80-2. Temporary Fences

Temporary exclusion fence, temporary fence (Type ESA), and temporary fence (Type CL-6) work shall conform to the specifications in Section 80, “Fences,” of the Standard Specifications, these Special Provisions, the Plans, and to the directions of the Engineer.

Temporary exclusion fence shall be ERTEC Wildlife Exclusion Fence, Animex Fence, or a department-authorized equal.

Temporary fence (Type ESA) shall be a heavy duty, high visibility fence furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Temporary fence (Type CL-6) shall be a six (6) feet high chain link fencing secured with metal posts. Fencing shall be installed around all work areas and stockpile locations and as directed by the Engineer.

Chain link fence materials include galvanized two and three-eighths (2-3/8) inch diameter steel posts with tension wire at the top and the bottom and

nine (9) gauge, two (2) inch galvanized chain link fabric. The fence height is as shown on the Plans. All posts, rods, bars, bands, clips, bolts, tension wire, and other fittings shall be galvanized.

Other than new materials may be used, providing such materials are good, sound, and are suitable for the purpose intended. Materials may be commercial quality providing the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sizes shown on the Plans or specified by the specifications.

Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense, and no additional compensation will be allowed therefore.

If, in the opinion of the Engineer, the Contractor appears negligent in preventing encroachment into the "secured area," the Engineer will direct the Contractor's attention to the situation, and require that necessary corrective action be taken. If the Contractor fails to correct the situation to the satisfaction of the Engineer, the Engineer may have the work done and deduct the cost of such work from monies due to the Contractor.

The location and extent of the temporary fencing shall be as indicated on the Plans and as directed by the Engineer.

When no longer required for the work, as determined by the Engineer, temporary fences shall be removed by the Contractor. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this Section.

Holes caused by the removal of temporary fences shall be backfilled in accordance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Damaged and unusable portions of the fence shall become the property of the Contractor and shall be disposed of outside the project site in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Full compensation for this item, “Temporary Exclusion Fence,” “Temporary Fence (Type ESA),” and “Temporary Fence (Type CL-6),” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 82. ROADSIDE SIGNS AND MARKERS**

Roadside signs and markers shall be installed in conformance with the provisions in Section 82-3, "Roadside Signs," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, the California Manual on Uniform Traffic Control Devices (2014), and the directions of the Engineer.

### **82-1. Remove and Reset Existing Roadside Signs**

Existing roadside signs, as shown on the Plans and as directed by the Engineer, shall be removed, set at temporary locations, if necessary and as directed by the Engineer, and reset at permanent locations, as directed by the Engineer, all in conformance with Sections 56-2, "Roadside Signs", 15-2.04, "Salvage," and 15-2.05, "Reconstruction," of the Standard Specifications, the Plans and these Special Provisions, and the directions of the Engineer.

The Contractor is advised that "Roadside Sign" shall be defined herein for this Section 82-1, "Remove and Reset Existing Roadside Signs as the entire sign assembly of the post, sign panel and mounting hardware, unless otherwise specified on the Plans, in these Special Provisions, or as directed by the Engineer.

Existing roadside signs to be removed and reset, as shown on the Plans and as directed by the Engineer, shall be removed at the time of excavation for wall installation. Removed roadside signs shall be set at permanent locations at time of removal whenever possible; otherwise removed roadside signs shall be set and maintained at temporary locations, as directed by the Engineer, at the time of removal, until they are reset at permanent locations, as directed by the Engineer.

New locations shall be as determined in the field by the Engineer.

**The Contractor is advised that removal of the existing roadside signs shall be accomplished by removing the entire roadside sign assemblies,**

**including the post. Cutting of the existing post will not be allowed. The existing posts are considered to be in serviceable condition and shall either be reused or salvaged in conformance with these Special Provisions.**

Existing roadway, street name, and regulatory traffic signs shall be maintained in a location that is visible to motorists at all times. However, any signs that interfere with construction shall be relocated, as necessary, to accommodate the work.

Any damage to new and existing highway facilities resulting from these operations shall be repaired by the Contractor, all at his expense, and no additional compensation will be allowed therefore..

There is approximately one (1) roadside marker to be removed and reset to a permanent location. The approximate location of said roadside markers to be removed and reset are as shown on the Plans.

Full compensation for this item, "Remove and Replace Existing Road Signs," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

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

**END OF SECTION**

## **SECTION 100. CONSTRUCTION STAKING**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 100-1. As-Built Drawings

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



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

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

**END OF SECTION**

## **SECTION 102. TREE PROTECTION**

Tree protection work shall include, but not limited to, wrapping trees to be protected and trees that are in close proximity to the Contractor's operations with fiber rolls, maintaining tree protection, and removing tree protection at the end of construction as shown on the Plans and as directed by the Engineer.

Prior to the start of construction, Contractor shall perform a job walk through with the project Biologist or arborist to identify the tree(s) that require protection measures. If trees and other plants need protection, install the fence to enclose the drip line of the foliage canopy of protected plants and protect visible roots from encroachment.

The Contract price bid per each (EA) for "Tree Protection" shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work associated with this item as shown on the Plans including supervision by a licensed arborist, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**END OF SECTION**

## **Appendix A**

**County of San Mateo Waste Management Plan Form**

**Waste Management Daily Transport Report**





# County of San Mateo

## WASTE MANAGEMENT PLAN

### Submit to:

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

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

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

### Case/group number(s):

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

### Project address:

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

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

Zip Code: \_\_\_\_\_

### Green Halo number(s):

\_\_\_\_\_

### WMP required because project is a:

☐ Residential ☐ Demolition

☐ Nonresidential ☐ New Construction

☐ Addition

## Section One: Permit Application

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

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

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

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

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

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

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

### Waste Management Requirements:

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

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

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

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

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

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

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

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

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

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

**2) Material transportation:**

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

☐ Hauler ☐ Debris Box ☐ Self-haul

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

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

**3) Waste management plan:**

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

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

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

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

County Approval: ☐ Approved ☐ Approved with comments ☐ Denied

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

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

Case/Group Number(s):

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

Project Address:

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

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

### Section Two: Final Report Approval

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

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

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
Mixed C&D					
Salvage/Reuse					
Inerts Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
Source Separated Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
Disposal (Waste)					

☐ All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.

☐ This project has recycled all of the inert solids and at least 65% of all debris generated.

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

County Approval: ☐ Approved ☐ Approved with Comments ☐ Fine Payment Required

Comments:

Fine Calculation:  $1 - (\text{C\&D Diversion \% Achieved} \text{ } / 65\%) \times \$1000 = \$$  \_\_\_\_\_

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

### Cubic Yards to Tons Conversion Table

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



WASTE MANAGEMENT DAILY TRANSPORT REPORT				
Date :		Day :	Multiple Pages : Yes___ No ___	
			Contractor Representative :	
Project :				
			County Inspector :	
	Transport Vehicle Type	Vehicle License/I.D.	Load Destination	
			Inert Material	Non-Inert Material
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

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

**Comments :**

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## **Appendix B**

### **Sanitary Sewer Monitoring and Reporting Requirements:**

**State Water Resources Control Board**

**Order No. WQ 2013-0058-EXEC**



STATE OF CALIFORNIA  
WATER RESOURCES CONTROL BOARD  
**ORDER NO. WQ 2013-0058-EXEC**

AMENDING MONITORING AND REPORTING PROGRAM  
FOR  
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR  
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"<sup>1</sup> (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information<sup>2</sup> to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

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

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

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

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

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

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

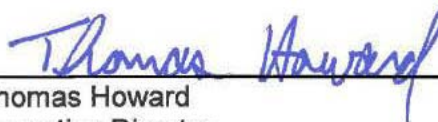
**IT IS HEREBY ORDERED THAT:**

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

Date

7/30/13

Thomas Howard  
Executive Director



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

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



## ATTACHMENT A

### STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

#### AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

#### A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of <u>any volume</u> resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none"><li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li><li>• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</li></ul>
CATEGORY 2	Discharges of untreated or partially treated wastewater of <u>1,000 gallons or greater</u> resulting from an enrollee's sanitary sewer system failure or flow condition that <u>do not</u> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <u>within a privately owned sewer lateral</u> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <u>voluntarily</u> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.



**Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements**

ELEMENT	REQUIREMENT	METHOD
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>Within two hours of becoming aware of any Category 1 SSO <u>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</u>, 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 <u>within 48 hours</u> 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 \_\_\_\_\_,

(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 \_\_\_\_\_,

(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.  
Performance Bond



## **Appendix D**

### **Daily Personnel and Equipment Log**



## DAILY PERSONNEL AND EQUIPMENT LOG

Using as many copies of this form necessary, the Contractor shall provide the Engineer with a list of all personnel and their title and, if applicable, equipment said employee is operating. This information is required of the Prime and their Subcontractors.

**This form, if used in lieu of Contractor's Daily Dispatch Report, shall be submitted to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per day for every day hence until submittal is made. Reference is made to Section 7-4a, "Payroll Records," of the Project Special Provisions.**

Date: \_\_\_\_\_

Project No.:   RW909  

Project:   Higgins Canyon Road at Mills Creek Embankment and Wingwall Repairs  

Contractor:   (Name of Contractor)  

Is this log for Subcontractor?        Yes        No

If yes, Name of Subcontractor: \_\_\_\_\_

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

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## **Appendix E**

**Public Contract Code  
Sections 9204 and 20104 et seq.**



**Public Contract Code Section 9204 et seq.**

**9204.**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.



(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

## **SEC. 2.**

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

**SEC. 3.**

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

## **Public Contract Code Section 20104 et seq.**

### **20104.**

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

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

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

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

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

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

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

### **20104.2.**

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

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

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

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

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

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

writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

#### **20104.4.**

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

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

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil

Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

*(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)*

#### **20104.6.**

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

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

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



## **Appendix F**

### **Regulatory Environmental Documents:**

RMP Manual Link

SMCWPPP BMP's Link

RMP Manual: BMP Table Chapter 9

RMP Permits





## **Routine Maintenance Program Manual Link**

**<https://www.smcgov.org/media/65021/download?inline=>**

## **SMCWPPP BMP's Link**

**<https://www.flowstobay.org/wp-content/uploads/2020/04/Countywide-Program-BMP-Plan-Sheet-June-2014-Update.pdf>**



## Chapter 9

# Impact Avoidance and Minimization, BMPs, and Mitigation

The Chapter begins by describing the County's general approach to conducting maintenance activities in accordance with the tiered approach described in Chapter 2 followed by a summary of conditions that would trigger maintenance activities. The Chapter then describes impact minimization measures and work limits and BMPs that would be implemented prior to and/or during maintenance activities to further avoid or reduce potential impacts. The Chapter concludes by describing how residual impacts of the Maintenance Program would be mitigated.

### 9.1 Using Impact Tier Categories to Classify Potential Effect

As described in Section 2.3, the County has a tiered approach to address potential effects on federally listed species and habitats. The tiered approach considers past occurrences or observations of species at or near the site, the general or regional suitability for species and habitats around the site, and the specific resource conditions at the maintenance site to support potential species and habitats. This approach is intended to help both County and regulatory agency staff identify resource and site sensitivity and thereby prioritize impact avoidance and minimization measures and/or BMPs and mitigation needs. The tiering classification may vary from species to species at each maintenance location depending upon site specific conditions. To evaluate resource sensitivity at maintenance sites, the County undertakes the following process:

- Identify the type of maintenance activity that is needed and confirm the specific location where maintenance work is planned to occur.
- Conduct a desktop audit to evaluate whether suitable habitat for special-status species is present. A qualified biologist will examine Tables B-1 and B-2 in Appendix B to determine if the maintenance site and activity are listed, and if so, review the preliminary tiering determination classification. If a maintenance site has not been listed in Tables B-1 or B-2, a desktop audit will then be conducted to evaluate whether suitable habitat for special-status species is present. Additional resources reviewed may include, but are not limited to, aerial photographs of the vicinity, U.S. Geological Survey (USGS) topographic maps, CNDDB records, critical habitat layers, USFWS National Wetland Inventory Maps, data obtained by the County during previous maintenance activities at the site, and species data compiled by the California Native Plant Society, the National Audubon Society, or other public interest groups. If determined to be necessary, the qualified biologist will visit the site and confirm presence or lack of sensitive habitat or special-status species occurrence.
- Based on the desktop audit and site visit (if conducted), confirm the tiering classification listed in Tables B-1 and B-2 or, if the site is not already listed, classify the maintenance activity at the site according to one of the following tiers:
  - **Tier 1 (No Impact)** – If the biologist determines that maintenance activities would occur in creek reaches inaccessible to federally listed fish or, for federally listed terrestrial species other than birds, in areas where no suitable breeding habitat is present and there is no

connectivity between the site and known or potential breeding habitat (so that non-breeding individuals can also be presumed to be absent). Because foraging or roosting birds could easily fly away before being impacted by maintenance activities, the implementation of project activities in non-breeding habitat for federally listed bird species is not expected to result in impacts on individuals that rise to the level of “take”.

- **Tier 2 (Low Impact)** – If the biologist determines that one or more federally or state listed species are known to occur or could possibly occur on-site either because (1) suitable breeding habitat is present, or (2) for terrestrial species and fish, suitable non-breeding habitat is present and there is connectivity between the maintenance site and suitable breeding habitat; but that implementation of BMPs (e.g., pre-construction surveys, exclusion of individuals from the site, and/or implementation of non-disturbance buffers around active nests of federally listed birds) would avoid direct impacts on individuals. Depending on the sensitivity of the work area and the likelihood that individuals may move into the work area after the pre-construction surveys are completed, some of these activities may require an on-site biological monitor. For Tier 2 activities, “take” in the form of permanent loss of habitat should not occur, and therefore, no compensatory habitat mitigation would be necessary for Tier 2 activities.
- **Tier 3 (Moderate/High Impact)** – If the biologist determines that (1) federally listed species may occur on site either because suitable breeding habitat is present or suitable non-breeding habitat with connectivity between the maintenance site and suitable breeding habitat is present; and (2) that federally listed species cannot be effectively excluded from the work area, preconstruction surveys could not definitively determine the presence or absence of the species, and/or “take” in the form of permanent loss of habitat cannot be avoided. An example Tier 3 project might include culvert replacement activities on the Coastsides streams known for salmonid habitat or culvert maintenance activities. For these types of activities, the County anticipates that BMPs, avoidance measures and on-site biologist would be needed to minimize construction-related effects. Compensatory mitigation may be needed to offset permanent effects on sensitive species and/or habitat.

Knowing which tier is applicable to routine maintenance activity sites helps guide the maintenance planning and impact avoidance approach. It is important to note that the tiering level of a site may be adjusted due to changes in site conditions, type of activity, level of impact, etc.

## 9.2 Maintenance Triggering Criteria

Maintenance activities are conducted only when determined to be necessary. On an annual basis, the County DPW and Parks will conduct site inspections throughout the County to evaluate maintenance needs. The triggers described below will be used by County staff during annual inspections and site evaluations to identify which sites have exceeded the thresholds identified by the triggers and may need maintenance. The County will then prioritize maintenance activities according to the degree in which the identified site exceeds the maintenance triggers. Sites that exceed the triggers in a greater or more intense manner will be identified as higher priorities.

In addition, the County DPW is in the process of developing a culvert inventory and assessment program that involves GIS mapping and detailed inventory of existing culverts, followed by routine site visits to

document existing culvert conditions. The inventory will be performed in the field by trained Roads Department staff who will collect GPS coordinates, photos, and both static (i.e., pipe size, material) and dynamic attributes (i.e., condition, sediment accumulation, erosion). Dynamic attributes will include conditions with set parameter ranges that align with the maintenance triggers included below (i.e., capacity, level of sediment accumulation). The database will be queried annually to assist in the prioritization process. A potential maintenance site can be prioritized based on the severity of conditions, natural resource sensitivity, or weighted for other priorities such as location within a TMDL watershed. This program is anticipated to be fully developed and underway by the start of the Maintenance Program in 2020. Maintenance triggers for culverts described below in Section 9.2.1 will be incorporated into the culvert inventory and assessment program. Likewise, for consistency, this Manual will be updated with additional inventory details once the program has been piloted.

This Section describes observed conditions that would trigger the need for maintenance work. The discussion below is organized by facility type.

### 9.2.1 Maintenance Triggers for Culverts, Storm Drainage, Channels and Bridges

The following maintenance criteria are used to evaluate and determine when maintenance actions are required at County culverts, bridges, and channels. Maintenance of these facilities are prioritized particularly if the degraded facility is potentially contributing to sedimentation and erosion issues in channels impaired by sediment or other water pollutants in the County.

- **Repair or Replacement of Existing Culvert:** This work is conducted when an existing culvert has been crushed or otherwise damaged and cannot operate properly; is at risk of future failure or deterioration (e.g., bottom of a CMP culvert is beginning to rust); is clogged with debris, sediment and/or vegetation and cannot provide adequate conveyance capacity; or has been dislodged, moved, or positioned in such a way that the culvert cannot function properly and/or in relation to conveyance. A culvert repair or replacement project may be prioritized based on factors such as whether the damaged culvert is causing other adverse effects like roadway flooding (due to a clogged culvert), increased erosion downstream of a culvert, undermining a streambank or causing other erosion, or contributing large amounts of sediment to nearby creeks.
- **Clearing Culverts and other Storm Drainage Facilities:** This work is necessary when culvert inlets, culvert outfalls, flap gates, diversion structures, storm drains, manholes, catch basins or other storm drainage facilities are noticeably clogged with debris and at least 30 percent of their conveyance area is impacted or reduced.
- **Trash Capture and Catch Basin Devices:** Trash capture device clearing is necessary when a substantial volume of trash has accumulated such that flows are backing up from the device and drainage and conveyance are impeded. Trash capture devices should be inspected at least once per year and in high trash generation areas, such devices should be inspected at least two times per year. If any such device is plugged, has a blinded screen, or is greater than 50 percent full of trash, the maintenance frequency should be increased so that the device is neither plugged nor half full of trash at the next maintenance event.

The connector pipe screens or insert filters of catch basins should be cleaned when the following conditions have been observed during inspections: storm drain floods during storm events; small device screen is plugged or blinded with leaves, plastic bags or other debris which

likely causes overflow or bypass; small device screen is greater than 50 percent full of trash; or flows are observed bypassing small device.

- **Pump Station Inspections:** Pump stations are routinely inspected to ensure they are in operational condition, particularly prior to forecasted periods of rain. Repairs and modifications are conducted as needed by County personnel.
- **Channel Maintenance:**
  - **Concrete Repair:** Concrete repair work is only necessary when cracks are observed in the concrete bed and banks of flood control channels.
  - **Tide Gate Servicing:** Debris clearing occurs at these facilities when debris accumulation is observed behind a tide gate, such that the tide gate cannot operate properly and its ability to convey flows freely is impeded. The flaps on tide gates are also replaced on an as-needed basis. Tide gates may also require periodic repainting for corrosion protection and replacement.
  - **Repair of Existing Rock Slope Protection:** This work is necessary where rocks have fallen or shifted at existing bank stabilization sites or below existing culvert outfalls, and require repair or replacement to ensure rock slope protection is operating as intended (e.g. to prevent or minimize bank erosion).
  - **Floodwall and Levee Maintenance:** Floodwalls and levees are visually inspected on a regular basis to ensure their structural integrity is maintained. Repairs, graffiti removal, and vegetation removal are conducted as needed at floodwalls to return the facility to the as-built condition. Levee maintenance is necessary when open burrows, fallen rocks, cracks, or slip-outs have damaged the structural integrity of the levee and there is a chance of levee failure or erosion.
  - **Trash Removal.** Trash removal is generally conducted using a Vac-Con or hand tools. Spot removal of large heavy items such as shopping carts, mattresses, TVs, or tires from channels occurs on an as-needed basis.
- **Bridge Maintenance:** In general, DPW's bridge maintenance would be conducted in accordance with Caltrans' *Preventative Maintenance Program Guidelines for Local Agencies*. Minor DPW bridge maintenance activities are necessary when the protective paint coating has chipped off or cracks on the exterior have noticeably worsened. Erosion protection improvements at the base of a bridge under DPW's maintenance responsibility are necessary when scour damage begins to undermine the structural stability of bridge wingwalls and/or abutments. Maintenance along DPW bridge decks is necessary when damage or cracks on the surface have magnified to the degree that the damaged bridge could represent a public safety hazard. With respect to County Parks' bridges (most of which are pedestrian bridges), repair or replacement of wood railings or surface boards may be necessary if damage is evident. Abutment repair may also be required if damage is evident. Debris clearing is also necessary when the capacity beneath the bridge has been reduced by 30 percent or more due to debris build-up.
- **Sediment Removal from Culverts:** This work is necessary when culvert outfalls are blocked with debris or sediment and conveyance capacity is reduced by 30 percent or more.

- **Sediment Removal from Channels and Bridges:** This work is necessary when sediment or debris has reduced channel capacity to the extent that the likelihood of overbank flow is significantly increased, and flooding could damage property or substantially threaten public safety. This work is also necessary when sediment or debris deposits are evidently causing scour erosion of streambanks supporting bridges or other public facilities like roads.
- **Bank Stabilization:** This work is necessary when bank failure has occurred and the bank must be repaired to re-establish the banks of a creek or flood control channel, protect the channel's flood conveyance capacity, and prevent additional sediment input to the channel. This work is also necessary when bank erosion or failure poses a threat to existing infrastructure (e.g., utilities, roads). This work is necessary if persistent bank erosion is occurring, leading to excess sediment loading and/or damage to riparian vegetation.
- **Downed Tree Management:** Management of downed trees may be appropriate if it has been determined that the downed tree has potential to increase erosion, flooding, bank failure, or negative impacts to public infrastructure (e.g., bridges, culverts, roads). If such risks are unlikely, the County will explore options for preserving and/or repositioning the tree along the channel. If erosion and/or flooding risks are likely to occur, the County will consider removing or reusing the tree elsewhere in the County.

## 9.2.2 Maintenance Triggers for Roads, Roadside Ditches, Swales, and Green Infrastructure

Maintenance activities are conducted only when determined to be necessary. The following maintenance criteria are applied to evaluate and determine when maintenance actions are required at County roads, roadside ditches, and swales:

- **Paved Road Surface Maintenance Activities:** Paved road maintenance activities (e.g., pothole repairs) occur shortly after the road safety hazard occurs and on a routine basis for preventative maintenance purposes to prevent accidents, vehicle damage and other traffic safety hazards. Minor road repairs that entail patching cracks and resurfacing are prioritized based on severity of traffic safety hazards, level of road use, and typically conducted outside of the rainy season (between April and October).
- **Unpaved Road Surface Maintenance Activities:** This work is necessary when a road surface has deteriorated or failed due to erosion or stormwater flows, has contributed sediment and subsequent adverse water quality and/or hydrology impacts, or led to erosion nearby. These activities are also prioritized by severity of traffic safety hazards and level of use.
- **Roadway Slip-out/Slide Repairs:** Slide repair is necessary when slope failures have occurred on the cut slope side of a roadway; a slip-out repair is necessary when slope failure has occurred on the fill side. This work is necessary when the roadway slip-out/slide poses a threat to existing roads or other facilities like utilities, or public safety. This work is also necessary when the roadway slip-out/slide has contributed sediment to nearby drainage, channel, or other waterbodies.
- **Vegetation and Fuel Management Along Roads:** Mowing, trimming and pruning of vegetation along County roads is necessary to maintain appropriate line of sight clearance (usually 4 feet at an intersection), to maintain a 14-foot height clearance for vehicles, and to maintain a 7-foot

height clearance for pedestrians. This work is necessary when overhanging limbs or trees pose a public safety hazard for motorists.

- **Cleaning and Repair at Unpaved Roadside Ditches and Swales:** Roadside ditch/swale cleaning is necessary when debris and vegetation have reduced the capacity of ditches/swales by 25-30 percent. Figure 5-2 shows conceptual cross-sections of v-ditches, trapezoidal ditches and segmental ditches with a loss of 30 percent capacity. Filling of ditches/swales is necessary where the ditches have eroded to depths below the existing grade.
- **Paved Ditch Cleaning:** This work is necessary when drainage capacity has been substantially reduced, by at least 30 percent.
- **Sediment and Debris Clearing and Vegetation Management of Green Infrastructure (GI):** Trash and weed removal occurs during annual inspections and on as-needed basis. Light sediment clearing occurs when capacity of the GI site has been reduced; facility or structure is not functioning as designed, or as otherwise specified in site-specific operation and maintenance guidance documents. For bioretention facilities, maintenance typically occurs when there is greater than 2 inches of accumulated sediment, reduced infiltration, clogged inlet or outlet, or when sediment is covering vegetation. As described in Section 5.3, this Maintenance Program only covers maintenance of GI features installed prior to 2015 using Proposition 84 grant funds from the SWRCB. GI features installed post-2015 are covered under the MRP.

### 9.2.3 Maintenance Triggers for County Landfills and County Airports

Maintenance activities are conducted only when determined to be necessary. The following maintenance criteria are applied to evaluate and determine when maintenance actions are required at closed landfills (e.g., the Pescadero Landfill and Half Moon Bay Landfill) and County-owned airports (e.g., Half Moon Bay Airport and San Carlos Airport):

- **Vegetation Management at Closed Landfills:** Livestock grazing is conducted at the Pescadero Landfill and Half Moon Bay Landfill, both of which are closed, on an annual basis to control growth of non-targeted weeds. Herbicide application is used at the Pescadero Landfill and adjacent County-owned parcels to control invasive species (i.e., jubata grass growth).
- **Vegetation Management at County Airports:** Jubata grass growth is managed around the Half Moon Bay Airport runways through a combination of mechanical methods and herbicide application. Limited herbicide application and mechanical removal of invasive weeds is also conducted at the San Carlos Airport. The County aims to control and stop seedling growth as a preventative measure to avoid obstructing of lighting or signage at these airports. Additionally, if an airplane deviates from the paved runway, this vegetation needs to be maintained in order to allow safe landing.

### 9.2.4 Maintenance Triggers for Parks and Trails/Fire Access Roads

Maintenance activities are conducted only when determined to be necessary. The following maintenance criteria are applied to evaluate and determine when maintenance actions are required at County Parks and trails/fire access roads:

- **Trail/Fire Access Road Tread Repair:** This work is necessary when trail/road tread has worn down and ruts are evident, thus requiring addition of the proper type of soil or surface material



and/or re-compaction. The need for trail tread repair work is determined during periodic inventories that are conducted.

- **Other Trail Maintenance and Repairs:** Repair of signs and other structures is conducted when damaged.
- **Vegetation and Fuel Management and Maintenance of Fire Breaks Along Trails/Fire Access Roads and other Recreational Facilities:** The County will inspect trails, campgrounds, picnic areas, and other recreational amenities annually and, based on the assessment, will develop a fuel management work plan to be implemented during the following work season. Vegetation thinning or pruning along trails is typically necessary when shrubs or trees are overhanging or encroaching on the trail or campground. In order to establish or maintain fuel breaks and remove ladder fuels along trails, around facilities, or along park boundaries where adjacent private properties could be at risk, the defensible space should be maintained to a 100-foot wide buffer. Where dead, decaying, or fallen trees present a hazard to trails and park facilities, removal should occur within 200 feet of park facilities. Mowing is needed when overgrown weeds and other grasses encroach the trail or other recreational facility. Tree removal is necessary if a particular tree has created a public safety hazard along or near County maintained facilities and the situation cannot be fixed by limbing or pruning.
- **Burn Piles:** Burn piling may need to be conducted by County Parks to maintain fuel breaks and reduce vegetation density along some park boundaries (e.g. Edgewood County Park). This method may be more appropriate over mechanical or hand removal methods for efficiency purposes.
- **Herbicide Application within County Parks:** While herbicide application is used in limited amounts for controlling non-native plants in County Parks, in some cases, herbicide application is more appropriate over mechanical or hand removal methods due to access or efficiency purposes.

### 9.2.5 Maintenance Triggers for Coyote Point Marina and Other Shoreline Activities

Maintenance activities at Coyote Point Marina are only conducted when necessary. The following maintenance criteria are applied to evaluate and determine when maintenance actions are required at Coyote Point Marina:

- **Pump Out Facility Maintenance:** Preventative maintenance inspections of the pump out facility occur on an annual basis to ensure capacity for continued use in removing sewage from boats. Preventative maintenance typically includes checking the belt tension, greasing the motor grease fittings, checking pipes for leakage, changing the pump hose every 1-2 years, changing the separator band and abutment every 1-2 years, and changing the pump oil every three years.
- **Dock Maintenance:** Routine dock maintenance only occurs when the cleats, bumper striping, gussets and covers along the dock perimeters are damaged and need replacement. Maintenance may be conducted if Parks staff observe rusty screws, bolts, rotted plywood, and/or gaps in the concrete blocks comprising the docks which could represent a public safety hazard.

- **Water Lines:** Upon periodic inspections of dock water lines, the County repairs these lines if a malfunction is observed.
- **Boat Launch Ramp:** Maintenance at boat launches are only conducted if damaged floats, cleats and bumper striping are observed. Large debris present in the launch ramp lanes is also removed for safety purposes.
- **Channel Entrance and Breakwater Maintenance:** Upon inspection, entrance pilings are repaired with plastic pile wrap when deterioration is observed and light bulbs of entrance lights are replaced once they have reached the end of their useful life. Hazardous logs and driftwood are removed if observed in the channel entrance, and rocking on the berms are repaired with new rocks where rocks have fallen.

### 9.3 Impact Minimization and Work Limits

The following measures are implemented to avoid and minimize impacts resulting from maintenance activities conducted at the County facilities described in Section 9.2, above.

#### 9.3.1 Impact Minimization

- The County implements impact minimization measures or Best Management Practices (BMPs). BMPs are operational or procedural practices, and structural or engineered controls which are implemented to protect natural resources. BMPs presented at the end of this Chapter are an integral part of the Maintenance Program and are implemented to protect and enhance existing habitat and also protect maintenance workers and the community from equipment hazards.
- Appropriate BMPs are selected, specific to the maintenance activity, site, and potential resources affected, after County staff have reviewed the project and selected the Tier category that applies for the specific activity at the site.

#### 9.3.2 Work Length and Size Limits

- **Culvert Repair/Replacement.** As described in Chapter 5, the installation or replacement of culverts is limited to 60-inch size diameter culverts or smaller to convey adequate flow (i.e., 100-year flow where feasible). Typically, each site would be between 25 to 60 feet in length. Work activities on non-fish bearing streams would be limited to 150 feet in length per site and 1,500 linear feet for all such culvert repair/replacement projects in a year. The estimated maximum work area of a culvert repair or replacement site on a non-fish bearing stream would be 750 square feet. Culvert repair and replacement activities on fish-bearing streams are limited to 100 feet per site and one such project per year. The estimated maximum work area of a culvert repair or replacement site on a fish-bearing stream would be 500 square feet.
- **Channel Maintenance.** These activities are limited to:
  - **Concrete Repair.** Minor patching and repair of concrete channel walls and beds.
  - **Repair of Existing Channel Rock Slope Protection.** These activities are limited to conducting in-kind repairs by replacing the immediately missing or damaged rocks at existing bank stabilization sites and below exiting culvert outfalls.

- **Tide Gate Maintenance.** These activities are limited to clearing debris blockages where necessary and replacing the flaps on tide gates once over the course of the Maintenance Program. The estimated maximum work length and area of flap gate replacement would be 150 LF and 15,000 square feet, respectively.
- **Floodwall and Levee Maintenance.** For purposes of the Maintenance Program, floodwall maintenance and repair activities would be minor (e.g. graffiti removal) and conducted to return the floodwalls to its as-built design. Levee maintenance would be limited to minor repair of existing levees to maintain structure integrity (i.e., filling in burrows, replacing fallen rocks, repairing cracks, and repairing slip-outs). The County anticipates that slip-out repairs along channel levees would occur no more than two times per year. The estimated maximum work length and area at each repair site would be 150 LF and 3,000 square feet, respectively.
- **Bridge Maintenance.** For purposes of the Maintenance Program, bridge maintenance and repair activities would occur within the bridge footprint or immediately adjacent area, within 25 feet upstream or 25 feet downstream of the bridge. The total annual channel work limits associated with bridge maintenance would be 500 linear feet [LF]. The estimated in-water maximum work length and area at a bridge maintenance site would be 150 LF and 1,500 square feet, respectively.
- **Roadside and Trail Ditch and Swale Clearing.** This work would be limited to minor debris and sediment removal from ditches and swales in order to restore original capacity.
- **Maintenance of GI Sites.** This work would be limited to minor maintenance activities including trash, debris and sediment clearing; replanting of vegetation; cleaning storm drainage inlets and outlets; and as-needed repairs after large storms.
- **Sediment Removal at Culverts and Crossings.** At creek and road crossings, work activities would be limited to 150 LF or less per work site and have an estimated maximum work area of 1,125 square feet. The County is typically limited to working within the width of the County's road right-of-way (100-foot width or less). The total annual work limit for all sediment removal activities, including at channel sites as noted below would be 1,500 LF. Dewatering limits would be limited 750 LF per site with a total annual limit of 2,500 LF for all sediment removal projects including at channel sites as noted below.
- **Sediment Removal in Channels.** For the purposes of the Maintenance Program, sediment removal activities shall be limited to focused localized sites that are 500 feet in length or less per site. The estimated maximum work area of each site would be 3,750 square feet. The total annual sediment limit for all sediment removal projects in the Program, including culvert, crossings, or in channel locations would not exceed 1,500 LF. The average annual amount of sediment removed for the Program would be approximately 750 cubic yards or less. The annual total sediment removed for the Program would not exceed 1,500 cubic yards. If maintenance is necessary when there is water within the channel, dewatering would be conducted through the use of cofferdams or a clean water bypass. Dewatering limits for the Program would not exceed 2,500 feet in length for all sediment removal projects.
- **Creek Bank Stabilization / Slip-out and Slide Repairs.** Since 2012, the County has completed five bank stabilization and/or slip-out repairs and 11 slip-out repairs where culvert replacement was

required as well. As described in Chapter 2, the County has also completed 13 emergency bank stabilization/slip-outs and 4 slip-out repairs in combination with culvert replacement work. The total work distance along streambanks are typically 25-100 feet per maintenance site. For purposes of the Maintenance Program, the total work distance will not exceed 150 feet per site and the estimated work area of a bank stabilization site would be 3,000 square feet. In average hydrologic years (based on average seasonal precipitation), the total annual work distance will not exceed 750 feet (for all sites). Following a wet hydrologic year or period, the total annual work distance along streambanks will not exceed 1,500 feet (for all sites). In all cases, access, staging, and project construction will be conducted to minimize impacts on existing riparian vegetation.

- **Vegetation Management.** Vegetation management activities (e.g., mowing, trimming, pruning, and fuel management) are generally limited to the County's right of way along County roads, along County trails/fire access roads (50 feet on either side), and within 100 feet of County Parks Department facilities (such as campsites and picnic areas). Removal of hazardous trees are limited to 200 feet of park facilities including trails. Herbicide use is limited to spot spraying in certain areas for invasive weed control purposes. Herbicides are not used in or adjacent to any fish-bearing stream, lake, pond or other water bodies known to support California red-legged frog. If used in areas that provide habitat for California red-legged frog and other special-status species, the County maintains a 20-foot buffer around aquatic habitat in compliance with two Court-ordered injunctions and uses formulations for use near water.
- **Burn Piles.** This work primarily occurs along County Park boundaries. The mass of each burn pile would be limited to 750 pounds/pile of woody debris and would be limited to a maximum of 33 burn piles/acre and 20 acres/year for fuel break maintenance.
- **Downed Tree Management.** This work occurs when a downed tree is significantly decreasing flood conveyance capacity or obstructing or deflecting streamflow causing bank erosion (particularly where infrastructure or adjacent properties are at risk), or where there's an opportunity to improve habitat value for fish and wildlife. The County considers these factors when determining whether a downed tree should be preserved, repositioned, or removed from the site and/or reused off-site. Resource agencies are typically notified at least 14 days prior to performing any LWD management/removal work.
- **Marina Maintenance.** These activities would be limited to minor repair and debris removal activities and would not require dredging. The estimated maximum work length for conducting in-water dock maintenance activities would be 50 LF and such work would primarily be limited to replacing dock flotations.

## 9.4 Best Management Practices

The general maintenance measures in **Table 9-1**, presented at the end of this chapter, typically apply to all maintenance practices. Others, such as erosion control measures, sediment and water quality control measures, and dewatering BMP are tailored for specific maintenance activities and reflect current recommended practices. These BMPs are summarized in Table 9-1, and more fully described in Appendix A (July 2018). Many of these were adopted from the County's original Maintenance Standards, which have been superseded by this document. **Table 9-2** identifies BMPs that should be implemented for cultural resource protection, as appropriate to the maintenance site. **Table 9-3** includes BMPs that

are implemented for specific biological resources and habitat protection, as appropriate to the maintenance site. The BMPs in Appendix A and Tables 9-1 through 9-3, and this manual as a whole, are intended to be a living document that will be periodically updated to reflect new BMP technologies and maintenance techniques.

## **9.5 Mitigation Opportunities**

This Section outlines and describes mitigation options available for offsetting the Maintenance Program's residual impacts on wetlands, waters, riparian resources, and federally and state listed species. Once the Program is operating under regulatory approvals and permits, annual mitigation will be provided as necessary to address any residual impacts that require compensatory action. Maintenance activities will be notified annually with mitigation needs also identified. The following discussion is intended to provide a context and basis for a variety of mitigation approaches that may be utilized.

### **9.5.1 Summary of Impacts to Wetlands, Waters, and Riparian Resources and the Federally or State Listed Species They Support**

Tables B-1 and B-2 in Appendix B provide a representative overview of the types of maintenance projects that may be needed in the Program's first 5-10 years. The maintenance characterization sheets included in Appendix H, depict how routine maintenance activities for a given year typically involve vegetation and sediment removal at County roads, bridges and culvert crossings; bank stabilization and slip-out repairs along County roads near creeks and waterways; replacement of degraded culverts; bridge maintenance; trail maintenance; and marina maintenance activities. The maintenance characterization sheets in Appendix H provide more details about the types of issues at typical repair sites (e.g., bridges, culvert replacement, bank stabilization/slip-outs). As part of each annual notification, the County will prepare additional maintenance characterization sheets for sites planned for maintenance in a given year and not already addressed in Appendix H. Characterization sheets included in Appendix H will also be updated as maintenance needs may evolve over time.

Sediment removal, bank stabilization or slip-out repairs along creeks, bridge maintenance, and culvert repair/replacement activities may result in temporary and/or permanent impacts on wetlands and waters of the U.S. and/or state, as well as the federally and state listed species they support.

Impacts from bank stabilization and culvert repair or replacement projects can result in the permanent loss of vegetation and reduction in open channel areas. Use of rock rip-rap to support culvert outfalls or bank repairs may result in fill of waters of the U.S. and therefore require mitigation for resulting impacts, including loss of habitat for federally or state listed species. Additional residual impacts will likely occur as temporary impacts due to the time gap between when maintenance activities occur and when the restoration or mitigation actions are implemented.

### **9.5.2 Timing of Mitigation**

Under the Maintenance Program, at the beginning of each year, the County would prepare an annual notification report summarizing all proposed maintenance activities for a given year. The tiering approach described earlier in the Chapter and in Chapter 2 would be applied to classify the types of impacts to federally or state listed species anticipated to occur at each maintenance site.

As discussed in Chapter 10, the notification report will summarize anticipated impacts on wetlands and waters of the U.S. and state, riparian resources, and federally and state listed species. The annual report will describe avoidance and minimization measures, BMPs, and mitigation that would be implemented to offset the Program's permanent impacts to wetlands/waters, riparian resources, and special-status species. Compensatory mitigation for impacts to waters of the U.S. would be provided in accordance with the "Mitigation Rule," which was established by the USEPA and USACE in 2008. Since then, the USACE published *Guidelines for Preparing a Compensatory Mitigation Plan*<sup>1</sup>, Attachment 12501.6 – SPD Mitigation Ratio Checklist<sup>2</sup>, and *2501-SPD Regulatory Program Standard Operating Procedure for Determination of Mitigation Ratios*<sup>3</sup> (2017). The County will provide compensatory mitigation for impacts on waters of the U.S. in accordance with the Mitigation Rule and the USACE's guidelines for preparing compensatory mitigation plans and determining mitigation ratios and Attachment 12501.6 – SPD Mitigation Ratio Checklist.

The County will provide compensatory mitigation for impacts on waters of the U.S. in accordance with the Mitigation Rule and the USACE's guidelines for preparing compensatory mitigation plans and determining mitigation ratios and Attachment 12501.6 – SPD Mitigation Ratio Checklist.

In addition, compensatory mitigation amounts will take into account potential effects on beneficial uses established in the San Francisco Bay and Central Coast RWQCBs' basin plans. Compensatory mitigation for impacts to wetlands will also take into account the California Wetlands Conservation Policy (Executive Order W-59-93). Objectives of this policy include:

1. To ensure no overall net loss and long-term net gain in the quantity, quality and permanence of wetlands acreage and values in California in a manner that fosters creativity, stewardship and respect for private property.
2. To reduce procedural complexity in the administration of State and Federal wetlands conservation programs.
3. To encourage partnerships to make restoration, landowner incentive programs, and cooperative planning efforts the primary focus of wetlands conservation.

### 9.5.3 On-Site Mitigation Approach

For routine maintenance activities that take place outside of tidal wetland/other waters habitat within the USACE and/or RWQCB's jurisdiction, the preferred mitigation approach is on-site mitigation. The County will evaluate on-site mitigation opportunities to address impacts in the immediate vicinity of the maintenance project area. On-site and in-kind mitigation for impacts to wetlands and aquatic habitat

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<sup>1</sup> U.S. Army Corps of Engineers (USACE). 2010. Guidelines for Preparing a Compensatory Mitigation Plan. Last Revised October 7. Available: [www.sac.usace.army.mil/Portals/43/docs/regulatory/Guidelines\\_for\\_Preparing\\_a\\_Compensatory\\_Mitigation\\_Plan.pdf](http://www.sac.usace.army.mil/Portals/43/docs/regulatory/Guidelines_for_Preparing_a_Compensatory_Mitigation_Plan.pdf)

<sup>2</sup> USACE. 2013. Attachment 12501.6 – SPD Mitigation Ratio Checklist. Available: [www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/487060/12501-spd/](http://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/487060/12501-spd/).

<sup>3</sup> USACE. 2017. *2501-SPD Regulatory Program Standard Operating Procedure for Determination of Mitigation Ratios*. Available: [www.spd.usace.army.mil/Portals/13/docs/regulatory/qmsref/ratio/12501-SPD.pdf](http://www.spd.usace.army.mil/Portals/13/docs/regulatory/qmsref/ratio/12501-SPD.pdf)



would occur at a ratio of 1.5:1 (or 1.5 acres of wetlands/other waters will be restored/created for every 1 acre of wetlands/other waters permanently impacted by the County's maintenance activities).

The general on-site mitigation approach is to restore the type of habitat that is impacted by maintenance activities in the same project vicinity or stream reach where the disturbance has occurred. This approach not only compensates for the specific jurisdictional habitat that is impacted, it also results in restoration or enhancement of habitat for any special-status species that may be affected by the maintenance activity, thus compensating for impacts on those species as well.

If riparian habitats are affected, then the mitigation strategy is to re-establish riparian habitat on-site. This could involve planting riparian vegetation, removing non-native plants, or enhancing this type of habitat along or near the impacted site. Another on-site or off-site mitigation approach involves geomorphic stabilization and restoration of the channel bed. This type of activity may be suitable when the current active channel has severely eroded and incised deep into its bed, cutting the channel off from adjacent bench or floodplain areas, generating significant sediment loads carried downstream, and potentially undermining infrastructure. The County is currently partnering with the San Mateo RCD on such a project that will address past channel bed incision at the Cloverdale Road bridge crossing at Butano Creek while also stabilizing and enhancing the channel bed in a manner that will improve habitat for special-status fish species, water quality, and floodplain connectivity. For on-site riparian and wetland mitigation projects, the County would restore, preserve, and manage riparian and wetland habitats or substantially improve the quality of highly degraded riparian habitats at a ratio of 1.5:1 (or 1.5 acres of riparian habitat will be restored/created for every 1 acre of riparian habitat impacted by proposed maintenance activities).

For creek bank stabilization projects, the County would seek to implement biotechnical solutions, as conditions allow, to avoid or minimize the potential hardening of creek banks. By implementing biotechnical solutions such as vegetated rock slope protection or vegetated soil lifts, such projects may be self-mitigating.

### **Past On-Site Mitigation Examples**

As an example, the County recently conducted bank stabilization work along Los Trancos Creek and Alpine Road in Portola Valley. The County used biotechnical slope stabilization techniques by installing live willow stakes and rock to stabilize the creek bank at the base of a newly installed retaining wall. While on-site willow plantings were self-mitigating for this project, additional off-site mitigation was required to offset residual permanent impacts of the new retaining wall.

To compensate for wetland impacts associated with the Colma Creek Flood Control Channel Wall Repair Project and subsequent concrete channel repair work completed at Spruce Avenue bridge, the County monitored and enhanced salt marsh habitat at four mitigation sites near the mouth of Colma Creek. Three of these sites were established in 2006 for a prior project on Colma Creek involving floodwall construction between San Mateo Avenue and Produce Avenue and were continually monitored; the fourth site was established for work conducted at the Spruce Avenue bridge. As part of these mitigation efforts, the County planted native plants and removed invasive plants and trash at these sites. Three of the sites have been monitored by the County since 2006 and the fourth site has been monitored since 2011. Two of the mitigation sites have met established success criteria.

### 9.5.4 Off-Site Mitigation Approach

Off-site mitigation can provide opportunities for in-kind mitigation that aligns with the functions and values of natural resources that are potentially impacted by the maintenance program but is done at a different location than where the maintenance occurs. The general approach is to conduct off-site mitigation within the same watershed or general region as where the maintenance activities occur. This type of mitigation is similar to the on-site option in that the focus is to provide in-kind habitat enhancement or restoration, stream function improvement, water quality benefits, or overall watershed health improvements that offset maintenance impacts or reduce the need for maintenance. This could involve planting riparian vegetation, removing non-native plants, or enhancing habitat in offsite locations which share similar qualities or conditions to the routine maintenance site. For off-site mitigation approaches, the County will acquire, preserve, enhance, and manage lands that provide similar ecological functions and values to the riparian or wetland habitat impacted by program maintenance activities at a ratio of 3:1 (or 3 acres of riparian or wetland habitat will be acquired, preserved, and enhanced for every 1 acre of riparian or wetland habitat impacted by the County's maintenance activities).

#### Off-Site Mitigation Example

As an example of this type of mitigation, for the recent Butano Creek at Pescadero Creek Road Sediment Removal Project, the County enhanced 0.33 acre of riparian habitat at an off-site location (adjacent to the closed Pescadero Landfill off Bean Hollow Road). The mitigation site is located on County-owned property, near the maintenance site approximately 0.6 mi away, but not directly on-site. The mitigation project included restoring an erosive gully that was sending an excessive amount of sediment downstream to the Pescadero Butano Marsh. The County also enhanced riparian wetland habitat by removing invasive plants and planting native willow trees, shrubs and wetland species. Erosion control measures and repairs were conducted to reduce the active erosion at this site. This example demonstrates how an off-site mitigation project can be identified which also addresses longer-term sustainability approaches. The maintenance project was needed due to sedimentation occurring beneath a bridge crossing. The mitigation project addresses reducing erosion and sedimentation in the watershed. So, in this case, the nature of the maintenance project and the mitigation project are aligned, so that the mitigation project will improve overall watershed conditions.

#### Potential Off-Site Mitigation Options

The following Section describes potential off-site mitigation options throughout the County.

In 2015, the Parks Department conducted a pilot restoration project at the mouth of San Vicente Creek in Moss Beach which flows through Fitzgerald Marine Reserve and into the Pacific Ocean. This pilot project, referred to as phase I of the San Vicente Creek Enhancement Project, focused on enhancing 0.5 acres along San Vicente Creek by removing invasive plants including cape ivy and ice plant, and replanting native vegetation. The overall acreage of the greater San Vicente Creek Enhancement Project is approximately 3.5 acres. While this pilot project did not provide mitigation credit for a specific project, the Parks Department has received mitigation funds to restore a 0.3-acre portion of the overall San Vicente Creek Enhancement Project area as mitigation credit for the Surfer's Beach project which is needed to comply with a Coastal Development Permit Amendment (No. 1-98-057-A3). Portions of the overall San Vicente Creek Enhancement Project have been partially funded through mitigation funds for other projects including a development adjacent to Mirada Surf West and project activities at the Half Moon Bay Airport. Similarly, future restoration efforts at the San Vicente Creek Enhancement Project



could serve as a mitigation option for future maintenance activities that occur in the Coastside through this Maintenance Program.

Additionally, the Parks Department recently completed sediment reduction projects at the Keystone Creek and Hardwood Creek crossings on Old Haul Road in Pescadero Creek Park. Treatment of the Harwood Creek and the Keystone Creek crossing sites involved replacing an undersized 36-inch diameter culvert, installing a new ditch relief culvert and excavating about 2,500 cy of residual fill material at each crossing. The work at Hardwood Creek and Keystone Creek was completed in 2018. The Parks Department plans to conduct another sediment reduction project at the Dark Gulch, a tributary to Pescadero Creek. The Dark Gulch project is the largest of these sites and involves excavating about 35,000 cubic yards of material, and would address episodic sediment delivery into the mainstem of Pescadero Creek. This site is a large actively failing crib log crossing with fill up to 65 feet in depth. The work at Dark Gulch is currently in the design phase, anticipated to be complete in 2020, and will undergo a separate CEQA process. Similarly, the Parks Department is planning to complete four other high priority erosion and sediment reduction projects along Old Haul Road within Pescadero Creek Park. While these sediment reduction projects would undergo separate CEQA and permitting processes from the Maintenance Program, these beneficial projects may provide compensatory mitigation for residual impacts associated with the Maintenance Program. These projects would also help meet the goals and requirements identified in the Butano-Pescadero Watershed Sediment TMDL.

The Parks Department has conducted and plans on conducting invasive plant and tree removal on Park lands, which may provide mitigation credit for the Maintenance Program. The Parks Department spearheads a volunteer program called Parks Stewardship Corps, a program that gets volunteers and park staff working together at different County parks on a weekly basis. The Parks Stewardship Corps typically leads workdays focused on removing invasive weeds and installing native species. The Parks Stewardship Corps plans on conducting invasive plant removal and planting pickleweed and gum plants at Coyote Point Marina. In addition, within the last few years, the Parks Stewardship Corps Program removed a large amount of invasive plants at the Colma Creek headwaters and replanted the area with approximately 700 native plant species. Note that while this area is within the San Bruno Mountain HCP planning area, these efforts were not completed to satisfy mitigation requirements. These recent invasive plant removal and native planting efforts may satisfy mitigation requirements for the first year's maintenance projects under this Program.

Other off-site mitigation options include gully repair and large woody debris implementation projects in the Pescadero-Butano Creek watershed, invasive plant removal at Quarry Park in Half Moon Bay, and creek restoration in Junipero Serra County Park. In particular, the Department would like to remove concrete from El Zanjon Creek, which would provide mitigation credit for maintenance activities conducted on the Bayside of the County.

### **9.5.5 Conservation Easements and Deed Restrictions**

Establishing conservation easements or deed restrictions are another option for providing off-site mitigation. As an example, the County plans to provide off-site habitat mitigation for impacts to the California red-legged frog and San Francisco garter snake from the Butano Creek Sediment Removal Project by establishing a conservation management area (0.56 acre) to preserve and manage off-site conservation lands that provide habitat for these two species. The conservation area is located on County-owned land to the south of Pescadero Creek Road between the County's corporation yard and land formerly used as a County landfill. This conservation area is approximately 0.6 miles from the maintenance site. Future management of the conservation area will include maintaining aquatic habitat

including management of invasive species (i.e., bullfrogs and invasive plant species such as jubata grass), surveying hydrology and vegetation, and monitoring for presence of California red-legged frog and San Francisco garter snake.

The County is considering expansion of the conservation area on adjacent County-owned land that would conserve a mosaic of habitats suitable for these species such that the overall conservation area could be as much as 55 acres. By establishing a restricted covenant deed on this land, the conservation area provides opportunities for the County to “bank” mitigation for these species by managing larger patches of habitat than are needed as mitigation for any particular year’s activities and debiting mitigation requirements on an annual basis from the total mitigation provided.

### **9.5.6 Partner with Local Watershed Organizations**

An additional opportunity to provide mitigation for routine maintenance activities is found through partnering with local San Mateo County based watershed, stewardship, or non-profit organizations that lead or coordinate habitat restoration or watershed improvement projects. The County can assist such organizations through funding projects that improve water quality and restore habitats and ecosystem projects in San Mateo County. In so doing, the County can provide locally based mitigation to offset impacts associated with routine maintenance activities.

For example, the County partnered with the California Native Plant Society (CNPS) on the Heart of the Mountain Program, a stewardship program focused on restoring native plant communities in the Colma Creek headwaters area. The program was initiated by CNPS in 2001 and funded through multiple grants up to 2004. In 2003, the County Parks Department also received Proposition 12 grant funds to support continuing volunteer efforts started by CNPS to restore the headwaters on San Bruno Mountain. Between 2004 and 2008, the primary improvements involved clearing invasive weeds including 50 large and 100 small eucalyptus and cypress trees, removal of invasive plants (e.g., English and Cape ivy, and Himalayan blackberry), erosion control improvements along a 500-foot Section of the creek channel, mulch spreading, and planting of native riparian, coastal scrub and grassland plant communities (Watershed Project 2008). Volunteers helped with various planting of native plants and invasive weed removal. The County could partner with CNPS on a similar effort as this stewardship program to provide mitigation credit for the overall Maintenance Program.

The San Mateo County Resource Conservation District (RCD) is a special district created by the community that addresses specific resource management needs such as fire protection, conservation of open space, floodplain restoration, erosion control, and flood management. The County has successfully partnered with the San Mateo County RCD on several past projects to improve watershed conditions. One project currently under development is the Butano Channel Creek Channel Reconnection and Resilience Project. This particular project involves dredging roughly 8,000 feet of the historic Butano Creek channel (45,000 cubic yards of sediment) and re-using dredged material to fill historic man-made pits in effort to restore Pescadero Marsh Natural Reserve. The project will not only reduce flooding of Pescadero Creek Road but is also expected to improve fish passage and habitat for protected species including coho salmon, steelhead, California red-legged frog, and San Francisco garter snake.

The San Mateo RCD leads the Rural Roads Program and participates in the Integrated Watershed Restoration Program (IWRP). The Rural Roads Program was initiated to reduce excessive sedimentation from roads. Sediment from roads can degrade fish habitat, impact bank stability and the stream’s conveyance capacity, and adversely affect water quality. Through the Rural Roads Program, the San Mateo RCD has conducted road assessments and developed strategies to improve roads and work with

landowners and managers to ensure proper maintenance of rural roads. The IWRP is a partnership of the RCDs of Santa Cruz, Monterey, and San Mateo Counties with the California State Coastal Conservancy. The IWRP facilitates high priority conservation projects through coordination of resource agencies with funding and permitting authorities, and helps resource agencies at the local, federal and state level meet legal mandates through voluntary conservation projects on private and public lands. Example projects that have been completed in San Mateo County through the IWRP include gauging streamflow in Pescadero, Butano and San Gregorio creeks; removal of fish barriers for migrating salmon and steelhead; enhanced habitat complexity features in critical stream reaches; and restoration of Pescadero and San Gregorio lagoons (San Mateo RCD 2017). Into the future, the County will have more opportunities to help fund efforts such as the Butano Creek Channel Reconnection and Resilience Project, the Rural Roads Program, or IWRP. Funding such projects and programs can provide several watershed benefits and is an effective and appropriate mitigation approach to offset potential impacts of the routine maintenance program.

### 9.5.7 Mitigation Banks

Another suitable option to mitigate the Maintenance Program's impacts on wetlands and waters of the U.S. is to purchase mitigation credits from the a wetland mitigation bank. This option was recently pursued to provide mitigation for the County's Colma Creek Flood Control Channel Maintenance Project, which involves sediment removal and culvert repair and replacement work in the cities of Colma and South San Francisco. The USACE recommended and preferred that the County purchase wetland mitigation credits at a 1:1 ratio from the San Francisco Bay Wetland Mitigation Bank versus implementing other on-site or off-site mitigation options led by the County. Note that the San Francisco Bay Wetland Mitigation Bank's service area is limited to serving projects that result in impacts on tidal habitat on the County's Bayside only. The San Francisco Bay Wetland Mitigation Bank is also in its final phase of credit release and may not have credits available once the Maintenance Program is operating. As there are currently no other wetland mitigation banks in San Mateo County, the appropriate mitigation ratio for purchase of wetland mitigation credits will be determined through coordination with the owner of any bank that is approved in the future, as well as with the USACE and RWQCB.

Depending on the Program's potential impacts on specific special-status species, the County may also purchase compensatory credits from other mitigation banks that provide additional types of habitat that serve San Mateo County. For example, mitigation bank options that provide credits for California red-legged frog include:

- Sparling Ranch Conservation Bank
- Mountain House Conservation Bank
- North Bay Highlands Conservation Bank
- Ohlone Preserve Conservation Bank
- Ourson Ridge Conservation Bank

### 9.5.8 Compensatory Mitigation for Loss of Habitat for Federally or State-listed Species

As previously described, routine maintenance activities could result in loss of habitat supporting special-status species such as the California red-legged frog, California tiger salamander, and San Francisco garter snake. Compensation for the long-term loss of habitat for such species would occur via options

described above, including: restoration, enhancement, and/or management of suitable habitat on County lands (either existing lands or lands that are already acquired); financial contribution to local County based watershed, stewardship, or non-profit organizations that lead or coordinate habitat restoration or watershed improvement projects; or purchasing credits from a USFWS-approved conservation bank. Compensatory mitigation for permanent loss of breeding habitat for California red-legged frog, California tiger salamander, and San Francisco garter snake will be provided at a ratio of up to 3:1. Compensatory mitigation for long-term loss of upland dispersal or refugial habitat for these species will be provided at a ratio of 2:1, on an acreage basis.

#### **9.5.9 Mitigation Monitoring**

For any mitigation efforts that the County will undertake in support of the Maintenance Program, they will ensure adequate monitoring to document that the mitigation is operational and successfully providing the functions and valued needed to offset potential Program impacts. For County-led on-site and off-site mitigation projects, the County will be responsible to monitor such projects for a period of 3-5 years depending upon the type of mitigation project. For watershed partnering mitigation projects in which the County serves as a partner funding the mitigation through an agency such as the San Mateo RCD, it's anticipated that the local partner (i.e., RCD) will monitor and provide reporting on the site for 3-5 years. While it's the watershed partner's responsibility to monitor site conditions, it will be the County's responsibility to communicate monitoring results annually as part of the County Maintenance Program's reporting process. The annual notification and reporting actions are described in Chapter 10 in more detail. Specific details describing the monitoring responsibilities of the County will be included in each year's annual notification and summary report of routine maintenance conducted.

# MITIGATION MONITORING AND REPORTING PLAN

This mitigation monitoring and reporting plan (MMRP) identifies the mitigation measures identified in the County of San Mateo's (County's) Routine Maintenance Program Environmental Impact Report (EIR). For each mitigation measure, **Table 1** identifies monitoring and reporting actions that will be carried out and the applicable schedule for monitoring activities. Table 1 also includes a column where responsible parties can check off monitoring and reporting actions as they are completed.

As Lead Agency, the County will be responsible for ensuring that mitigation measures identified in this EIR are fully implemented. Some mitigation measures will be implemented by the contractor(s) on behalf of the County. Contract documents for the proposed program will identify the obligations of the contractor, including relevant mitigation measures. The County will require that the contractor(s) provide them with documentation that the contractor has adequately implemented all contractual obligations, including applicable mitigation measures. Thus, although the County may be responsible for implementing a mitigation measure (i.e., where the measure states "County will"), this is intended to be inclusive of the contractor's role in implementing certain mitigation measures during maintenance or as part of design.

## ***Acronyms and Abbreviations***

BAAQMD	Bay Area Air Quality Management District
CDFW	California Department of Fish and Wildlife
County	County of San Mateo
CRPR	California Rare Plant Ranks
DEIR	draft environmental impact report
ESA	Environmental Site Assessment
HMMP	Habitat Mitigation and Management Plan
RCD	San Mateo Resource Conservation District
TPZ	tree protection zone
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service

## ***References Cited***

California Department of Fish and Game. 2012. Staff Report on Burrowing Owl Mitigation.

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**Table 1.** Mitigation Measures and Implementation Requirements

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<b>Aesthetics</b>			
None required.			
<b>Air Quality</b>			
<b>Mitigation Measure AQ-1: Locate Stockpiles of Odorous Materials and Pile Burning Activities at a Distance from Sensitive Receptors</b>  The County or its contractor(s) will be required to handle stockpiles of potentially odorous excavated or dredged material, or other potentially odorous materials, in a manner that avoids affecting residential areas or other sensitive receptors to the extent feasible. Stockpiles will be placed as far as possible from these receptors and will be covered if immediate off-site disposal is not feasible. Stockpiles for pile burning and pile burning activities will be located as far from sensitive receptors as possible.	<ol style="list-style-type: none"> <li>1. Include stockpiling requirements in contract documents.</li> <li>2. Identify appropriate areas for stockpiles of odorous materials and pile burning.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to maintenance</li> <li>2. During maintenance</li> </ol>	
<b>Biological Resources</b>			
<b>Mitigation Measure BIO-1: Provide Compensatory Mitigation for Special-Status Plant Species</b>  San Mateo County will provide compensatory mitigation for unavoidable impacts on special-status plant populations, where impacts on a special-status species' population is unavoidable and above the specified threshold (i.e., 5% for state or federally-listed species, 10% for CRPR List 1B and 2 species, and 20% for CRPR List 3 or 4 species – see impact discussions BIO-1B and BIO-1C in [EIR]).  Compensation for unavoidable impacts on populations of special-status plants will be provided by a combination of preservation and enhancement of those species' populations outside program work sites. For impacts on populations (including partial populations) of a specific special-status plant species, compensatory mitigation will include preservation, enhancement, and management of lands that (a) already	<ol style="list-style-type: none"> <li>1. Determine the number of individual special-status plants impacted and the magnitude of impact to the entire population of the species to determine whether the impact is above the thresholds identified in Mitigation Measure BIO-1.</li> <li>2. Identify appropriate lands that will support special-status plant species through habitat enhancement and management.</li> <li>3. Develop a Habitat Mitigation and Management Plan (HMMP) for populations to be preserved</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to maintenance</li> <li>2. Prior to maintenance</li> <li>3. Prior to maintenance</li> <li>4. Prior to maintenance</li> <li>5. During and Post-maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>support equal or greater numbers (and health) of individuals of that species and (b) contain sufficient unoccupied habitat to allow for an increase in populations, the increase being at least equivalent to the number impacted, through habitat enhancement and management. For determining the number of individuals impacted, the highest number of individuals known to be present within the impact area within the prior 10 years (if the impact area has undergone multiple surveys in recent years) will be used to determine the magnitude of the impact to the entire population of the species.</p> <p>For populations to be preserved, the County will develop a Habitat Mitigation and Management Plan (HMMP), describing the measures that will be taken to enhance and manage the mitigation lands and to monitor the effects of management on special-status plant species. That plan will include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• a summary of impacts on special-status plant populations and the proposed mitigation;</li> <li>• a description of the location and boundaries of the mitigation site and description of existing site conditions;</li> <li>• a description of the funding mechanism to ensure the long-term maintenance and monitoring of the mitigation lands;</li> <li>• a description of measures to be undertaken, if necessary, to enhance (e.g., through focused management) the mitigation site for the focal special-status plant species;</li> <li>• a description of measures to transplant individual plants or seeds from the impact area to the mitigation site, if determined by a qualified botanist to be appropriate and to have a high likelihood of success;</li> <li>• proposed management activities, such as managed grazing and</li> </ul>	<p>that, at a minimum, meets all of the components identified in Mitigation Measure BIO-1.</p> <p>4. Provide CDFW and/or USFWS with HMMP for review.</p> <p>5. Implement HMMP.</p>		



Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>management of invasive plants, to maintain high-quality habitat conditions for the focal special-status plant species;</p> <ul style="list-style-type: none"> <li>• a description of species monitoring measures on the mitigation site, including specific, objective goals and objectives, performance indicators, success criteria, monitoring methods, data analysis, reporting requirements, and monitoring schedule. Determining specific performance/success criteria requires information regarding the specific mitigation site, its conditions, the biological resources present on the site, the specific plant species for which mitigation is being provided, and the specific enhancement and management measures tailored to the mitigation site and its conditions. The mitigation will be tied to number of individuals or area of occupied habitat that is directly impacted, and final success criteria will include a time frame in which the population will be expected to be recovered (e.g., after five years, the mitigation population will support at least as many individuals as were impacted). In addition, the success criteria will be tied to a nearby reference population to control for regional and temporal variation that will take into account events such as drought and climate fluctuations. Specific criteria will be defined in the HMMP rather than in this FEIR. Nevertheless, the performance/success criteria described in the HMMP will guide mitigation to manage and protect high-quality habitat for, and populations of, the impacted species; and</li> <li>• a description of the management plan's adaptive component, including potential contingency measures for mitigation elements that do not meet performance criteria.</li> </ul> <p>After mitigation has been provided for impacts on special-status plant populations in a specific area from a specific year's activities, future</p>			

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>(i.e., repetitive) impacts on that area will not require additional mitigation.</p> <p>If the compensatory mitigation is provided for federally-listed plant species, the HMMP will be provided to the USFWS for review. It is possible that this mitigation measure may be refined during the Section 7 consultation process with the USFWS (e.g., in the Biological Opinion covering Program effects on federally listed plant species), in which case the refinements required by the USFWS will be implemented. If compensatory mitigation is provided for state-listed plant species, the HMMP will be provided to the CDFW for review. It is possible that this mitigation measure may be refined during the consultation process with CDFW, in which case the refinements required by the CDFW will be implemented.</p>			
<p><b>Mitigation Measure BIO-2: Establish Tree Protection Zones for Ground-disturbing Activities Near Butano Ridge Cypress</b></p> <p>If ground-disturbing activities are proposed and unavoidable within 50 feet of an individual of Butano Ridge cypress to be avoided, a tree protection zone (TPZ) will be established to protect those populations. In order to minimize the impacts on Butano Ridge cypress at a maintenance work area, the County will implement the following tree protection measure:</p> <ul style="list-style-type: none"> <li>Butano Ridge cypress trees that are within 50 feet of proposed program activities will be clearly marked for avoidance. Fenced enclosures for individual trees or groups of trees to be protected will be erected at the driplines of trees, where possible, or as established by the County biologist or another qualified biologist. Soil disturbance within this protection zone will not be permitted.</li> </ul>	<ol style="list-style-type: none"> <li>1. Retain a qualified biologist or County biologist to establish a TPZ around any Butano Ridge cypress within 50 feet of activities.</li> <li>2. Clearly mark trees for avoidance and install fencing around individual trees or groups of trees.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to ground-disturbing activities</li> <li>2. Prior to ground-disturbing activities</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p><b>Mitigation Measure BIO-3: Monitor Temporary Impact from Vegetation Management Activities on “Disturbance-Tolerant” Special-Status Plant Species</b></p> <p>If vegetation management activities that could provide a long-term benefit to special-status plant species (e.g., grazing for thatch removal, invasive plant species removal, shrub and tree removal for fuel reduction, etc.) are proposed and impacts on special-status plant species are unavoidable and greater than a certain threshold (i.e., 10% for CRPR List 1 and 2 species and 20% for CRPR List 3 and 4 species [see Impact BIO-1C below]), the following measures will be implemented.</p> <ul style="list-style-type: none"> <li>• If the vegetation management activity is likely to result in any amount of ground disturbance, then prior to implementation of the maintenance activity, the County will salvage plant material prior to disturbance. This could include removing and retaining the topsoil prior to the implementation of maintenance activities to salvage the seed bank and/or propagules, such as bulbs, corms, etc.</li> <li>• Success criteria will be developed to evaluate the progress of the population following the maintenance activity. As with the development of the HMMP described under Mitigation Measure BIO-1 the specific performance/success criteria for this monitoring will depend on information regarding the specific site, its conditions, the biological resources present on the site, and the specific plant species. The success criteria will be tied to number of individuals or area of occupied habitat that is directly impacted, and final success criteria will be clearly state a timeframe in which the population will be expected to be recovered (e.g. after five years, the population will still support at least as many individuals as were impacted). In addition, the success criteria will be tied to a nearby reference population to control for regional and temporal variation that would take into account events such as</li> </ul>	<ol style="list-style-type: none"> <li>1. Salvage plant material if vegetation management activity will result in ground disturbance.</li> <li>2. Develop success criteria of populations and identify reference population.</li> <li>3. Conduct monitoring after first year of maintenance to confirm recovery.</li> <li>4. If plants are not recovering, retain a qualified botanist to develop a restoration plan and conduct three years of monitoring.</li> <li>5. If needed, provide compensatory mitigation for the loss of population as described in Mitigation Measure BIO-1.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to ground disturbance</li> <li>2. Prior to ground disturbance</li> <li>3. Post-maintenance</li> <li>4. Post-maintenance</li> <li>5. Post-maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>drought and climate fluctuations.</p> <ul style="list-style-type: none"> <li>The population must show evidence that it is recovering in the initial year following the maintenance activity. This requirement will be modified accordingly if the reference population is also in decline indicating that regionally the species is in decline for a reason other than the maintenance activity (e.g., drought).</li> <li>If plants are not observed to be recovering from the maintenance activity and the reference population is not in decline, then the County will work with a qualified botanist to develop a restoration plan for the impacted population, either using the salvaged plant material or plant material from the same watershed. The restoration plan will generally follow the format of the HMMP described in Mitigation Measure BIO-1, describing the measures that will be taken to enhance and manage the mitigation population and to monitor the development of the population towards specific success criteria. The County will monitor the impacted population for three years. By year three, the population needs to show an increasing trend toward improvement. If the population is not showing improvement, then the County will provide compensatory mitigation for the loss of that portion of the population as described in Mitigation Measure BIO-1.</li> </ul>			
<p><b>Mitigation Measure BIO-4: Provide Compensatory Mitigation for the California Red-Legged Frog and California Tiger Salamander</b></p> <p>The County will compensate for the long-term loss of habitat for the California red-legged frog and/or California tiger salamander via the restoration, enhancement, and/or management of suitable habitat on County lands (either existing lands or lands that are acquired); financial contribution to local County based watershed, stewardship, or non-profit organizations that lead or coordinate habitat restoration or</p>	<ol style="list-style-type: none"> <li>Identify appropriate compensation for breeding and upland dispersal or refugia habitat for California red-legged frog and California tiger salamander at ratio identified in mitigation measure and negotiated with USFWS and/or CDFW.</li> </ol>	<ol style="list-style-type: none"> <li>Post-maintenance</li> <li>Post-maintenance</li> <li>Post-maintenance</li> <li>Annually post-maintenance and during</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>watershed improvement projects; or purchase of credits in a USFWS-approved conservation bank. Compensatory mitigation for permanent loss of breeding habitat will be provided at a ratio of up to 3:1 (mitigation:impact). Compensatory mitigation for long-term loss of upland dispersal or refugial habitat will be provided at a ratio of up to 2:1 (mitigation:impact), on an acreage basis. The required mitigation ratio will be negotiated annually with the USFWS (and CDFW for impacts on the California tiger salamander) based on the types and quality of habitat impacted during each year's maintenance activities.</p> <p>For any mitigation efforts, the County will ensure adequate monitoring to document that the mitigation is operational and successfully providing the functions and valued needed to offset potential program impacts. The County will prepare an HMMP describing the measures that will be taken to manage the property and to monitor the effects of management on the California red-legged frog and California tiger salamander; the HMMP will include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• a summary of impacts on red-legged frog and/or tiger salamander habitat and populations, and the proposed mitigation;</li> <li>• a description of the location and boundaries of the mitigation site and description of existing site conditions;</li> <li>• a description of measures to be undertaken, if necessary, to enhance (e.g., through focused management) the mitigation site for red-legged frogs and/or tiger salamander;</li> <li>• proposed management activities, such as managed grazing, management of invasive plants, measures targeted at sustaining populations of burrowing mammals, or other measures to maintain high-quality habitat for red-legged frogs and/or tiger salamanders;</li> </ul>	<ol style="list-style-type: none"> <li>2. Develop HMMP that defines specific performance/success criteria tailored to the specific mitigation site and its conditions.</li> <li>3. Implement HMMP.</li> <li>4. Conduct monitoring for 3 to 5 years to document whether success criteria are achieved and communicate monitoring results annually as part of the proposed program's annual reporting process.</li> </ol>	development of the annual report	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<ul style="list-style-type: none"> <li>• a description of species monitoring measures on the mitigation site, including specific, objective goals and objectives, performance indicators, success criteria, monitoring methods, data analysis, reporting requirements, and monitoring schedule. Determining specific performance/success criteria requires information regarding the specific mitigation site, its conditions, and the specific enhancement and management measures tailored to the mitigation site and its conditions.</li> <li>• a description of the management plan's adaptive component, including potential contingency measures for mitigation elements that do not meet performance criteria; and</li> <li>• a description of the funding mechanism for the long-term maintenance and monitoring of the mitigation lands.</li> </ul> <p>Determining specific performance/success criteria for this mitigation requires information regarding the specific mitigation site, its conditions, and the specific enhancement and management measures tailored to the mitigation site and its conditions. For example, performance criteria for a mitigation site providing only upland habitat for California red-legged frogs would include the maintenance of grassland habitat of a suitable height and density for use by dispersing frogs, whereas a mitigation site providing red-legged frog breeding habitat would also include criteria related to adequate depth and hydroperiod of breeding habitat and suitable vegetative cover. As a result, those specific criteria will be defined in the HMMP rather than in this EIR. Nevertheless, the performance/success criteria described in the HMMP will include, at a minimum, the maintenance of suitable habitat conditions for the species for which mitigation is being provided. Those criteria will guide the mitigation to manage and protect high-quality habitat for the California red-legged frog and California tiger salamander, adequate to compensate for impacts.</p>			

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>For County-led mitigation projects, the County will be responsible to monitor such projects for a period of 3 to 5 years depending upon the type of mitigation project. For watershed partnering mitigation projects in which the County serves as a partner funding the mitigation through an agency such as the San Mateo Resource Conservation District (RCD), it is anticipated that the local partner (RCD) will monitor and provide reporting on the site for a period of 3 to 5 years. While it is the watershed partner's responsibility to monitor site conditions, it will be the County's responsibility to communicate monitoring results annually as part of the County Maintenance Program's reporting process.</p> <p>After mitigation has been provided for impacts on a specific area supporting the California red-legged frog and California tiger salamander from a specific year's activities, future (i.e., repetitive) impacts on that area will not require additional mitigation.</p>			
<p><b>Mitigation Measure BIO-5: Provide Compensatory Mitigation for the San Francisco Garter Snake</b></p> <p>The County will compensate for the long-term loss of habitat for the San Francisco garter snake via the restoration, enhancement, and/or management of suitable habitat on County lands (either existing lands or lands that are acquired); financial contribution to local County based watershed, stewardship, or non-profit organizations that lead or coordinate habitat restoration or watershed improvement projects; or purchase of credits in a USFWS-approved conservation bank. Compensatory mitigation for permanent loss of breeding habitat will be provided at a ratio of up to 3:1 (mitigation:impact), and compensatory mitigation for long-term loss of upland dispersal or refugial habitat will be provided at a ratio of up to 2:1 (mitigation:impact), on an acreage basis. The required mitigation ratio will be negotiated annually with the USFWS and CDFW, based on the types and quality of habitat impacted during each year's maintenance activities.</p>	<ol style="list-style-type: none"> <li>1. Identify appropriate compensation for breeding and upland dispersal and refugia habitat for San Francisco garter snake at a ratio identified in mitigation measure and negotiated with USFWS and CDFW.</li> <li>2. Develop HMMP that defines specific performance/success criteria tailored to the specific mitigation site and its conditions.</li> <li>3. Implement HMMP.</li> <li>4. Conduct monitoring for 3 to 5 years to document whether success criteria are achieved and communicate monitoring results annually as part of the proposed</li> </ol>	<ol style="list-style-type: none"> <li>1. Post-maintenance</li> <li>2. Post-maintenance</li> <li>3. Post-maintenance</li> <li>4. Annually post-maintenance and during development of the annual report</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>For any mitigation efforts, the County will ensure adequate monitoring to document that the mitigation is operational and successfully providing the functions and valued needed to offset potential Maintenance Program impacts. The County will develop an HMMP, which will include components similar to those described for the California red-legged frog and California tiger salamander in Mitigation Measure BIO-4.</p> <p>For County-led on-site and off-site mitigation projects, the County will be responsible to monitor such projects for a period of 3 to 5 years depending upon the type of mitigation project. For watershed partnering mitigation projects in which the County serves as a partner funding the mitigation through an agency such as the RCD, it is anticipated that the local partner (RCD) will monitor and provide reporting on the site for a period of 3 to 5 years. While it is the watershed partner's responsibility to monitor site conditions, it will be the County's responsibility to communicate monitoring results annually as part of the County Maintenance Program's reporting process.</p> <p>After mitigation has been provided for impacts on a specific area supporting the San Francisco garter snake from a specific year's activities, future (i.e., repetitive) impacts on that area will not require additional mitigation.</p>	<p>program's annual reporting process</p>		
<p><b>Mitigation Measure BIO-6: Pre-Activity Survey and Avoidance</b></p> <p>Prior to ground-disturbing program activities in high-quality burrowing owl habitat (i.e., extensive grasslands with abundant ground squirrel burrows, and possibly other habitats such as ruderal habitat or open scrub if determined by a qualified biologist to provide suitable burrowing owl roosting habitat), a focused pre-activity survey will be conducted for burrows occupied by migrant or overwintering burrowing owls. Surveys will be conducted by a qualified biologist (i.e., one who is familiar with burrowing owl ecology and experienced in performing surveys for them) no more than 14 days prior to</p>	<ol style="list-style-type: none"> <li>1. Retain a qualified biologist to determine if suitable burrowing owl roosting habitat is present, and if necessary;</li> <li>2. Retain qualified biologist to conduct pre-activity survey.</li> <li>3. Conduct one additional site survey if suitable burrows are identified.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to ground disturbance</li> <li>2. No more than 14 days prior to ground disturbance</li> <li>3. No more than 24 hours prior to ground disturbance</li> </ol>	



Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>commencement of ground-disturbing activities. These surveys will be conducted in accordance with the CDFW's 2012 Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012) or any more current equivalent should new guidelines be released before the activity is initiated. Although burrowing owls are not expected to breed in the program area, pre-activity surveys will be conducted year-round due to the potential for dispersing juveniles or failed breeders from South Bay breeding populations (in addition to migrants and wintering birds present during the nonbreeding season) to occupy burrows in the program area during breeding season.</p> <p>During the initial site visit, which will be conducted no more than 14 days prior to the start of construction, a qualified biologist will survey the activity area and (to the extent that access allows) habitat within 250 feet of the site for burrowing owls and suitable burrowing owl habitat (i.e., ground squirrel burrows). If no burrows suitable for use by burrowing owls are present, no additional surveys will be required. However, if suitable burrows are determined to be present, the qualified biologist will visit the site one additional time to investigate each burrow for signs of owl use and to determine whether owls are present in areas where they could be affected by the proposed activities. This site visit will take place no more than 24 hours prior to the start of ground disturbing activities.</p> <p>If an occupied burrow(s) is found, impacts on the burrow will be avoided by the implementation of a construction-free buffer around the occupied burrow. The size of the buffer will be determined by the qualified biologist but will be sufficient to ensure the occupied burrow is not damaged. No ground-disturbing program activities will commence within the buffer area until a qualified biologist confirms that the burrow is no longer occupied.</p> <p>If impacts on occupied burrows are unavoidable, passive relocation techniques will be used to evict owls from burrows within the work area prior to initiation of ground-disturbing activities. No owls will be</p>	<p>4. If occupied burrow(s) is found, retain a qualified biologist to determine size of a construction-free buffer and implement buffer around the occupied burrow.</p> <p>5. If impacts on occupied burrows are unavoidable, passively relocate individuals outside of the breeding season (February 1 through August 31).</p>	<p>4. Prior to ground disturbance</p> <p>5. Prior to ground disturbance</p>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
evicted during the breeding season (February 1 through August 31) unless a biologist can determine that owls are not actively nesting.			
<p><b>Mitigation Measure BIO-7: Provide Alternative Bat Roost Habitat</b></p> <p>If a tree containing a pallid or Townsend's big-eared bat maternity roost, or a large non-maternity roost (i.e., <math>\geq 10</math> individuals), is to be removed by proposed program activities, a qualified bat biologist will design and determine an appropriate location for an alternative roost structure. If a tree containing a pallid or Townsend's big-eared bat maternity roost or large non-maternity roost is not removed, but program-related disturbance causes the abandonment of the roost site (even during the non-breeding season), then the County will either monitor the roost site to determine whether the affected species returns to the roost, or construct an alternative roost. If the County elects to monitor the roost and bats do not return within one year, an alternative roost will be constructed.</p> <p>A qualified bat biologist will determine the appropriate location for the alternative roost structure, based on the location of the original roost and habitat conditions in the vicinity, and oversee installation of a new roost structure. The roost structure either will be built to specifications determined by a qualified bat biologist, or will be purchased from an appropriate vendor (though a qualified bat biologist should approve the type of structure purchased). The structure will be placed as close to the affected roost site as feasible. The County will monitor the roost for up to three years (or until occupancy is determined, whichever occurs first) to determine use by bats. If, by Year 3, pallid bats or Townsend's big-eared bats are not using the structure, a qualified bat biologist, in consultation with CDFW, will identify alternative roost designs or locations for placement of the roost, place the new roost at the agreed-upon location, and monitor the new roost for an additional three years (or until occupancy has been verified).</p>	<ol style="list-style-type: none"> <li>1. Retain a qualified biologist to identify trees with pallid or Townsend's big-eared bat maternity roost or large non-maternity roost.</li> <li>2. Retain a qualified bat biologist to determine an appropriate alternative roost structure if tree will be removed.</li> <li>3. If roost is abandoned, monitor the roost site or construct an alternative roost.</li> <li>4. Monitor, the alternative roost structure for 3 years (or until occupancy is determined)</li> <li>5. If roost is not occupied, retain qualified biologist to consult with CDFW to identify alternative roost design and location, install new roost, and monitor for 3 years (or until occupancy is verified).</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to maintenance</li> <li>2. Prior to maintenance</li> <li>3. During and post-maintenance</li> <li>4. Post-maintenance</li> <li>5. Post-maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p><b>Mitigation Measure BIO-8: Provide Compensatory Mitigation for Woody Riparian Vegetation</b></p> <p>The compensatory mitigation package, which is incorporated into the proposed Program, will be implemented to compensate for impacts on woody riparian vegetation.</p> <p>By April 30 of each year, the County would notify the relevant regulatory agencies (i.e., those agencies with jurisdictional authority or oversight) of the year's planned maintenance projects. The relevant regulatory agencies would be provided with information describing proposed maintenance project activities, locations, natural resource conditions, and any other key resource issues. The notification package would describe which ground-disturbing maintenance activities would result in impacts on temporary and permanent impacts on riparian habitat. It would also describe in detail the County's proposal for providing compensatory mitigation for those impacts and may include one or more options described in Chapter 2, Section 2.7.3 and summarized below.</p> <p>For regular maintenance activities that have potential to remove some riparian habitat, the preferred mitigation approach is on-site mitigation. The general on-site mitigation approach is to restore the type of habitat that is impacted by maintenance activities in the same project vicinity or stream reach where the disturbance has occurred. For example, for creek bank stabilization projects, the County would seek to implement biotechnical solutions, as conditions allow, to avoid or minimize the potential hardening of creek banks. For many program activities, this will occur as part of implementing one of the biotechnical Erosion Control BMPs (e.g., BMPs EC-1 through EC-14). For example, implementing EC-1: Brush Layering, EC-2: Brush Packing, EC-3: Live Staking, or EC-4: Live Pole Drain, would involve using willow stakes (and other woody native material that can re-sprout) as a biotechnical repair</p>	<ol style="list-style-type: none"> <li>1. Identify and notify applicable regulatory agencies of proposed activities as part of the annual notification process.</li> <li>2. Identify impacts to woody riparian vegetation and provide on-site or off-site mitigation at the ratios described in the Mitigation Measure BIO-8.</li> </ol>	<ol style="list-style-type: none"> <li>1. Annually, by April 30<sup>th</sup> of each year prior to maintenance</li> <li>2. Prior to and during maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>technique would result in the re-establishment of woody riparian habitat in-place following maintenance activities.</p> <p>For on-site, in-kind mitigation, the County will restore, preserve, and manage riparian habitats, or substantially improve the quality of highly degraded riparian habitats at a ratio of 1.5:1, meaning 1.5 acres of riparian habitat will be restored/created for every 1 acre of riparian habitat impacted by proposed program activities.</p> <p>Where on-site mitigation is not possible, off-site mitigation can provide opportunities for in-kind mitigation that aligns with the functions and values of natural resources that are potentially impacted by the proposed program but is done at a different location than where the maintenance occurs. The general approach is to conduct off-site mitigation within the same watershed or general region as where the maintenance activities occur. This type of mitigation is similar to the on-site option in that the focus is to provide in-kind habitat enhancement or restoration, stream functional improvement, water quality benefits, or overall watershed health improvements that offset maintenance impacts or reduce the need for maintenance. Several off-site mitigation options are identified in the Maintenance Manual (Appendix A), including future restoration efforts at the San Vicente Creek Enhancement Project, future projects within Pescadero Creek Park, invasive plant and tree removal on Park lands, gully repair and large woody debris implementation projects in the Pescadero-Butano Creek watershed, invasive plant removal at Quarry Park in Half Moon Bay, creek restoration in Junipero Serra County Park, and removal of concrete from El Zanjon Creek.</p> <p>For off-site, in-kind mitigation for riparian habitat, the County will acquire, preserve, enhance, and manage lands that provide similar ecological functions and values to the riparian impacted by program maintenance activities. The acquisition and preservation/enhancement of these higher quality lands will occur at a ratio of 3:1, meaning 3 acres of riparian shall be acquired, preserved, and enhanced for every 1 acre</p>			

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>of riparian habitat impacted by proposed Program activities. Enhancement may include modification of existing management, limited planting, or invasive plant removal, or other activities to enhance riparian/aquatic habitat functions and values.</p> <p>Other options for compensatory mitigation include establishing conservation easements or deed restrictions, partnering with local San Mateo County based watershed, stewardship, or non-profit organizations that lead or coordinate habitat restoration or watershed improvement projects.</p>			
<p><b>Mitigation Measure BIO-9: Provide Compensatory Mitigation for Impacts on Wetlands and other Waters</b></p> <p>By April 30 of each year, the County would notify the relevant regulatory agencies (i.e., those agencies with jurisdictional authority or oversight) of the year's planned maintenance projects. The relevant regulatory agencies would be provided with information describing proposed maintenance project activities, locations, natural resource conditions, and any other key resource issues. The notification package would describe which ground-disturbing maintenance activities would result in impacts on temporary and permanent impacts on wetlands or waters of the U.S. and state. Wetlands that are considered waters of the U.S./state will be identified on the basis of presence of all three parameters for jurisdictional wetlands – hydrophytic vegetation, wetland hydrology, and hydric soils. In the Coastal Zone, features will be delineated as wetlands under the Coastal Act if they possess any one of those three parameters. The notification package would also describe in detail the County's proposal for providing compensatory mitigation for those impacts and may include one or more options described in Chapter 2, Section 2.7.3 and summarized below.</p> <p>For routine maintenance activities located outside of tidal wetland/other waters habitat within the USACE jurisdiction, the preferred mitigation approach is on-site mitigation. The general on-site</p>	<ol style="list-style-type: none"> <li>1. Identify and notify applicable regulatory agencies of proposed activities as part of the annual notification process.</li> <li>2. Identify impacts to wetlands and other waters and provide on-site, off-site, and out-of-kind mitigation at the ratios described in the Mitigation Measure BIO-9. Coordinate purchase of wetland mitigation credits with USACE and RWQCB.</li> </ol>	<ol style="list-style-type: none"> <li>1. Annually, by April 30<sup>th</sup> of each year prior to maintenance</li> <li>2. Prior to and during maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>mitigation approach is to restore the type of habitat that is impacted by maintenance activities in the same project vicinity or stream reach where the disturbance has occurred. For example, for creek bank stabilization projects, the County would seek to implement biotechnical solutions, as conditions allow, to avoid or minimize the potential hardening of creek banks.</p> <p>For on-site, in-kind mitigation, the County will restore, preserve, and manage wetlands and aquatic habitats, or substantially improve the quality of highly degraded wetlands and aquatic habitats at a ratio of 1.5:1, meaning 1.5 acres of wetlands or other waters shall be restored/created for every 1 acre of wetlands and other waters permanently impacted by program activities.</p> <p>Where on-site mitigation is not possible, off-site mitigation can provide opportunities for in-kind mitigation that aligns with the functions and values of natural resources that are potentially impacted by the program but is done at a different location than where the maintenance occurs. The general approach is to conduct off-site mitigation within the same watershed or general region as where the maintenance activities occur. This type of mitigation is similar to the on-site option in that the focus is to provide in-kind habitat enhancement or restoration, stream functional improvement, water quality benefits, or overall watershed health improvements that offset maintenance impacts or reduce the need for maintenance. Several off-site mitigation options are identified in the Maintenance Manual (Appendix A), including future restoration efforts at the San Vicente Creek Enhancement Project, future projects within Pescadero Creek Park, invasive plant and tree removal on Park lands, gully repair and large woody debris implementation projects in the Pescadero-Butano Creek watershed, invasive plant removal at Quarry Park in Half Moon Bay, creek restoration in Junipero Serra County Park, and removal of concrete from El Zanjon Creek.</p>			

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>For off-site, in-kind mitigation, the County will acquire, preserve, enhance, and manage lands that provide similar ecological functions and values to the wetlands and other waters impacted by Program maintenance activities. The acquisition and preservation/enhancement of these higher quality lands will occur at a ratio of 3:1, meaning 3 acres of wetlands or other waters shall be acquired, preserved, and enhanced for every 1 acre of wetlands and other waters impacted by Program activities. Enhancement may include modification of existing management, limited planting, or invasive plant removal, or other activities to enhance wetland/aquatic habitat functions and values.</p> <p>Other options for compensatory mitigation include establishing conservation easements or deed restrictions, partnering with local San Mateo County based watershed, stewardship, or non-profit organizations that lead or coordinate habitat restoration or watershed improvement projects, or the purchase of mitigation credits from the a wetland mitigation bank. The mitigation ratio for purchase of mitigation credits will be determined through coordination with the owner of any bank that is approved in the future, as well as with the USACE and RWQCB.</p> <p>For out-of-kind preservation of watershed lands as a means of compensatory mitigation, the acquisition of more general watershed conservation lands will occur at a ratio of 8:1, meaning 8 acres of land shall be acquired and restored for every 1 acre of impacted habitats resulting from proposed program activities. For the purchase of mitigation credits mitigation will occur at a ratio of 1:1.</p>			
<b>Cultural Resources</b>			
None required.			
<b>Geology, Soils, Seismicity, and Mineral Resources</b>			
None required			

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<b>Greenhouse Gas Emissions and Energy Use</b>			
None required			
<b>Hazards and Hazardous Materials</b>			
<p><b>Mitigation Measure HAZ-1: Proper Handling and Disposal of Contaminated Soil, Sediment, and Groundwater</b></p> <p>Prior to initiating ground-disturbing activities, the County or its contractors will inspect the soil, sediment, or groundwater for the presence of possible contamination. If indicators of contamination (e.g., foul odor, staining or sheen, etc.) are found, the County or its contractors will then test the soil. If the lab results confirm contamination is present, the soil, sediment, or groundwater will be treated as hazardous and dispose of the material at an approved hazardous waste disposal facility. In removing potentially contaminated soil, sediment, or groundwater, workers will wear protective clothing and equipment to limit their exposure.</p>	<ol style="list-style-type: none"> <li>1. Inspect soil, sediment, or groundwater and test soil if indicators of contamination are found.</li> <li>2. Properly dispose of contaminated soil/hazardous materials at a hazardous waste facility.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to ground disturbance</li> <li>2. During and post-maintenance</li> </ol>	
<p><b>Mitigation Measure HAZ-2: Review of Proximity to Existing Known Hazardous Materials Clean-up Sites and Implementation of Safety Precautions</b></p> <p>The County and/or its contractors will evaluate the proximity of proposed maintenance sites that involve ground-disturbing activities to existing known hazardous material clean-up sites. This review will include examination of the planned maintenance activity footprint in relation to records of hazardous materials sites in the State Water Resources Control Board's GeoTracker database and the Department of Toxic Substances Control's EnviroStor database.</p> <p>If the proposed maintenance activity is located on or within 100 feet of a documented hazardous material contamination site, for which clean-up activities have not been completed or been successful, the County and/or its contractors will commission a Phase I Environmental Site Assessment to more fully characterize the past land uses and potential</p>	<ol style="list-style-type: none"> <li>1. Evaluate proximity of ground-disturbing activities to existing hazardous material clean-up sites identified in the GeoTracker and EnviroStor databases.</li> <li>2. If maintenance activity is within 100 feet of a documented hazardous material contamination site at which clean-up activities have not been completed or been successful, retain a hazardous materials specialist to prepare a Phase I ESA.</li> <li>3. If the Phase I ESA indicates that contamination will likely</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to ground disturbance</li> <li>2. Prior ground disturbance</li> <li>3. Prior to ground disturbance</li> <li>4. During ground disturbance</li> </ol>	



Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>for soil and/or groundwater contamination to occur at or in close proximity to the site.</p> <p>If the Phase I Environmental Site Assessment demonstrates a reasonable likelihood that contamination remains within the proposed maintenance activity's area of disturbance, the County and/or its contractors will commission a Phase II Environmental Site Assessment, including soils testing, to characterize the extent of the contamination and develop ways to avoid the contaminated areas during maintenance activities. The County will follow all recommendations of the Phase II Environmental Site Assessment and conduct the proposed maintenance to avoid areas of contamination, to the extent feasible. In the event that it is not feasible to avoid all areas of contamination, the County and/or its contractors will follow all applicable laws regarding management of hazardous materials and wastes. This includes proper disposal of any contaminated soil in a hazardous waste landfill and ensuring that workers are provided with adequate personal protective equipment to prevent unsafe exposure.</p>	<p>remains, retain a hazardous materials specialist to prepare a Phase II ESA.</p> <p>4. Implement recommendations included in the Phase II ESA and follow all applicable laws regarding disposal of hazardous materials and waste.</p>		
<b>Hydrology and Water Quality</b>			
None required			
<b>Land Use and Planning</b>			
None required			
<b>Noise</b>			
<p><b>Mitigation Measure NOI-1: Employ Noise-Reducing Maintenance Practices</b></p> <p>The following measures will be implemented by the County to reduce adverse effects from maintenance activity noise in locations where noise-sensitive receptors could be adversely affected:</p> <ul style="list-style-type: none"> <li>Locate stationary equipment as far as practical from noise-</li> </ul>	<ol style="list-style-type: none"> <li>1. Include noise-reducing maintenance practices in construction documents.</li> <li>2. Identify appropriate locations for stationary equipment away from noise-sensitive land-uses.</li> <li>3. Use electrified construction equipment when practical; use</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to maintenance</li> <li>2. Prior to maintenance</li> <li>3. During maintenance</li> <li>4. During maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
<p>sensitive land uses;</p> <ul style="list-style-type: none"> <li>• Use electrified or otherwise quieter equipment when practical;</li> <li>• Use sound-control devices on equipment that are more effective than devices originally provided on the equipment;</li> <li>• Use noise-reducing enclosures around noise-generating equipment; and</li> <li>• Install temporary barriers between noise sources and noise-sensitive land uses, or take advantage of existing barrier features (e.g., terrain and structures) to block sound transmission.</li> </ul> <p>When determining haul truck routes, consideration will be given to altering haul routes to avoid sensitive receptors when feasible.</p>	<p>sound-control devices on equipment; use noise-reducing enclosures around equipment; and install barriers to reduce noise.</p> <p>4. Use haul truck routes that avoid sensitive receptors.</p>		
<p><b>Mitigation Measure NOI-2: Advance Notification of Nearby Sensitive Receptors</b></p> <p>The County will notify sensitive receptors located within 400 feet of maintenance sites at least one week prior to performing maintenance work.</p>	<p>1. Notify of sensitive receptors within 400 feet of work site.</p>	<p>Prior to maintenance</p>	
<p><b>Mitigation Measure NOI-3: Limit Nighttime Construction Noise</b></p> <p>When feasible, the County will ensure that no construction activities are conducted in close proximity (500 feet) to a residence outside the hours of 8:00 a.m.–5:30 p.m. on weekdays (or the applicable specific hours permitted by the local jurisdiction if extended outside of this time period) unless a special exemption permit allowed by the local jurisdiction is obtained.</p>	<p>1. Include nighttime construction hours in contract documents.</p> <p>2. Identify work sites that are in close proximity (within 500 feet) of residences.</p> <p>3. Ensure that maintenance activities within 500 feet of residences occurs during the day</p>	<p>1. Prior to maintenance</p> <p>2. Prior to maintenance</p> <p>3. During maintenance</p>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
	(i.e., 8:00 a.m. to 5:30 p.m.) and permitted by local jurisdiction.		
<p><b>Mitigation Measure NOI-4: Implement Vibration Reduction Measures</b></p> <p>The County will implement the following vibration-reducing measures during construction activities which could generate substantial vibration to minimize impacts on nearby sensitive receptors:</p> <ul style="list-style-type: none"> <li>• Ensure proper tuning of vibration-causing equipment.</li> <li>• Use vibration damping devices to the extent feasible.</li> <li>• Limit use of vibratory equipment to the extent feasible and do not overlap use of vibratory equipment. Where possible, maintain a distance of 20+ feet from buildings.</li> <li>• Use electric stationary equipment (e.g., generators) where feasible.</li> <li>• Implement noise and/or vibration shields, such as sound aprons or temporary enclosures with sound-absorbing material, on or around construction equipment. For all maintenance activities involving the use of construction equipment or hauling trucks occurring within 75 feet of residences at any time of day, install a temporary noise and vibration barrier between the project site and the nearest sensitive receptors. Following the completion of maintenance activities within that distance, the barrier will be removed.</li> </ul>	<ol style="list-style-type: none"> <li>1. Include vibration reducing measures in contract documents.</li> <li>2. For maintenance activities that involve use of vibration-generating equipment (bulldozers, rollers, loaded trucks) near sensitive receptors, Implement vibration-reducing measures, including proper tuning of equipment, using vibration damping devices, limiting use of vibratory equipment, using electric stationary equipment, and installing noise/vibration shields.</li> <li>3. Identify locations where the use of equipment or hauling trucks will occur within 75 of residences and install vibration barriers.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to maintenance</li> <li>2. During maintenance</li> <li>3. Prior to and during maintenance</li> </ol>	
<p><b>Mitigation Measure NOI-5: Employee Best Management Practices at Airports</b></p> <p>The County will require that employees performing any maintenance activities within an airport are supplied with and wear personal protective equipment (i.e., noise-reducing headphones or earplugs) to</p>	<ol style="list-style-type: none"> <li>1. Identify work sites within a County-owned airport (San Carlos and Half Moon Bay Airports) and supply all employees with personal protective equipment.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to maintenance</li> <li>2. Prior to maintenance</li> </ol>	

Mitigation Measure	Monitoring and Reporting Action	Implementation Schedule	Completion Date and Initials
protect against excessive noise levels. Further, to the extent feasible, maintenance activities would be performed during periods of time when the frequency of plane landings/takeoffs is minimal.	2. Coordinate with the San Carlos and Half Moon Bay airports to determine time periods when the frequency of plane landings/takeoffs is minimal  3. Conduct maintenance activities during times when frequency of plane landings/takeoffs is minimal.	3. During maintenance	
<b>Public Services and Utilities</b>			
None required			
<b>Recreation</b>			
None required			
<b>Transportation and Traffic</b>			
None required			
<b>Tribal Cultural Resources</b>			
None required			
<b>Wildfire</b>			
None required			





## PROPOSAL SECTION

### Contractor's Check-Off List:

1. Complete **Bidder's Information Sheet**..... 1
2. Complete **Bid Proposal Sheet** ..... 4-5
3. Complete **Acknowledgement of Site Visit Form** ..... 6
4. Check off for **Bidder's Security** (cash, cashier's check, certified check,  
or bidder's bond) ..... 8
5. Complete **Principal(s) and Title(s) Sheet** ..... 10
6. Complete **State Contractor's License No. and**  
**Department of Industrial Relations Registration No. Sheet** ..... 11
7. Complete **Subcontractor List Sheets** ..... 12-13
8. Complete **Certification of Intent Sheet** ..... 17
9. **Equal Employment Opportunity Sheets:**
  - i. Complete **Questionnaire for Bidder Sheet** ..... 18-20
  - ii. Complete **Contractor Report Form** ..... 21
10. Complete **Equal Benefits Compliance Declaration Form** ..... 27
11. Complete **Employee Jury Service Compliance Declaration Form** ..... 31
12. Complete **Non-Collusion Declaration Form** ..... 32
13. Complete **Certification of Bidder's Qualifications & Experience Form** .. 33-37





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

**HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK  
EMBANKMENT AND WINGWALL REPAIRS PROJECT**

**TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW909  
PROJECT FILE NO. E5003**

NAME OF BIDDER: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: (\_\_\_\_)\_\_\_\_\_  
FAX NUMBER: (\_\_\_\_)\_\_\_\_\_  
EMAIL FOR OFFICIAL NOTIFICATIONS: \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the Special Provisions and Agreement annexed hereto, the project plans described below, and the Department of Transportation Standard Plans, Revised Standard Plans, Standard Specifications, Revised Standard Specifications, 2018 edition, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes not responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

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

### **LOCATION OF WORK**

The work will be done in accordance with the Special Provisions and Agreement annexed hereto, and in accordance with the Standard Specifications of the County of San Mateo.

The location and details of said work are further shown on the Plans titled **“Higgins Canyon Road Bridge At Mills Creek Embankment and Wingwall Repairs,”**

File E5003 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**

**HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK  
EMBANKMENT AND WINGWALL REPAIRS PROJECT**

**TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. RW909  
PROJECT FILE NO. E5003**

<b>Item No.</b>	<b>Item Description</b>	<b>Section No.</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Item Price (In Figures)</b>	<b>Total (In Figures)</b>
1	Mobilization	11	LS	1	\$	\$
2	Maintaining Traffic	12	LS	1	\$	\$
3	Water Pollution Control	13-1	LS	1	\$	\$
4	Temporary Creek Diversion System	13-2	LS	1	\$	\$
5	Construction Waste Management	14	LS	1	\$	\$
6	Clearing and Grubbing	17	LS	1	\$	\$
7	Remove Trees	17-1	EA	2	\$	\$
8	Structure Excavation (F)	19-1	CY	16	\$	\$
9	Channel Excavation (F)	19-2	CY	130	\$	\$
10	Embankment Construction (F)	19-3	CY	42	\$	\$
11	Structure Backfill (F)	19-4	CY	16	\$	\$
12	Excavation Dewatering	19-5	LS	1	\$	\$
13	Sakrete Weir Removal	19-6	LS	1	\$	\$
14	Temporary Silt Fence	21-1	LF	180	\$	\$
15	Willow Poles	21-3	EA	39	\$	\$
16	Rootwad	21-4	LS	1	\$	\$
17	Bonded Fiber Matrix	21-5	SF	1,470	\$	\$
18	Erosion Control Blanket	21-6	SF	930	\$	\$

*Table continued on next page*

*Table continued from previous page*

Item No.	Item Description	Section No.	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
19	Ground Anchors	46	EA	8	\$	\$
20	Steel Soldier Pile (HP 12x53)	49	LF	110	\$	\$
21	30-Inch Cast-In-Drill-Hole Concrete Piling	49	LF	130	\$	\$
22	Minor Concrete (Drop Inlet)	51-1	EA	1	\$	\$
23	Minor Concrete (Gutter)	51-1	LF	27	\$	\$
24	Structure Concrete (Lagging)	51-2	EA	90	\$	\$
25	Structure Concrete (Underpinning)	51-2	CY	13	\$	\$
26	Structure Concrete (Panel)	51-2	CY	2	\$	\$
27	Geocomposite Drain	68-1	SF	250	\$	\$
28	15" (CMP) Downdrain	69	LF	20	\$	\$
29	Permeable Material, Class 2	72	CY	45	\$	\$
30	¼ Ton RSP (Revetment, Method A) (F)	72	CY	130	\$	\$
31	Chain Link Fence (Type CL-6)	80-1	LF	27	\$	\$
32	Temporary Fence (Type ESA)	80-2	LF	30	\$	\$
33	Temporary Exclusion Fence	80-2	LF	180	\$	\$
34	Temporary Fence (CL-6)	80-2	LF	110	\$	\$
35	Remove and Replace Existing Roadside Signs	82-1	EA	1	\$	\$
36	Construction Staking and Layout	100	LS	1	\$	\$
37	Tree Protection	102	EA	1	\$	\$
<b>TOTAL</b>						<b>\$</b>

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

**ACKNOWLEDGEMENT OF SITE VISIT**

I hereby acknowledge that a representative or representatives from our firm has/have visited the site as required for acceptance of bid for the project “**Higgins Canyon Road Bridge at Mills Creek Embankment and Wingwall Repairs Project**”. Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

---

Name of Firm

---

Name(s) of Visiting Representative(s)  
(Please Print)

---

Job Title

---

Date of Visit

Acknowledged by,

---

Name (Please Print)

---

Job Title

---

Signature

---

Date Signed

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such **security** accompanying this Proposal shall operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- ☐ Cash
- ☐ A Cashier's Check (made payable to the "County of San Mateo")
- ☐ A Certified Check (made payable to the "County of San Mateo")
- ☐ A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo") in the amount equal to at least ten percent (10%) of the total bid.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.



**PROVISIONS OF LABOR CODE**

The Contractor shall be required to comply with all the payroll and apprenticeship provisions of Chapter 1, Division 2, Section 1776 and 1777.5 of the California Labor Code.

**BIDDER'S FINANCIAL RESPONSIBILITY  
TECHNICAL ABILITY & EXPERIENCE**

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The names of all persons interested in the foregoing Proposal as principals are as follows:

(Name of Corporation, Co-partnership, Individual)	
(Name and Title)	(Name and Title)
(Name and Title)	(Name and Title)
(Authorized Signature of Bidder)	(Authorized Signature of Bidder)

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

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

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

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

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

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

LICENSEE: \_\_\_\_\_  
(Please print)

ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

\_\_\_\_\_  
Date of Proposal

\_\_\_\_\_  
Signature

## SUBCONTRACTORS

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

## SUBCONTRACTORS

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

**SUBCONTRACTORS**

(Continued)

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

## SAN MATEO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

### CONTRACT COMPLIANCE PROGRAM

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

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

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

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

The Contractor is further required to:

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

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

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 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: Higgins Canyon Road Bridge at Mills Creek Embankment and Wingwall Repairs

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_)\_\_\_\_\_ DATE OF SUBMITTAL: \_\_\_\_\_

OFFICIAL FOR COMPANY: \_\_\_\_\_

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- |                             |  |
|-----------------------------|--|
| 1.    _____ Yes    _____ No | Have you read and are you acquainted with the <b>Equal Employment Opportunity Requirement</b> of the Executive Order 11246, Title VII of the <b>Civil Rights Act of 1964</b> , the California Fair Employment Practices Act and <b>Title 2, Chapter 2.50</b> of the San Mateo County Ordinance Code? |
| 2.    _____ Yes    _____ No | Does your employment advertising state that you are an Equal Opportunity Employer?   |
| 3.    _____ Yes    _____ No | Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?   |
| 4.    _____ Yes    _____ No | <p>Were any employees hired by means other than the union hiring hall in the past year?</p> <p>How many? _____</p> <p>What positions? _____</p> <p>_____</p> <p>_____</p>  |

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

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6. How many apprentices do you employ? \_\_\_\_\_

How many of these are minorities? \_\_\_\_\_

7. \_\_\_\_\_ Yes \_\_\_\_\_ No Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

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8. \_\_\_\_\_ Yes \_\_\_\_\_ No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups \_\_\_\_\_

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9. What percentage of your work force is covered by union agreement? \_\_\_\_\_

10. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

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If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM  
(To Be Submitted with Original Bid)**

PROJECT: Higgins Canyon Road Bridge at Mills Creek      DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REPORT: \_\_\_\_\_

**RACIAL/ETHNIC MAKEUP OF THE COMPANY**

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total (All Employees)	Ethnicity								
		American-Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
<b>Total (s)</b>										

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.

(2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.

(3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**SECTION III-A.      GENERAL EQUAL EMPLOYMENT  
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

**EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026****CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

**Chapter 2.84 CONTRACTS – EQUAL BENEFITS****2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- D. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.  
(Ord. 4324, 08/15/06)

#### **2.84.020 Discrimination in the provision of benefits prohibited.**

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;



4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

#### **2.84.030 Application of Chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

#### **2.84.040 Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.

(b) Receive notification from employees of contractors regarding violations of this chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.

3. Liquidated damages in the amount of \$2,500.

- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

**2.84.050 Date of Application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

**Section 2. Severability** – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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. \**

☐ 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)

## 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)

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

The Contractor is under a collective bargaining agreement which began ***on or before September 1, 2005*** and expires on \_\_\_\_\_ (date). (Section 2.85.040)

Contractor Tax Identification Number

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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

“Contractor”

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)



## CERTIFICATION 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:

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For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least one project that involved construction of a soldier pile wall with ground anchors within the last (7) seven years.

Any projects listed below which are not as defined above will not be considered by the County of San Mateo in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work when acting as a general contractor or ten percent (10%) of the Work when acting as a subcontractor on each of the projects listed below. The County of San Mateo considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name & Description:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
**Owner:** \_\_\_\_\_  
**General Contractor or Subcontractor for Project:** \_\_\_\_\_  
**Work Performed:** \_\_\_\_\_  
**Total Construction Cost: \$** \_\_\_\_\_  
**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_  
**Construction Time:** \_\_\_\_\_ **Calendar Days**  
**Owner's Representative:** \_\_\_\_\_  
**Owner's Telephone No.:** \_\_\_\_\_  
**Date of Substantial Completion:** \_\_\_\_\_

2. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Owner:** \_\_\_\_\_
- General Contractor or Subcontractor for Project:** \_\_\_\_\_
- Work Performed:** \_\_\_\_\_
- Total Construction Cost: \$** \_\_\_\_\_
- Dollar Amount of Bidder's Work: \$** \_\_\_\_\_
- Construction Time:** \_\_\_\_\_ **Calendar Days**
- Owner's Representative:** \_\_\_\_\_
- Owner's Telephone No.:** \_\_\_\_\_
- Date of Substantial Completion:** \_\_\_\_\_
3. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Owner:** \_\_\_\_\_
- General Contractor or Subcontractor for Project:** \_\_\_\_\_
- Work Performed:** \_\_\_\_\_
- Total Construction Cost: \$** \_\_\_\_\_
- Dollar Amount of Bidder's Work: \$** \_\_\_\_\_
- Construction Time:** \_\_\_\_\_ **Calendar Days**
- Owner's Representative:** \_\_\_\_\_
- Owner's Telephone No.:** \_\_\_\_\_
- Date of Substantial Completion:** \_\_\_\_\_
4. **Project Name & Description:** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Owner:** \_\_\_\_\_

**General Contractor or Subcontractor for Project:** \_\_\_\_\_

**Work Performed:** \_\_\_\_\_

**Total Construction Cost: \$** \_\_\_\_\_

**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_

**Construction Time:** \_\_\_\_\_ **Calendar Days**

**Owner's Representative:** \_\_\_\_\_

**Owner's Telephone No.:** \_\_\_\_\_

**Date of Substantial Completion:** \_\_\_\_\_

5. **Project Name & Description:** \_\_\_\_\_

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

**Owner:** \_\_\_\_\_

**General Contractor or Subcontractor for Project:** \_\_\_\_\_

**Work Performed:** \_\_\_\_\_

**Total Construction Cost: \$** \_\_\_\_\_

**Dollar Amount of Bidder's Work: \$** \_\_\_\_\_

**Construction Time:** \_\_\_\_\_ **Calendar Days**

**Owner's Representative:** \_\_\_\_\_

**Owner's Telephone No.:** \_\_\_\_\_

**Date of Substantial Completion:** \_\_\_\_\_

**The undersigned hereby states that all representations regarding the Bidder's Company Experience are correct and true.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signatory



## AGREEMENT

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

## W I T N E S S E T H:

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

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

### **HIGGINS CANYON ROAD BRIDGE AT MILLS CREEK EMBANKMENT AND WINGWALL REPAIRS PROJECT**

### **TOTAL PROJECT APPROXIMATELY 60 FEET IN LENGTH WITH APPURTENANT WORK THERETO IN SAN MATEO COUNTY**

### **COUNTY PROJECT NO. RW909 PROJECT FILE NO. E5003**

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

**II. Payments:** The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated \_\_\_\_\_, 2022, on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

**III. Term:** Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

**EIGHTY-SIX (86) WORKING DAYS**

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



**IV. Termination:** This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

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

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

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

**VII. Surety Bonds:** The performance of this Contract is secured by a “Payment” Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a “Performance” Surety Bond in the sum of one hundred percent (100%) of the Contract bid. “Payment” and “Performance” Surety Bonds have been approved as to form by County Attorney’s Office, of which samples of same are attached as Appendix C in the Special Provisions.

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

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

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

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

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, Peninsula Open Space Trust, 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, Peninsula Open Space Trust, 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, Peninsula Open Space Trust or their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

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

**Such insurance shall include:**

**1) Comprehensive General Liability ..... \$1,000,000**

## 2) Motor Vehicle Liability Insurance ..... \$1,000,000

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

**D.** Hold Harmless

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

The provisions contained in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, Peninsula Open Space Trust, 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, and Peninsula Open Space Trust.

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

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

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or

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

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

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

**E. Compensation**

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

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

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

703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

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

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

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

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

**XI. Non-Discrimination and Other Requirements:**

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual

orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

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

c. Section 504 of the Rehabilitation Act of 1973:

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

d. Compliance with County's Equal Benefits Ordinance:

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

e. Discrimination Against Individuals with Disabilities:

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

subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

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

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



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

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

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

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

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

## **XII. Compliance with County Employee Jury Service Ordinance:**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular

pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**XIII. Termination of Agreement:** The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR**

**DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

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

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

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

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

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

-Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**

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

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

**XVII. Contract Materials:** The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set

forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

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

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**In the case of County, to:**

Ann M. Stillman, Interim 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: astillman@smcgov.org

**In the case of Contractor, to:**

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

**XIX. Contract Amount and Change Orders:**

**A. Contract Amount**

The amount payable to Contractor under the terms of this agreement is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**B. Change Orders**

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

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

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

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

**“County”**

COUNTY OF SAN MATEO  
State of California

BY: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Michael Callagy, County Executive /  
Clerk of the Board of Supervisors

**“Contractor”**

\_\_\_\_\_  
Name of Contractor

BY: \_\_\_\_\_

(Authorized Signature and Seal of Bidder)