

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR

MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND
BANK STABILIZATION PROJECT

TOTAL PROJECT APPROXIMATELY 0.05 MILE IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY

COUNTY PROJECT NO. P31J1
PROJECT FILE NO. E4983

APPROVED: _____ January 31 _____, 2022

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



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

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

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**COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN, that

Sealed bids will be received **either by mail** to the office of the County Manager/Clerk of the Board of Supervisors, **or hand-delivered within one (1) hour prior to the bid opening to the main public entrance** of the Hall of Justice and Records, 400 County Center, Redwood City, California, 94063 until the hour of **3:00 p.m., Thursday, February 24, 2022**

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

**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND
BANK STABILIZATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.05 MILE IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P31J1
PROJECT FILE NO. E4983**

Bids are required for the entire work described herein.

Bidders are further advised of the following:

1. **Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
 - a. **Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100) or email (pw-surveying@smcgov.org), please send check payable to “County of San Mateo” to 555 County Center, 5th Floor, Redwood City, CA 94063; OR**
 - b. **Complete and sign the following Plan Holder’s Affidavit by using the**

link below to receive a link to download an electronic copy of the plans and specifications. The Contractor is advised that the form should be received by the County no later than three (3) working days prior to the bid opening date.

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

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

Plan Holder's Affidavit	
Project Title	Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project
Project No.	P31J1
	Project Engineer: Alex Zhang
	Project Manager: Wency Ng
Bid Open Date and Time:	3:00 p.m., Thursday, February 24, 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 azhang@smcgov.org and

wng@smcgov.org, not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.

4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
5. Reference is made to Section 2-1.10, "Disqualification of Bidders," of the Standard Specifications. The Contractor's attention is directed in particular to the last sentence, which states, "Proposals in which the prices obviously are unbalanced may be rejected."
6. County is not responsible for the delivery or tracking of mailed-in bids. It will be the responsibility of the Contractor to ensure the package is delivered to the correct location in advance of the bid. It is recommended to have mailed-in bids delivered several days in advance of bid open to allow for proper routing of materials.

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

ENGINEER'S ESTIMATE**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK
STABILIZATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.05 MILE IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P31J1
PROJECT FILE NO. E4983**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	11	1	LS	Mobilization
2	12	1	LS	Maintaining Traffic
3	13	1	LS	Water Pollution Control
4	14	1	LS	Construction Waste Management
5	16-1	1	LS	Temporary Ramp to Access Beach
6(R)	16-2	1	LS	Cofferdam
7	16-3	1	LS	Dewatering
8	16-5	1,000	LF	Temporary Fencing
9	17-1	15,000	SF	Clear and Grub
10	17-2	900	TONS	Beach Debris Removal
11	17-3	1	LS	Remove Pedestrian Bridge
12	17-4	1	LS	Remove Concrete Bridge Foundation
13	17-5	20	LF	Remove Sewer Pipe
14 (R)	17-7	500	LF	Remove Barrier - Type K
15(R)	17-7	1	LS	Temporary Sign and Stripe Removal
16	19-2	10,000	SF	Earthwork - Bluff
17	19-3	5,000	SF	Earthwork - RSP Preparation
18	19-4	20,000	SF	Earthwork - Final Grading
19	21	1	LS	Erosion and Sediment Control
20	21-1	500	LF	Temporary Silt Fence

Continued on Next Page

*Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project
Engineer's Estimate - Continued from Previous Page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
21	21-3	3,000	SF	Hydroseeding
22	36-1	1,700	SF	Asphalt Paving
23	36-1	300	SF	Concrete Flatwork
24	36-2	25	CY	Concrete Staircase
25	45-1	1	LS	Prepare Abutments
26	45-2	1	LS	Provide Aluminum Bridge
27	45-3	1	LS	Place Aluminum Bridge
28	45-4	110	LF	Electrical Casing and Hangars
29	46	7,000	SF	Soil Nail Wall
30	61	1	EA	RCP Storm Drain Outfall
31	61	1	EA	Plastic Storm Drain Outfall
32	72-1	200	TON	Import and Place RSP Filter Layer
33	72-2	1,000	TON	Harvest, Sort, and Place Existing RSP
34	72-3	500	CY	Export RSP
35	77	1	LS	Bench, trash, and pet waste station
36	78	1	EA	Monument Preservation
37	80-1	180	LF	Cable Rail Barrier
38	80-2	50	LF	Rope Fence
39	80-3	200	LF	Wood Fence
40 (R)	84	700	LF	Detail 22 Stripe
41 (R)	84	500	LF	Detail 27B Stripe
42 (R)	84	130	LF	Detail 38 Stripe
43 (R)	84	84	SF	Type III Left Arrow
44 (R)	86	40	LF	Electrical Conduits
45 (R)	100	1	LS	Construction Staking

Engineer's Estimate of Cost: \$ 4,000,000

Notes:

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

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

(R) is a revocable bid item. See the items Special Provision section for additional information.

(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 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, 5th Floor, Redwood City, CA 94063-1665, telephone (650) 363-4100.

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

NON-REFUNDABLE FEE OF \$ 50 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.

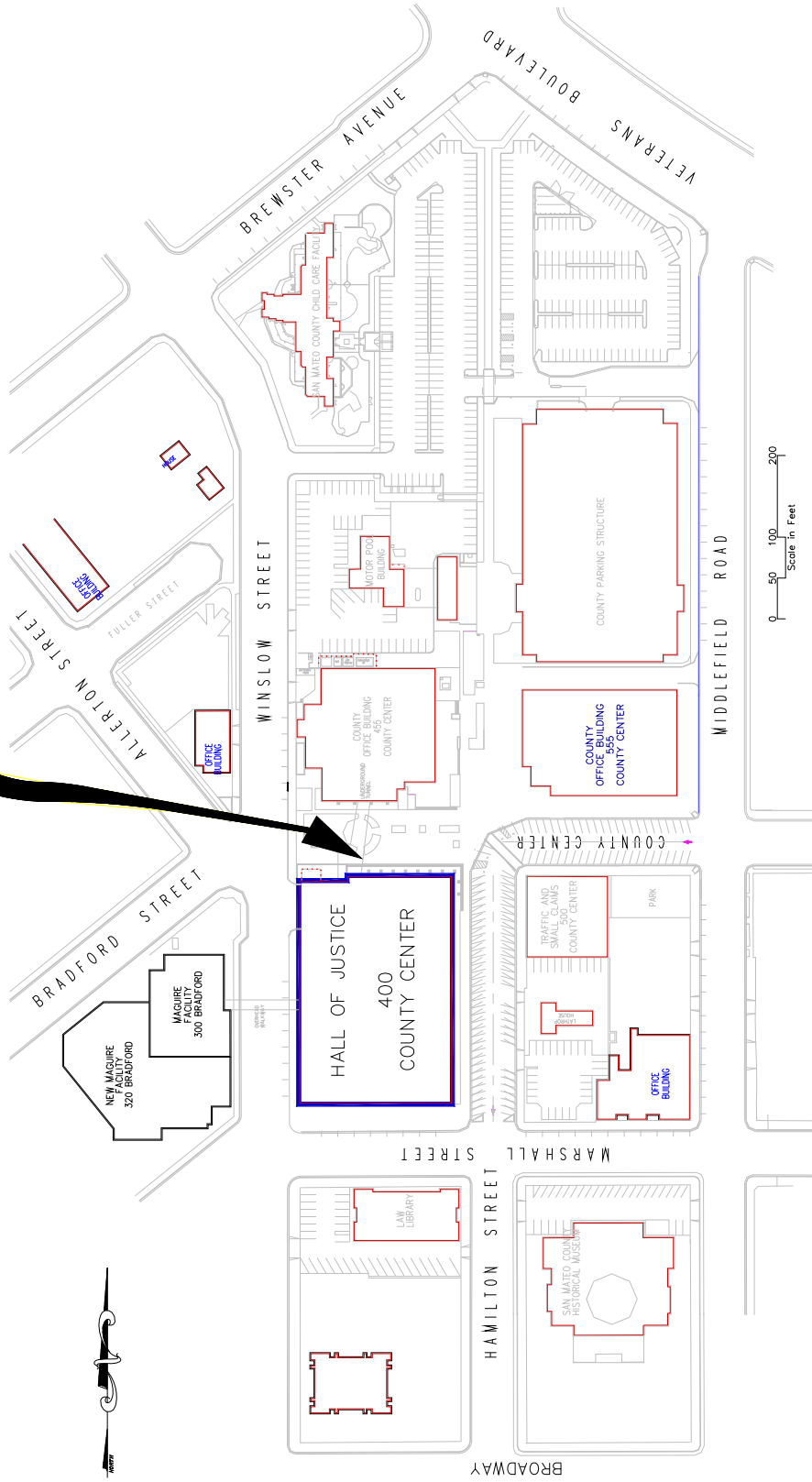
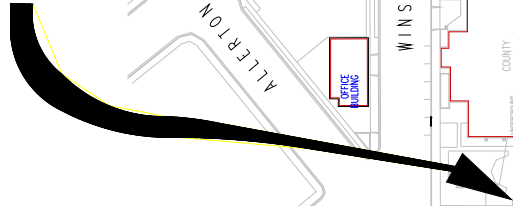
Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: January 31, 2022

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

PUBLIC ENTRANCE
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

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

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COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**SPECIAL PROVISIONS
FOR**

**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND
BANK STABILIZATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.05 MILE IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P31J1
PROJECT FILE NO. E4983**

DATE: January 31, 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 and approved the use of the 2006 edition of the Standard Plans and Specifications of the State of California, Department of Transportation for specific projects, as the Standard Plans and Standard Specifications of the County of San Mateo, State of California.

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

END OF SECTION

**SECTION 3.
CONTRACT AWARD AND EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 4.
DESCRIPTION OF WORK

The work to be done consists, in general, of removing an existing metal pedestrian bridge and a concrete vehicle bridge, as well as clearing and grubbing, installing rock slope protection, placing a soil nail wall, modifying an existing bridge abutment, and placing a prefabricated pedestrian bridge and concrete staircase, 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 direction of the Engineer.

END OF SECTION

SECTION 5. CONTROL OF WORK

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

5-1. Differing Site Conditions

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

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 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, "Permits, Mitigation Measures and Mitigation Monitoring and Reporting Program," 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:

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	Description
Concrete	Compressive Strength	CT 521	Determines compressive strength of sample of concrete sampled from project.
Soil Nail	Pull out resistance	See Section 46-3.01D(2)(b) of the Standard Specifications	Field verification of resistance of soil nails to pull out.
Grout	Consistency of Grout	CT 533	Measures the depth of penetration of a metal ball.
Aggregate Base and Soil	Relative Compaction	CT 216/CT 231	Determines field densities using a nuclear gage.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

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

END OF SECTION

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

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

7-1. Equal Employment Opportunity Program for Minority Employment

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

7-1.1. Definitions

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

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

7-1.2. Certifications of Compliance and Intent

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

7-1.3. Equal Employment Opportunity Program

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

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

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

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

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

program information.

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

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

7-1.4. Equal Employment Opportunity Program Evaluation

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

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

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

7-1.5. Inclusion of EEOP and Certificates

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

7-1.6. Compliance of Contractor

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

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

7-1.7. Compliance of Subcontractor

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

7-1.8. Penalties for Non-Compliance

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

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

7-1.9. Waiver of Compliance

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

7-1.10 Employee Benefits

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

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

7-1.11 Non-Discrimination

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

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

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

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

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

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

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

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

7-2. Prevailing Wages

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 (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this**

requirement for bid purposes only under Labor Code section 1771.1(a)].

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

7-2a. Payroll Records

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

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

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

The Contractor is further advised that, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, all contractors and subcontractors working on a contract for public

work on a public works project (awarded on or after April 1, 2015) must furnish electronic certified payroll records to the Labor Commissioner.

7-2b. Contractor Employee Jury Service

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. A copy of the Ordinance and a Compliance Form is attached to the Proposal Section of these Specifications.

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

7-3. Highway Construction Equipment

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

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

7-4. Public Safety

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

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract

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

7-5. Trench Safety

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

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

END OF SECTION

SECTION 8.
PROGRESS OF WORK AND TIME OF COMPLETION

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

8-1. Time of Completion

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

EIGHTY-FIVE (85) WORKING DAYS

from the date of said beginning, as described above.

The Engineer will provide the Contractor with a Notice to Proceed which will allow the Contractor to complete the preconstruction tasks as described in Section 10-3 such as preparing submittals and ordering the prefabricated pedestrian bridge. However, the Engineer will not charge working days to the project until after the mutually agreed date that the Contractor can mobilize at the site.

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 Four Thousand Eight Hundred Dollars (\$4,800.00) per calendar day for every calendar day delay over and above the number of working days prescribed above for finishing the work, unless additional days are approved by the Engineer.

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

(1) Section 7-2a, “Payroll Records”

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.**

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

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

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

9-2. Payments to Contractor

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

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

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

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

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

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

9-3. Payments Withheld from Contractor

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

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

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

9-4. Stop Notices

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

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

9-5. Construction Claims

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

GENERAL

10-1. Permits and Environmental Conditions

This project is subject to the California Environmental Quality Act (CEQA) which includes several mitigations as well as permits from the various Federal and State Agencies including the following:

- San Francisco Bay Regional Water Quality Control Board 401 Water Quality Certification
- California Department of Fish and Wildlife Lake or Streambed Alteration Agreement
- Army Corps of Engineers
- California Coastal Commission - Coastal Development Permit
- City of Half Moon Bay Encroachment Permit (Forthcoming)
- California Department of Transportation Encroachment Permit (Forthcoming)

Copies of these permits are included in Appendix F.

A summary of some, but not all of the conditions the Contractor shall comply with include the following:

1. Prepare a Work Plan as detailed in Section 10-2 of these Special Provisions.
2. The Contractor shall not work on the beach area until the sand is of sufficient elevation to prevent either tidal or wave inundation of the work zone. Historically, this has been between July and October. However, the County makes no guarantees on the work window, and it will be the Contractors responsibility to ensure the work zone is protected from ground and surface water.
3. The Contractor shall not work if there is water flowing in the Arroyo de en Medio.
4. The County will complete a nesting bird and special status species surveys prior to the Contractor commencing work. The Contractor shall not commence work until authorized by the Engineer.
5. The Contractor shall provide and place temporary construction fencing as

described in Section 16-5 of these Special Provisions.

6. Work cannot occur if rainfall is more than ¼ inch during a 24-hour period. No work can occur when there is a 40% chance of rain.
7. All contractor personnel shall participate in a special status species and Best Management Practice implementation training prior to commencing work.
8. The Contractor shall minimize the use of vehicles on the beach. When the Contractor must access the beach, it shall be with rubber-tired equipment to the greatest extent feasible and as approved by the Engineer. The Contractor may use a tracked excavator to remove and set the RSP. All components of equipment that comes in contact with the sand must be free of grease and hydraulic fluid to the extent feasible.
9. All equipment shall be free of leaking fluids. All fueling shall occur on paved surfaces.

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

10-2. Work Plan

The Contractor shall furnish a Work Plan consistent with the requirements of the California Coastal Commission Permit, as included in Appendix F. This document shall include the following:

- A. **Construction Areas.** The Construction Plan shall identify the specific location of all construction areas, all staging areas, and all construction access corridors in site plan view. All such areas within which construction activities and/or staging are to take place shall be minimized to the fullest extent feasible in order to have the least impact on public access and ocean resources, including by using, as feasible, inland areas for staging and storing construction equipment and materials. Special attention shall be given to siting and designing construction areas in order to minimize impacts to public beach access and public views from Mirada Road, including but not limited to public views across the site.

- B. **Construction Methods.** The Construction Plan shall specify the construction methods to be used, including all methods to be used to keep the construction areas separate from public recreational use areas as much as possible (including using unobtrusive temporary fencing or equivalent measures to delineate construction areas), and including verification that equipment operation and equipment and material storage will not, to the maximum extent feasible, significantly degrade public access and public views during construction. The Plan shall limit construction activities to avoid coastal resource impacts as much as feasible, and lighting of the work area is prohibited.
- C. **Construction Timing.** Construction is prohibited during holiday weekends, from the Saturday of Memorial Day through Labor Day inclusive, and during non-daytime hours (i.e., from one-hour after sunset to one-hour before sunrise).
- D. **Construction BMPs.** The Construction Plan shall identify the type and location of all erosion control and water quality best management practices that will be implemented during construction to protect coastal water quality. See Appendix F for more information.

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

10-3. Work Sequence

The Contractor shall complete the work in a logical manner that minimize disruption to the public and the environment. The Engineer offers the following work sequence as well as site specific conditions that may assist the Contractor in developing a plan. See the Special Provisions for additional details.

1. Prepare a detailed Work Plan as described in Section 10-2.
2. Provide submittals, including but not limited to, the following for review and approval:
 - a. Project schedule
 - b. Water Pollution Control Plan

- c. Pedestrian bridge
 - d. Pedestrian bridge removal and installation lift plan
 - e. Cofferdam design
 - f. Dewatering system design
 - g. Traffic control
 - h. Concrete mix design for staircase, soil nail wall, and flatwork
 - i. Reinforcement
 - j. Soil nails
 - k. Grout
 - l. Rock slope protection
 - m. Asphalt mix design
 - n. Storm drainpipes and appurtenances
 - o. Utility casing pipes
 - p. Hydroseed
 - q. Cable railing
 - r. Detectable warning surfaces
 - s. Decomposed granite
 - t. Bench, trash can, and dog waste station
 - u. Rock slope protection.
3. The Contractor shall order the pedestrian bridge and provide the date of delivery.
- a. The bridge manufacturer to provide profile, section, delivery date, and full color rendering of bridge within 10 days of receiving a purchase order from the Contractor. The manufacturer shall NOT proceed with manufacturing of the bridge until they receive approval from the Engineer.
4. Work with the beach area may only occur when the sand levels are high enough to prevent tidal and wave action waters from entering the work zone. The Contractor and Engineer shall coordinate to determine when the sand levels are high enough to protect the work zone; this shall occur no earlier than July 2022. As discussed with the Engineer, the Contractor may install a sand berm and cofferdam as well as dewatering system to protect the work area. All work within the beach area must be complete by September 2022.

5. Prepare mockups of the concrete stairs and soil nail wall.
6. Mobilization and bluff repair
 - a. Modify the temporary facilities to allow equipment to access the beach.
 - b. Excavate sand to expose rock slope protection and debris.
 - c. Remove and stockpile existing rock slope protection.
 - d. Remove the steel pedestrian bridge as well as the remnants of the concrete arch bridge's foundation.
 - e. Remove and dispose debris from beach area.
 - f. Clear and grub the bluff areas.
 - g. Install the soil nail walls and rock slope protection.
 - h. Re-grade the beach.
7. Pedestrian Bridge Replacement
 - a. Prepare the existing abutments and install the new pedestrian bridge.
 - b. Coordinate with Pacific Gas & Electric (PG&E) to connect utility systems to the pedestrian bridge.
 - c. Re-pave the pathway approaches to the pedestrian bridge and install new fences.
 - d. Install amenities.
 - e. Hydroseed all disturbed areas.
 - f. Re-open the pedestrian bridge to users.
8. Remove temporary pedestrian detour route including concrete barriers and associated appurtenances along State Route 1 between Miramar and Medio Avenues. Complete re-striping of State Route 1 as described in these Special Provisions.

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

10-4. Public Utility Coordination

The Contractor shall be responsible for coordinating with PG&E to install final facilities for the electric facilities and coordinate with Granada Community Services District for access to their sanitary sewer facilities if needed. The contacts include:

Pacific Gas and Electric

Raymond J. Yazzolino, PMP
 Industrial Power Engineer
 275 Industrial Road, San Carlos, CA 94070
 (650) 598-7280 RJY1@pge.com

PG&E re-routed the electrical service overhead within the work zone. The Contractor shall allow up to ten (10) days for PG&E to re-install the conduit connecting the underground system to the new bridge crossing.

If PG&E cannot complete the work and PG&E will allow it, the Engineer will direct the Contractor to install the conduits as detailed in Section 86 of these Special Provisions.

Granada Community Services District (GCSD)

John Rayner
 District Engineer
 504 Avenue Alhambra
 El Granada, CA 94018
 650.483.5301 JohnRayner@kennedyjenks.com

GCSD has re-routed the sanitary sewer system within the project area. The Contractor shall coordinate with GCSD if he or she must access sanitary sewer facilities.

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

10-5. Air Quality

The following Basic Construction Mitigation Measures by the Bay Area Air Quality Management District shall be implemented to minimize emissions associated with construction activities:

- 1) Any exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- 2) All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- 3) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- 4) All vehicle speeds on unpaved roads shall be limited to 15 mph.
- 5) All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- 6) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- 7) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- 8) Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

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

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.

A. Property Owner Primary Notification

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

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

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

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

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

B. Rights of Entry/Encroachment Permits/Temporary Construction Easements

The Contractor is advised that the "Right of Entry" or "Temporary

Construction Easement” areas, as shown on the Plans, shall not be entered upon until specifically authorized, in writing, by the Engineer. No work shall be done in Caltrans and/or the City of Half Moon Bay jurisdiction without authorized Encroachment Permits from each jurisdiction.

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

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

The 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.

The contract lump sum price paid for “Mobilization” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved bringing equipment, materials, and tools to the site, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 12.

MAINTAINING TRAFFIC

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

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

Property Owner Secondary Notification

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

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

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

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

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

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

The Traffic Control Plan shall include orange advisory signs (aluminum or plywood, or as approved by the Engineer), **3' x 6' minimum**. Wording of advisory signs shall be as follows



Advisory signs shall be set north and south of the Mirada Road Pedestrian Bridge and as directed by the Engineer in the field. 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.

Hand-written signs will not be permitted.

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

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than twelve feet (12') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** Between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than **ten (10) feet** 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.

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

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

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

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

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall take the necessary precautions and provide additional traffic control measures to protect those who must pass through the work. If the Contractor shall appear to be neglectful or negligent in providing warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that additional barricades, flashers, warning and detour signs or lights be installed by the Contractor, or additional flaggers provided. Any action or lack of action by the

Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.

The Contractor shall install barriers and fencing as described in Section 10-1 of these Special Provisions. Upon completion, the Contractor shall remove the fencing.

The contract lump sum price paid for "Maintaining Traffic" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in traffic management, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 13.
WATER POLLUTION CONTROL

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

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

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

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

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

subcontractors or employees.

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

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

A. Water Pollution Control Program

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

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

on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been approved. Attention is directed to “Contractor Response” of this Section for additional provisions relating to correction of the Contractor’s water pollution control program, and payment.

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

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

B. Contractor Response

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

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

C. Excavation and Grading

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

caused by the work, and shall specify the type of material and intended use in said written certification.

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

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

D. General Housekeeping

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

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

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

The Contractor shall place trashcans and recycling receptacles around the site for use by his forces. Trashcans and recycling receptacles shall be kept

covered and shall be emptied at appropriate intervals to reduce litter at the site.

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

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

E. Stockpiles

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

F. Vehicle Maintenance

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

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

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

G. Spill Prevention and Response

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

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

H. Tire Washing

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

I. Roadwork and Paving

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

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

J. Concrete and Mortar

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

Location of temporary concrete washouts for concrete mixers or trucks

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

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

K. Training

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

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

The contract lump sum price paid for "Water Pollution Control" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting water resources, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

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.

14-1 Diversion Goals

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

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

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

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

14-2 References and Resources

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

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

14-3. Waste Management Plan and Daily Transport Report

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

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

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

Approval will be granted if the plan shows:

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

14-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

The contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to

be used by all parties at the appropriate stages of the Project.

C. Meetings:

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

D. Separation Facilities:

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

E. Materials Handling Procedures:

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

F. Hazardous Wastes:

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

G. Reporting:

As a condition of final approval and retention release, submit documentation to the Engineer. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments and shall include, at a minimum, a summary of waste materials recycled, salvaged and disposed of for the Project. Submitted with this summary will be documentation (receipts/scale tickets, waybills)

showing the quantities and types of materials diverted and disposed. The documentation shall coincide with the Waste Management Daily Transport Reports (in Appendix A) that were signed by both the Contractor and the County inspector. A Notice of Completion will not be filed for the project and retention released until all reports as required for the project are submitted and approved.

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

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

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

The contract lump sum price paid for "Construction Waste Management" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in managing and disposing of waste, complete in place,

as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

END OF SECTION

SECTION 16.

TEMPORARY FACILITIES

16-1. Temporary Access

The County installed a temporary ramp using 4 to 8 inch in diameter rock to access the beach in January 2022. The Contractor shall re-use this temporary ramp and modify it to their needs to access the beach. This work shall include clearing and grubbing, stabilization of the slope, and placement of rock or other surfaces, at the Contractor's discretion, to prevent the bank from eroding during construction. Upon completion of the work, the Contractor shall remove rock and other debris, re-grade the slope as required in the Plans.

The Contractor shall note that the existing rock placed by the County weighs about 102 tons, and the Contractor shall load and transport it to the Pescadero Quarry (Latitude 37°14'50.52"N and Longitude 122°24'2.70"W) in Pescadero, California.

All other material removed as required by the Section and as directed by the Engineer shall be 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 or her expense.

The contract lump sum price paid for "Temporary Ramp to Access Beach" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing equipment access to the beach, complete in place, including, but not limited to, debris removal and disposal, grading, placement of rock, maintenance, final restoration, and hauling rock, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

16-2. Cofferdam for Soil Nail Wall Construction

The Contractor shall install a cofferdam, ground water extraction, and any other appurtenances necessary to complete construction of the soil nail wall as described in Section 46, "Soil Nail Wall," of these Special Provisions.

These elements shall be designed by the Contractor as detailed in Section 19-3.01C(2) "Cofferdams" of the Standard Specifications. The Contractor shall provide a drawing and/or narrative that describes the proposed feature for review and approval by the Engineer prior to fabrication. The design shall facilitate the Soil Nail Wall's construction as described in Section 19-3.02B and 19-303B(4) "Cofferdam" of the Standard Specifications.

The contract lump sum price paid for "Cofferdam" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing protection for the soil nail wall construction, complete in place, including, but not limited to, design, providing and placing the cofferdam, maintenance, and removal, as shown in the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The County reserves the right to eliminate this item, "Cofferdam," 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.

16-3. Dewatering for Soil Nail Wall Construction

The Contractor shall manage ground water within the cofferdam as indicated in Section 19-3.03B(5) of the Standard Specifications.

The Contractor shall not contaminate the groundwater during their operations. All water can be pumped and discharged onto the beach. The Contractor shall spread the discharge so that it does not flow in a concentrated manner.

The Contractor shall provide a design of the dewatering system for review and approval by the Engineer prior to implementing the system.

The contract lump sum price paid for “Dewatering” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing protection for the soil nail wall construction, complete in place, including, but not limited to, design, providing and placing the pump and related appurtenances maintenance, and removal, as shown in the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

16-4. Equipment Staging

The Contractor may use the parking area adjacent to 2 Mirada Road to remove and place the pedestrian bridge. The schedule provided by Contractor at the commencement of construction shall show the dates that he or she intends to stage at the location. The Contractor shall provide 72 hours advance notice to the property owner of staging on the site. The Contractor shall complete all work necessary for the equipment to gain access to the site, which may include removal and replacement of fencing, mailboxes, and bollards as well as protection of hardscape, landscape, and softscape. When complete with the site, the Contractor shall restore the parking area to the existing or better condition.

Equipment Staging as described in this Section 16-4 will be measured and paid for as “Remove Pedestrian Bridge” and “Provide and Place Aluminum Bridge.”

16-5. Temporary Fencing

The Contractor shall install temporary construction fencing such as an orange plastic “snow fence” to protect resources and separate the work zone from the public. The proposed location of the fence shall be developed by the Contractor as detailed in the Work Plan described in Section 10-2. The fence shall not be installed until the plan is approved by the Engineer.

The fence shall be 48 inches in height and orange in color. There shall be posts placed every 60 inches or as required. The fence shall be adjusted by the Contractor during the project’s construction and as directed by the Engineer. Along the fence, the Contractor shall periodically install warning signs advising the public to “stay clear,” “work zone,” and similar messaging. Once construction is complete, the Contractor shall remove all temporary fencing.

The contract price paid per linear foot for “Temporary Fencing” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing a temporary fence, complete in place, including, adjustments and maintenance of the fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 17. CLEARING AND GRUBBING

Attention is directed to Section 17-2 "Clearing and Grubbing" of the Standard Specifications, these Special Provisions, the Standard Plans, the Project Plans and the direction of the Engineer.

All material removed as required by Section 17 and as directed by the Engineer shall be 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 or her expense.

17-1. General Clearing

The Contract shall remove vegetation, fences, and miscellaneous debris from the bluff face as well as at the top of the bluff within the limits shown. In addition, the County placed sandbags, stakes, and plastic tarping to protect the slopes in January 2022. The Contractor shall remove and dispose this material.

Contractor's attention is directed to Section 12, "Maintaining Traffic," of these Special Provisions. Prior to commencement of clearing and grubbing activities within private properties, property owners must be notified a minimum of 72 hours (excluding Saturday, Sundays, and Holidays) or as directed by the Engineer in advance.

The Contractor shall remove the wood posts and rope at 2 Mirada Road. The Contractor shall note that the wood may have been treated with a preservative and should be disposed in accordance with Section 5-11 of these Special Provisions.

The contract price paid per square foot for "Clearing and Grubbing" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing vegetation and debris to prepare for construction, complete in place, including, but not limited to, debris disposal, as shown

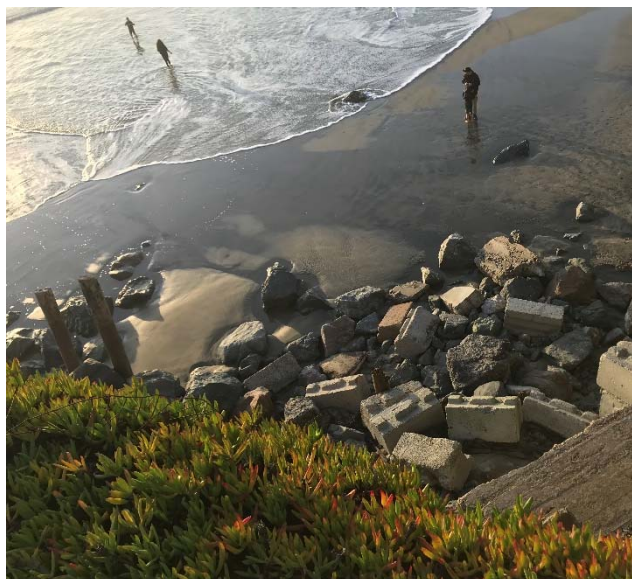
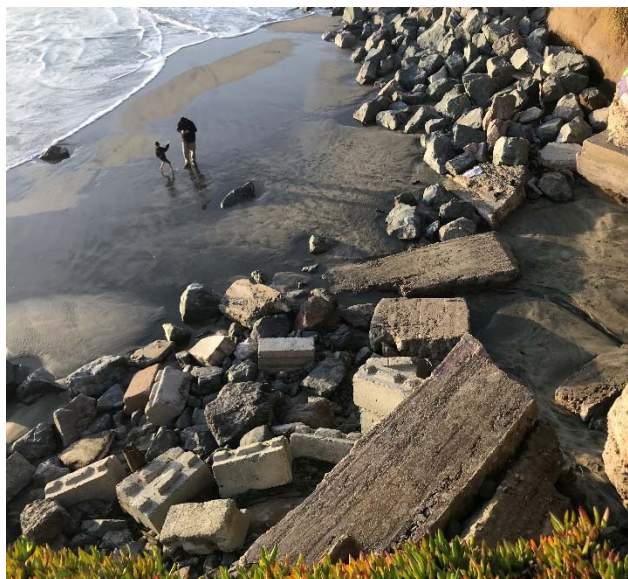
on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

17-2. Beach Debris Removal

The Contractor shall excavate and remove debris within the channel and beach areas that includes but is not limited to concrete with and without steel reinforcement, pipe, wood, and miscellaneous metals. The debris varies in size ranging from about 1 cubic foot to segments that are 15 or more feet in length. There is wood pilings that are embedded into the sand; these shall be removed by the Contractor. The Contractor shall note that at the time of construction, much of this material may be buried by sand that ranges in depth from 5 to 10 or more feet. See Section 19-1 "Sand Excavation" of these Special Provisions for information related to sand excavation. The following are photographs of the debris during the winter months when sand levels are low.



The photograph on the left is looking east up the channel. The photograph on the right is taken on the northeast side of the bridge within the channel.



The photographs above are taken looking down on the beach west of the bridge looking towards the north. On the photograph on the right, please note the wood pilings.



The photographs above are looking into the channel east of the bridge.

Portions of the concrete debris that are currently located along the north and south bluff are remnants of a concrete bridge that collapsed in December 2021. The County broke down the concrete bridge into smaller pieces and relocated to the toe of the banks as temporary rock slope protective. **Prospective bidders are encouraged to visit the**

site to review the site conditions. The remaining material will be removed by the Contractor.

Photographs of the site illustrating the former concrete bridge remnants are shown below:



The photographs on the left and right reflect the north and south abutments respectively. Note that sand levels are high and the buried concrete debris previously mentioned is buried under the sand.

The contract price paid per ton for “Beach Debris Removal” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in debris removal to clean the beach area, complete in place, including, but not limited to, debris disposal, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

17-3. Remove Pedestrian Bridge

The Contractor shall remove the pedestrian bridge including the wood decking, abandoned utility casings utilities affixed to the bridge, and related appurtenances. The Engineer expects the Contractor to lift the bridge in at least two pieces from its existing location and place on trucks for disposal. The Contractor shall wrap the bridge prior to demolition to prevent rust and debris from entering the environment.

The Contractor shall provide a lifting plan for review and approval by the Engineer prior

to commencing the work.

The contract lump sum price paid for "Remove Pedestrian Bridge" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the pedestrian bridge to prepare for wall construction and the new bridge, complete in place, including, but not limited to, environmental protection, removal of abandoned utilities affixed to the bridge, removal of appurtenances, and debris disposal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

17-4. Remove Remnants of Concrete Bridge's Foundation

The Contractor shall remove the remaining components of the former concrete bridges' foundation. This bridge is described in Section 17-2. The bridge's foundations shall be removed to an elevation of at least (-)5 feet in accordance with the North American Vertical Datum of 1988 and as required by the Contractor's operations to accommodate the construction of the soil nail wall. The Contractor shall take care as to not damage the existing pedestrian bridge foundations, abutment, and bluff. Upon completion of the work, the Contractor shall backfill all excavation with sand.

The contract lump sum price paid for "Remove Concrete Bridge Foundation" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the remnants of the historic roadway bridge's foundation to prepare for wall construction, complete in place, including, but not limited to, environmental protection, bluff protection, soil removal, and debris disposal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

17-5 Sewer Line Removal

The Contractor shall remove and dispose of the sanitary sewer line that was previously anchored to the Concrete Bridge and stubbed through the abutment walls as shown in the Plans.

The Contractor shall cut the pipe, using approved methods, at the excavation limit for the

soil nail wall and plug each end of the pipe with concrete. Note, the Contractor shall carefully free the pipe from the concrete abutment using care to not damage the pipe.

The contract price paid per linear foot for "Sewer Pipe Removal" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposing the sewer pipe as required, complete in place, including plugging with concrete and disposal fees, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

17-6. Remove Pedestrian Pathway

The Contractor shall remove the asphalt pathway and concrete areas within the limits shown in the Plans. This work includes the removal of the 12 inch diameter wood pole used as a gate for 2 Mirada Road on the south side of the bridge.

Remove Pedestrian Path as described in this Section 17-6 will be measured and paid for as "Asphalt Paving" and "Concrete Flatwork."

17-7. State Route 1 Pedestrian Detour Removal

Upon completion of the pedestrian bridge and re-opening to the public, the Engineer shall direct the contractor to remove the pedestrian detour route along State Route 1 between Medio Avenue and Medio Road. This work is within the State of California Department of Transportation's (Caltrans) right of way and the Contractor shall secure a Double Permit to complete this work.

The Contractor shall complete the removal work in coordination with re-striping of the roadway as described in Section 84 "Markings" of these Special Provisions.

The Contractor shall establish a traffic control system in accordance with Section 12 "Maintaining Traffic" of these Special Provisions and the requirements of Caltrans. The work required shall include the following:

1. Removal of the Concrete Barriers Type K. The barriers are 20 feet each in

length.

2. Removal of two Sentry Longitudinal Energy Dissipaters TL-2.

The Contractor shall load, transport, and unload all temporary traffic control devices to the Pescadero Quarry (Latitude 37°14'50.52"N and Longitude 122°24'2.70"W), located in Pescadero, California.

THE COST FOR MAINTAINING TRAFFIC ASSOCIATED WITH THESE ITEMS OF WORK SHALL BE INCLUDED IN THE UNIT PRICE PAID AND NOT UNDER BID ITEM NUMBER 2

The contract price paid per linear foot for "Remove Barrier – Type K" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and transporting the temporary traffic control devices, complete in place, including traffic control, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In coordination with removal of the concrete barriers, the Contractor shall remove temporary stripes and signs as follows:

1. Removal of ten (10) miscellaneous temporary traffic control posts with signs. Each post may have multiple signs. These shall be delivered to the address noted above.
2. Removal of delineators. These shall be disposed as described in this section.
3. Remove the following temporary striping using care to not damage the existing pavement.
 - a. Remove up to 500 linear feet of white edge line.
 - b. Remove up to 800 linear feet of double yellow centerline and marker
 - c. Remove up to 70 linear feet of 6-inch-wide yellow skip stripe
 - d. Remove up to 500 linear feet of 6-inch-wide yellow line
 - e. Remove up to 130 linear feet of channelizing line under yellow line

THE COST FOR MAINTAINING TRAFFIC ASSOCIATED WITH THESE ITEMS OF WORK SHALL BE INCLUDED IN THE UNIT PRICE PAID AND NOT UNDER BID ITEM NUMBER 2

The contract lump sum price paid for “Temporary Sign and Stripe Removal” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing stripes, delineators, and signs, complete in place, including traffic control, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The County reserves the right to eliminate any or all of these items in Section 17-7 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.

17-8. Miscellaneous Removal

As necessary to support construction, the Contractor shall remove and store the stone blocks located on the northwest side of the pedestrian bridge. Once the construction is complete, the Contractor shall place the stone blocks in the area and as directed by the Engineer.

The Contractor shall remove and store the steel barricades located on the north side of the pedestrian bridge as well as the fencing located on the north and south sides of the pedestrian bridge. The County will retrieve these barricades and fencing from the Contractor.

Miscellaneous Removal as described in this Section 17-8 will be measured and paid for as “Clearing and Grubbing”.

END OF SECTION

SECTION 19. EARTHWORK

The Contractor shall complete earthwork as necessary to achieve the lines and grades as shown in the Plans. In general, this work includes the following:

- Excavation of sand to expose buried rock slope protection (RSP) and buried debris as described in Section 19-1 of these Special Provisions.
- Grading of the bluff and excavation of sand as necessary to install the soil nail wall and staircase as described in Section 19-2 of these Special Provisions.
- Placement of fill and finish grading adjacent to the soil nail wall and staircase as described in Section 19-2 of these Special Provisions.
- Excavation and/or filling of sand as necessary to place the RSP as described in Section 19-3 of these Special Provisions.
- Finish grading within the beach area and at the top of the bluff near the walls and staircase as described in Section 19-4 of these Special Provisions.

Any unsuitable material removed shall be 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 or her expense.

19-1. Sand Excavation

To prepare for the removal, sorting, and stockpiling of the RSP as described in Section 72 of these Special Provision and for the removal of debris as detailed in Section 17-2 of these Special Provisions, the Contractor shall excavate and stockpile sand within the limits and as shown in the Plans.

The Contractor shall note that the height of the sand varies during the year. For the purpose of estimating the quantity, the sand at the face of the bluff shall be assumed to be at an elevation of about 10 feet in accordance with the North American Vertical Datum of 1988 (NAVD88). The excavation of existing RSP and debris will need to extend to approximately elevation 0 NAVD88.

To confirm the sand's elevation, the Engineer will collect four elevations of the surface of the sand along the west line of the pedestrian bridge. The Engineer will determine the average elevation from the survey data, which will serve as the baseline for payment.

The unit price paid to the Contractor will be adjusted based upon the average elevation divided by the baseline elevation. The following illustrates the condition:

- If the average elevation is 11 feet, the unit price will be multiplied by a factor of 1.10, which is derived from $11/10$.
- If the average elevation is 9 feet, the unit price will be multiplied by a factor of 0.90, which is derived from $9/10$.

The final unit price paid for this work, will be memorialized in a change order to the Contractor.

The Contractor may complete the sand excavation in a series of phases to accommodate debris removal and soil nail wall construction.

The Engineer will pay for the excavation of sand once. Excavation of sand placed within the work zone by wind, wave, or other actions will NOT BE paid by the Engineer. The Engineer will not pay for handling or shifting of sand to accommodate phases of excavation.

The contract price paid per square foot for "Earthwork – Beach Area" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing sand to adjust existing RSP and complete beach debris removal, complete in place as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer will measure the area of sand removal by taking GPS measurements. The Engineer will not measure the stockpile area in the unit price paid.

19-2. Soil Nail Wall and Staircase Earthwork

Once the RSP is removed, the Contractor shall smooth the bluff's face and remove loose debris to prepare for the installation of the soil nail wall and staircase. The soil excavated for construction of the staircase and to prepare for the soil nail wall shall be stockpiled and used for fill required to complete finish grading as shown on the Plans.

This work shall include sand removal as necessary to accommodate the soil nail wall's construction as described in Section 46 of these Special Provisions including the cofferdam and dewatering system as described in Sections 16-2 and 16-3 of these Special Provisions.

There will be no adjustment to the unit price paid for this work based upon varying sand elevations.

When the wall and staircase are complete, the Contractor shall complete placement of fills and remedial grading as indicated in the Plans and as directed by the Engineer. Fill shall not be sand from the beach. It shall be the material harvested from the bluff. If there is not adequate material, the Contractor shall import fill. All fill shall be free of debris and large rocks as approved by the Engineer. All soil shall be compacted to 90% relative compaction in accordance with CT 216 and CT 231. Excess material shall be disposed by the Contractor as previously described.

The contract price paid per square foot for "Earthwork – Bluff" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the bluff for the soil nail wall and staircase as well as for all finish grading, complete in place, including disposal, import of fill, and finish grading as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer shall measure the area of Earthwork – Bluff equal to the total area of installed soil nail wall as described in Section 46 of these Special Provisions.

19-3. RSP Earthwork

Upon completion of construction of the soil nail wall, the Contractor shall grade the area as shown in the Plans for the placement of RSP as described in Section 72 of these Special Provisions. This may require cut and/or fill.

The contract price paid per square foot for “Earthwork – RSP Preparation” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved preparing to place the RSP, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer will measure this by the area as shown in the plan, which is the length of installed RSP by the width as shown on the Plans.

19-4. Final Grading of the Beach

Upon completion of construction of the soil nail wall and placement of RSP, all excavated and uncontaminated sand shall be uniformly spread across the area disturbed by the Contractor. The Contractor shall bury the RSP with sand as directed by the Engineer.

The Engineer will NOT pay the Contractor for grading of the beach outside of the disturbed area.

The contract price paid per square foot for “Earthwork – Final Grading” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved replacing the sand on the beach, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer will measure the area of final grading by GPS measurements.

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. The Contractor shall install silt fence as directed by the Engineer, 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. 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

The contract price paid per linear foot for "Temporary Silt Fence" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved providing, placing, and removing silt fence, complete in place, including maintenance as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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,” of these Special Provisions and this Section, and the directions of the Engineer throughout the work.

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

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

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

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

Staging Areas

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

Staging area BMPs shall be maintained throughout the duration of the work. Staging area BMPs shall be completely removed and disposed of outside the highway right of way in accordance with the provisions of Section 5-11, “Disposal of Material Outside the Highway Right-of-Way” of these Special Provisions, by the Contractor at his expense at the conclusion of the work.

Attention is directed to Section 13, "Water Pollution Control," of these Special Provisions for provisions relating to tracking of mud from staging areas.

Staging Area Finish

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

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

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

Mulch

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

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

The Contractor may propose in writing an alternate type of straw mulch. Any type of proposed straw shall be certified by the manufacturer as weed-free and seed-free. The Contractor may also propose to use locally collected redwood duff (fallen dried redwood leaves, seeds and seed pods, small twigs, etc.) in addition to or instead of rice straw. Written proposals for alternate straw or redwood duff shall include identification of the source of the material, including

written permission from the property owner to collect redwood duff, if applicable. Proposals to use alternate types of straw or redwood duff will be submitted to the Engineer for his approval not less than three (3) working days in advance of placing mulch. The Engineer reserves the right to reject alternate proposals and require the use of rice straw mulch.

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

Winterization

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

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

Payment

Full compensation for all work involved for this item, "Temporary Erosion Control" is included in the contract lump sum price paid for "Erosion and Sediment Control," and no separate payment will be made.

21-3. Revegetation

Revegetation shall be performed as shown on the Plans and as specified herein.

Revegetation work shall consist of hydroseeding using a native seed mix appropriate to coastal San Mateo County.

The revegetated area shall be mulched as specified in Section 21-2,

“Temporary Erosion Control,” of these Special Provisions.

The contract lump sum price paid for “Hydroseeding” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in revegetation, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 36.
HARDSCAPE

36-1. Asphalt and Concrete Pathway

In the locations shown on the Plans, the Contractor shall replace both the asphalt and concrete pathways. The work shall include the following elements:

1. Sawcut existing asphalt as required for removal.
2. Remove the existing asphalt, concrete, vegetation, and other materials within the limits shown in the plans. Export all surplus materials and dispose in a legal manner and consistent with Section 14, "Construction Waste Management," and Section 5-11, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions, by the Contractor at his or her expense.
3. Complete earthwork as necessary to achieve the required subgrade elevation.
4. Scarify and re-compact the subgrade to 95% relative compaction.
5. Place Class II aggregate base conforming to Section 26 of the Standard Specifications.
6. Place ½" Type A asphalt; the asphalt concrete binder shall be PG 64-10.
7. Install concrete sidewalks, driveways, curb, and gutters.
8. Install an asphalt plug along all new concrete adjacent to asphalt.
9. Install detectable warning device consistent with yellow color number 33538.

The contract price paid per square foot for "Asphalt Paving" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved installing the trail, complete in place, including removal of existing hardscape, grading, subgrade preparation, placement of aggregate base, placement of asphalt, and disposal of unsuitable materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square foot for "Concrete Flatwork" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved installing concrete sidewalk as well as curb and gutter, complete in place, including removal of existing hardscape, grading, subgrade

preparation, placement of aggregate base, forming, placement of concrete, detectable warning devices, and disposal of unsuitable materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

36-2. Staircase

As shown in the plans, the Contractor shall construct a concrete staircase. The 28-day compressive strength shall be 3,600 psi or greater.

The staircase is within a corrosive environment and the concrete shall contain not less than 675 pounds of cementitious material per cubic yard. For concrete in a corrosive environment, the cementitious material shall be comprised of one of the following:

- A. 25 percent by weight of either fly ash or natural pozzolan with a CaO content of up to 10 percent, and 75 percent by weight of portland cement
- B. 20 percent by weight of either fly ash or natural pozzolan with a CaO content of up to 10 percent, 5 percent by weight of silica fume, and 75 percent by weight of portland cement
- C. 12 percent by weight of either silica fume, metakaolin, or UFFA; and 88 percent by weight of portland cement
- D. 50 percent by weight of ground granulated blast furnace slag, and 50 percent by weight of portland cement
- E. The ratio of the amount of free water to the amount of cementitious material used in concrete in a corrosive environment shall not exceed 0.40.

The combined aggregate grading shall be either the 1-inch maximum grading, the 1/2-inch maximum grading, or the 3/8-inch maximum grading and shall conform to the requirements in Section 90, "Concrete," of the Standard Specifications.

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions. Bar reinforcement to be epoxy coated shall conform to the ASTM A775/A775M designation and be grade 60.

Concrete finish to be tinted to a tan/ brown color to match the surrounding bluff. The contractor shall fabricate a 2x2 panel prior to placing the staircase for the Engineer's review and approval. **This mockup shall be completed at least 20 days prior to installation of the treatment.**

The Contractor shall install tubular handrailing as shown in the Plans. Tubular handrailing shall conform to Section 83-2.08, "Tubular Handrailing," of the Standard Specifications, and shall be galvanized steel and 2 inches in diameter.

The contract price paid per cubic yard for "Concrete Staircase" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved installing the staircase, complete in place, including subgrade preparation, forming, rebar, handrail, and finishing as shown on the Plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

This value will be measured by a calculation of the volume of the staircase as shown in the Plans and will NOT be by field measure.

END OF SECTION

SECTION 45.
PEDESTRIAN BRIDGE

45-1. Prepare Abutments

Following removal of the existing steel truss pedestrian bridge, the Contractor is required to prepare the existing abutments in accordance with the prefabricated bridge manufacturer's guidelines for accepting the replacement pedestrian bridge bearings. This will include removal of any remaining anchor bolts and other miscellaneous debris from the existing abutment seats.

The Contractor is also required to construct reinforced concrete shear keys in accordance with the bridge plans at the existing southern abutment.

Reinforcement used in the shear keys shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions. The bar reinforcing steel shall be epoxy coated. Reinforcement shall be drill and bonded to the existing abutment concrete as shown in the plans and shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Portland cement concrete used for the shear keys shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions. The concrete compressive strength of the shear keys shall be 3,600 psi.

The contract lump sum price paid for "Prepare Abutments" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the existing abutments to receive the new pedestrian bridge, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

45-2. Provide Aluminum Bridge

Section 45-2 includes specifications for designing, fabricating and furnishing a prefabricated modular aluminum truss pedestrian bridge.

Qualified Suppliers

The contractor shall provide the following documentation, for any proposed supplier:

1. Product Literature
2. All documentation to ensure the proposed manufacturer complies with these specifications. This must include:
 - a. Representative design calculations
 - b. Representative drawings
 - c. Splicing and erection procedures
 - d. Warranty information
 - e. Inspection and maintenance procedure
 - f. AWS Certified Fabricator Certification
 - g. Welder Qualifications
 - h. Evidence of Certified Weld Inspectors (CWI's) on staff
3. Proposed manufacturers must have at least five (5) years of experience designing and fabricating these types of structures and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.
4. The manufacturer's representative is to be in attendance at the project pre-construction meeting.

Certificate of Compliance

The manufacturer of the bridge must submit a certificate of compliance certifying the components and fabrication of the bridge comply with the Contract.

Coordination Meeting

Within one week of receiving notice to proceed, the Contractor shall coordinate a meeting with the bridge manufacturer and the Engineer. At this meeting, the Engineer and manufacturer will discuss the intent of the final bridge design. In general, this includes the following design elements:

- Creation of a structure with the least possible barriers to views.

- A final color that is not brilliant but matches the surrounding landscape to the greatest extent feasible.
- The structure appears light and does not have an industrial feel.

Shop Drawings

Submit shop drawings with the design calculations for the bridge to the Engineer. Allow 30 days for the Engineer's review.

Shop drawings and calculations must be sealed and signed by the bridge manufacturer's engineer who is registered as a civil or structural engineer in the State of California.

The shop drawings must include:

1. Layout drawing of the entire structure
2. Bridge cross section(s)
3. Member dimensions and location
4. Match-marking diagrams
5. Connection details of the bridge members (bolted, welded)
6. Identification of tension members and fracture critical members
7. Connection details of the bridge rail to the bridge
8. General notes and a list of appropriate Caltrans design standards and material specifications
9. Camber details
10. Full color rendering of the bridge

The design calculations must include:

1. All AASHTO LRFD checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.)
2. Checks for critical connection failure modes for each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.). Special attention must be given to all welded tube on tube connections.
3. All bolted splice connections.
4. Main truss deflections check (vertical and horizontal).
5. Frame stiffness checks (used to determine K factors for out of plane buckling of the top chord).

6. Deck design
7. Seismic design in accordance with these project special provisions.
8. Checks for wind in vertical and lateral directions.
9. Expansion/contraction requirements and/or induced loads
10. Bridge reactions for all applicable load combinations as indicated in these special provisions.

Erection Plan

Submit an erection plan for the bridge for methods, equipment, and personnel to be used with the shop drawing submittal.

The erection plan must include:

1. Details of erection activities, including schedule
2. Methods and sequences of erection, including equipment
3. Details for the stability of the bridge during all stages of erection activities
4. Name of the bridge manufacturer's representative that will be present during erection activities
5. Provisions for complying with current Cal/OSHA requirements

Welding Quality Control Plan

Submit a welding quality control plan for the bridge. The welding quality control plan must include:

1. Welder certifications in compliance with AWS standard qualification tests. Welders must have 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.
2. Welding and weld procedure qualification tests must conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", latest edition. Filler metal must be in accordance with the applicable AWS Filler Metal Specification.

MATERIALS

Materials – Structural Members

All primary structural members are to be 6061-T6 aluminum for its high strength and corrosion resistance. Secondary members are to be 6000 series

aluminum for corrosion resistance.

Decking shall meet the following criteria:

1. **Composite Wood** - Composite decking shall be TimberTech Earthwood composite decking meeting or exceeding mechanical properties per ASTM D6109 with a minimum ultimate modulus of rupture of 3,150psi. Color and surface finish to be selected from options provided by the truss manufacturer to the County.
2. **Aluminum** – Aluminum decking shall be aluminum alloy 6061-T6 extruded in accordance with the requirements of applicable sections of Federal Specifications QQ-A-200. Extruded aluminum slats shall have a raised ribbed surface integral to the extrusion. Ribs shall be mechanically knurled transversely to the ribbing to provide a nonskid surface. The legs of each decking slat shall be welded to the side members and to any longitudinal with a minimum of 1-1/4 inches of weld per leg. The decking slats shall be placed transversely.

All fasteners required for assembly shall be stainless steel type 304.

Insulating washers shall be provided where stainless steel and aluminum contact is anticipated to minimize the potential for galvanic action.

DESIGN CRITERIA

Structural design of the bridge structure must be performed by or under the direct supervision of a licensed professional engineer and done in accordance with the recognized engineering practices and principals. The licensed Professional Engineer is to hold a current PE or SE license (where required) in the state of California. Bridge must be designed in accordance with the current edition of the AASHTO LRFD Guide Specification for Design of Pedestrian Bridges and AASHTO LRFD Bridge Design Specifications, 8th Edition with Caltrans Amendments.

Bridge System Type

Bridge shall be a **Cascade** style aluminum truss bridge, as defined in the structural drawings and this specification, or similar in look and function.

Bridge shall be fabricated and delivered as continuous and pre-assembled

structures unless in-span splices are required.

Bridge shall be designed utilizing one of the following framing configurations:

1. H-frame section configuration, where the floor support system intersects the truss verticals above the bottom chord to increase stability. The bottom chord of a truss utilizing an H-frame configuration may be shifted up to form a U-frame section at the abutments in order match the existing height of the abutment backwalls.
2. U-frame section configuration, where the floor support system intersects the truss bottom chord. U-frame section configurations must have bracing members connected to the top chord to provide for stability.

Bridge Geometry

Bridge span shall match the as-built bridge configuration in the field. Contractor shall field verify in-place location of abutments prior to installation of bridge.

The bridge width shall provide a minimum clearance of 10 feet between all interior railing elements.

The bridge manufacturer shall determine the distance from the top of the deck (measures from the highest point in the deck) to the bottom of any steel member. The ends of the bridge shall be configured to fit with the existing abutment backwalls. The height from top of deck to bottom of bearing shall be approximately 1'-5 1/4" to match existing. Contractor to field verify this dimension prior to fabricating the bridge. Bottom chord may be dropped between face of abutments.

The northern end of the bridge shall accommodate an approximately 45 degree skew as indicated on the plans. Contractor to field verify the abutment dimensions and anchor bolt locations prior to fabricating the bridge.

The number of bays and the dimension of the panel points shall be determined by the bridge manufacturer. However, at no time shall the panel point dimension be a distance which will cause the diagonals to be an angle shallower than 35 degrees with the bottom chord.

A single simple-span bridge shall have a vertical camber dimension at mid-span determined by the Bridge Manufacturer such that the deck slopes at any point on the bridge do not exceed the ADA requirements of 8.33%

Bridge shall be cambered to offset the dead load and to meet the profile grade shown on the plans.

Design Loads – Dead Load

The bridge shall be designed considering its own dead load including structure and originally designed decking only. No additional loads shall be considered.

Design Loads – Pedestrian Loads

Main supporting members, including trusses and primary beams shall be designed for a uniformly distributed load of 90 pounds per square foot.

Secondary members, including deck and supporting floor system shall be designed for a live load of 90 pounds per square foot, with no reduction allowed.

Design Loads – Vehicle Load

Design for vehicle loading is not required.

Design Loads – Horizontal Wind Load

Horizontal wind load must be considered in accordance with AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. The wind load must be applied horizontally at right angles to the longitudinal axis of the structure.

The wind loading must be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

Design Load – Overturning Forces

The effect of forces tending to overturn structures must be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force must be applied at the windward quarter point of the transverse superstructure width. This force must be 20 pounds per square foot of deck.

Design Load – Seismic Loads

The prefabricated aluminum truss bridge must be designed to remain elastic under a seismic event. The superstructures members must be designed

per Caltrans Seismic Design Criteria (SDC) and according to the equation below:

$$F = W * (\text{Peak ARS})/R$$

Where R = 1.0 for members and connections

Acceleration Response Spectrum provided by Parikh Consultants in their Geotechnical Design Recommendations Memorandum dated January, 10th, 2020 must be used.

Design Load – Top Chord Railing Load

The top chord, top rail, and vertical posts shall be designed for a simultaneous vertical and horizontal load of 50 pounds per linear foot or a 200-pound point load, whichever is greater, positioned to produce the maximum load effect.

Vertical Pickets: The picket system shall be designed for a 200-pound point load, applied transversely over an area of 1 square feet.

Load Combinations

The load combinations must follow AASHTO LRFD Bridge Design Specification 8th edition with Caltrans Amendments.

DESIGN LIMITATIONS

Vertical Deflection

The vertical deflection of the main trusses due to service pedestrian live load must not exceed 1/360 of the span.

The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load must not exceed 1/360 of the respective spans.

Deflection limits due to occasional vehicular traffic are not required to be considered.

Horizontal Deflection

The horizontal deflection of the structure due to lateral wind loads must not exceed 1/360 of the span under design wind load.

Vibration

Vibration of the structure must not cause discomfort or concern to users. Except as specified herein, the fundamental frequency in a vertical mode without live load must be greater than 3.0 hertz. In the lateral direction, the fundamental

frequency of the bridge must be greater than 1.3 hertz. If the bridge cannot satisfy these limitations in the vertical direction, the bridge may be proportioned to satisfy the following criteria:

$$f \geq 2.86 \ln \left(\frac{180}{W} \right)$$

Or

$$W \geq 180e^{(-0.35f)}$$

Where:

f = the fundamental frequency in the vertical direction (Hz)

W = The weight of the supported structure, including only dead load (kips)

Allowable Stresses

All allowable stresses for aluminum shall be determined in accordance with the Aluminum Association, Specifications and Guidelines for Aluminum Structures, supplemented by Aluminum Structures, A Guide to Their Specification and Design. Allowable stresses are to be reduced to account for effects due to welding and/or fatigue where applicable. Allowable stresses for Load Combinations which include wind loads may be increased by 25%.

Top Chord Stability

The top chord must be considered as a column with elastic lateral supports at the panel points per Section 7.1.2 of AASHTO Guide Specification. The bridge shall be modeled as either a "U-frame" or an "H frame" depending upon the configuration selected by the truss manufacturer and must meet the requirements in Section 7.1.1 and 7.1.2 of AASHTO Guide Specifications.

Max Superstructure Dead Load

The maximum allowable weight of the replacement bridge superstructure is 48,200 lbs.

FABRICATION

Drain Holes

When the collection of water inside a structural tube is a possibility, the tube must be provided with a drain hole at its lowest point to let water out.

Welds

All aluminum members shall be welded using 5356 aluminum filler wire in accordance with AWS D1.2.

Expansion Slots

Slots shall be cut into bridge bearing area to allow for proper expansion and contraction of the bridge and for seismic movement as indicated on the shop drawings.

Quality Certification

Bridge fabricator must be currently certified by the American Welding Society (AWS) as an AWS Certified Fabricator. Quality control must be in accordance with procedures outlined for AISC certification.

All weld testing must be done by a person qualified in accordance with ASNT SNT-TC-1A. All full penetration welds in the chords are to be ultrasonically tested in accordance with the AWS specification. All fillet and partial penetration groove welds must be 100 percent visually inspected with 10 percent also being magnetic particle tested in accordance with AWS specifications. A written testing report must be submitted upon completion.

DELIVERY, STORAGE, AND HANDLING

Deliver, store, and handle the bridge under manufacturer's written instructions such that you prevent damage.

BEARINGS

Material

All bearing pads shall be 1" thick Ultra-high-molecular-weight (UHMW) polyethylene adequately dimensioned to provide support to the structure over the full travel resulting from expansion and contraction.

Design Temperature Range

The Design Temperature Range will be site specific and must be determined from the Tables in AASHTO Section 3.12.2.2 Temperature Range.

Anchor Bolts

The anchor bolt number, diameter, minimum grade, spacing and embedment shall be as specified on the plans. The contractor is responsible for providing anchor bolts as specified on the plans and install in accordance with the manufacturer's anchor bolt spacing dimensions. The bridge manufacturer must accommodate the anchors as shown on the plans with the design of their bearing plate assembly.

All anchor rods shall be ASTM A304 stainless steel. Insulating washers shall be provided where stainless steel and aluminum contact is anticipated to minimize the potential for galvanic action. Anchor Rods shall be post-installed with products approved by Caltrans.

Information as to bridge support reactions and anchor bolts locations will be furnished by the bridge manufacturer after receipt of order and after bridge design is complete.

ATTACHMENTS

Cover Plate

The joint between the back wall and bridge must be covered with a ¼” thick plate which attaches to the bridge and extends over the gap and onto the top of the foundation system back wall. This plate must have its edges beveled at a 2 Horizontal:1 Vertical angle to minimize the potential trip hazard.

Safety and Hand Rails

Bridge shall incorporate a Combination Rail system consisting of vertical pickets, a graspable top rail, and curb bottom rail, which shall minimize climbing hazards and serve the function of guard, hand, and toe rail. The Combination Rail system shall meet all the dimensional requirements of FDOT Aluminum Pedestrian/Bicycle Picket Railing – Index No. 860 or pre-approved equal.

Top of top rail shall not be less than 48” above the finished deck.

Clear opening between pickets shall reject the passage of a 4” diameter sphere.

Clear opening between bottom rail and finished deck shall reject the passage of a 2” diameter sphere.

Graspable portion of top rail shall be round with a 1 ¼” to 2” OD or equivalent gripping surface.

Ends of handrails shall be returned smoothly to floor or posts.

A 1.5” clear distance between wall and top rail must be maintained.

All geometry is to be smooth with no sharp corners

The contract lump sum price paid for “Provide Aluminum Bridge” includes full compensation for furnishing all labor, materials, tools, equipment, and

incidentals, and for doing all the work involved in providing an aluminum bridge, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The manufacture shall NOT procure materials or fabricate the bridge until receiving approval of the shop drawings from the Engineer. The Engineer will provide NO compensation to the Contractor should the Engineer not accept the bridge design.

45-3. Install Aluminum Bridge

Section 45-3 includes specifications for erecting and installing the prefabricated modular aluminum truss pedestrian bridge. This work includes splicing truss segments together in the field, erecting the truss into final position and bolting the truss to the existing reinforced concrete abutments as depicted in the plans.

Quality Assurance/Quality Control

A qualified representative of the bridge manufacturer must be present during erection.

The contract lump sum price paid for "Place Aluminum Bridge" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the bridge, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

45-4. Electrical Casings and Hangars

The Contractor shall furnish and install two 4-inch hot-dip galvanized rigid steel conduits conforming to the American National Standards Institute (ANSI) Specification C80.1 all related fittings for PG&E's electrical conductors. These conduits shall be consistent with the PG&E Greenbook Section 062288 "Underground Conduits" and feature the following properties:

Rigid Steel Conduit and Fittings

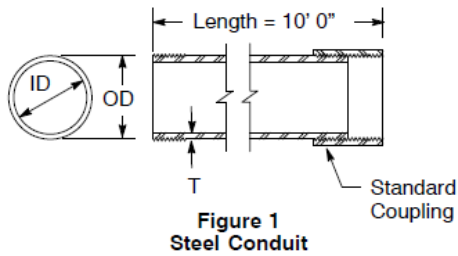


Table 2 Material Material Codes for Rigid Steel Conduit

Conduit Size (inches)	Dimensions (inches)			Weight (lbs.) ¹	Material Code
	OD	ID	T		
2	2.4	2.06	0.154	33	362103
3	3.5	3.06	0.216	69	362092
4	4.5	4.02	0.237	98	362093
5	5.6	5.04	0.258	134	362104
6	6.6	6.06	0.280	177	362141

¹ Weight for one 10-foot length, including one standard coupling furnished with each length.

The Contractor shall prepare a submittal of all proposed materials for review by the Engineer and PG&E. Prior to commencement of construction, the Contractor shall coordinate a pre-install meeting with PG&E. During construction, the Contractor shall comply with all PG&E inspections.

The contract price paid per linear foot for “Electrical Casing and Hangars” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved installing the casing pipe, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 46.
SOIL NAIL WALL

Attention is directed to Section 46-3 "Soil Nails", Section 52 "Reinforcement", Section 53-2 "Structural Shotcrete" and Section 96 "Geosynthetics" of the Standard Specifications, these Special Provisions, the Standard Plans, the Project Plans, and the directions of the Engineer.

A test boring report is not required. See plans for specific details regarding Contractor's responsibilities for testing and installation.

The Contractor must obtain and provide to the Engineer qualifications of the contractor who will perform the finish concrete work, including photos and identification of similar completed projects.

Shotcrete shall have a minimum compressive strength of 5,000 psi.

The soil nails shall comply with the details in the Plans. The Contractor may use a Geo-Drill Injection Anchor System.

The final application of shotcrete shall be textured and tinted to match the native bluffs. An example of the wall's architectural form shall be as follows:



The Contractor shall mockup a 10 foot by 10 foot area for review and approval by the Engineer prior to applying the final finish. **This mockup shall be completed at least 20 days prior to installation of the treatment.** At no cost to the Engineer, the Contractor shall complete additional mockups until the Engineer is satisfied with the finish.

The construction of the soil nail wall includes the raised concrete curb with drain openings installed above the top of bluff as shown in the Plans.

As shown on the Plans, the Contractor shall provide and place a geocomposite wall drain as detailed in Section 96-1.02C of the Standard Specifications.

The contract price paid per square foot for "Soil Nail Wall" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved constructing the soil nail wall, and soil nail wall with raised concrete curb with drain openings, complete in place, including fabricating a mockup as well as placing nails, welded wire reinforcement, and geocomposite drain strip, as shown on the

plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 61.
STORM DRAINS

The Contractor shall adjust the storm drain outfalls of the sizes and types as shown on the Plans. This work shall include confirming the diameter and the type of pipe prior to ordering the material. For the purpose of bidding, on the south side of the abutment, the storm drain is 12" reinforced concrete pipe. On the north side, it is 6" polyvinyl chloride pipe (PVC). The Contractor is advised that the storm drain pipes may need to be cut back to match the future face of wall. If this is required, the Contractor shall cut the pipes creating a smooth face.

If the pipes must be extended, the concrete pipe shall be joined using a bitumen and butyl sealant consistent with ASTM C990. The PVC pipe shall be joined by using a fitting, primer, and cement.

The contract unit paid per "RCP Storm Drain Outfall" and "Plastic Storm Drain Outfall" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in conforming the storm drain pipelines to the soil nail wall, complete in place, including verification of pipe size, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 72. ROCK SLOPE PROTECTION

Attention is directed to Section 72-2 "Rock Slope Protection" of the Standard Specifications, these Special Provisions, the Standard Plans, the Project Plans, and the directions of the Engineer. This work shall include the following:

1. Harvesting and stockpiling existing RSP within the project area upon excavation of sand as described in Section 19-1 "Sand Excavation" of these Special Provisions for re-use as facing RSP.
2. Furnishing and placement of rock slope protection (RSP) as shown on the Plans and within the limits indicated; this shall include the following:
 - The facing RSP shall be a minimum of 2-ton and shall be placed by Method A. As described in Section 72-2 of these Special Provisions.
 - Below the facing, there shall be a filter layer conforming the gradation as indicated on the Plans and as described in Section 72-1 of these Special Provisions.

72-1 Filter Layer RSP

Upon completion of the soil nail wall as described in Section 46 of these Special Provisions, the Contractor shall prepare the subgrade to receive the filter layer of RSP as shown in the Plans and as described in Section 19-3 "RSP Earthwork" of these Special Provisions. The Contractor shall provide and place the filter layer of the gradation shown in the Plans. The Contractor shall use care to NOT damage the shotcrete wall during placement.

The contract price paid per ton for "Import and Place RSP Filter Layer" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved placing the initial layer of RSP, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer will measure this value by calculating the volume as shown in the Plans

and converting from volume to weight by using 2 tons per cubic yard.

72-2 Facing RSP

To prepare for construction of the soil nail wall, the Contractor shall harvest the existing RSP on the site. As directed by the Engineer, the Contractor shall sort this material to seek RSP that is at least 2 tons and is of the highest quality required for the project. This shall require several handlings of the material by the Contractor. All excess material will be exported from the site as discussed in Section 72-3 "Export RSP" of these Special Provisions.

The Contractor shall place the facing RSP to the lines and grades as shown on the Plans. The Contractor shall note that the existing RSP MAY EXCEED 2 tons. No additional compensation will be paid to the Contractor for moving, exporting, and/or placing RSP greater or less than 2 tons.

The Contractor shall conform newly placed RSP to the existing RSP existing along the bluff. This work may require minor adjustments to the existing RSP and sloping of the newly placed RSP as directed in the field by the Engineer.

The contract price paid per ton for "Harvest, Sort, and Place Existing RSP" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the final layer of RSP, complete in place, including harvesting, excavating, moving, stacking, sorting, and placing RSP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Engineer shall pay for "Harvest, Sort, and Place Existing RSP" once. The Contractor WILL NOT BE PAID for shifting and/ or moving material. This quantity is the in-place volume of RSP placed in its FINAL location.

The Engineer will measure this value by calculating the volume as shown in the Plans and converting from volume to weight by using 2 tons per cubic yard.

72-3 Export RSP

Upon completion of placing the facing RSP, the Engineer shall direct the Contractor to export all RSP that was not used. The Contractor shall load, transport, and unload the excess RSP to the Pescadero Quarry (Latitude 37°14'50.52"N and Longitude 122°24'2.70"W), located in Pescadero, California.

The contract price paid per cubic yard for "Export RSP" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing excess RSP from the site, complete in place, including sorting, moving, loading, transporting, and unloading RSP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of this item "Export RSP" required.

END OF SECTION

SECTION 77.
AMENITIES

As shown in the Plans the Contractor shall furnish and install the following elements:

- a. A 70 inch long backed aluminum/ wood bench similar to the FGP Bench by Landscapeforms or equal. The bench shall be anchored to the ground by casting a concrete block below the finished grade. The concrete block shall be 12 inches square by 24 inches deep.
- b. A trash enclosure similar to a FGP Litter by Landscapeforms or equal. The trash enclosure shall be anchored to the ground by casting a concrete block below the finished grade.
- c. A dog waste station that illustrates a pet sign, waste bags, and waste dispenser. The unit shall be fabricated from aluminum or stainless steel. It shall be installed in a cast concrete foundation that is six inches in diameter and 36 inches deep.

These amenities shall be installed on a bed of decomposed granite that is at least 3 inches thick in the location shown in the Plans. The decomposed granite shall be tan in color and stabilized with an admixture to provide a firm surface. The perimeter of the decomposed granite shall be bound by a redwood 2x4 edging.

The lump sum contract price paid for "Bench, trash, and pet waste station" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the site amenities, complete in place, including the site preparation, placement of decomposed gravel, and placement of concrete foundations, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 78.
SURVEY MONUMENTS

The Contractor shall ensure that existing survey monuments are preserved in full compliance with California Business and Professions Code, Chapter 15, §8771. All known existing survey monuments are shown in the Plans.

To comply with this Section, the Contractor shall engage the services of a Licensed Land Surveyor in California to reference all monuments. The Contractor shall satisfy himself or herself that the information shown in the Plans is sufficient to establish the location of the monuments prior to construction and verify to his or her own satisfaction that the monument locations shown are accurate.

For the monument to be removed, the Contractor's surveyor shall complete a pre-construction Record of Survey and identify three (3) reference points. This Record of Survey shall be filed with San Mateo County.

Once the shotcrete wall is installed, the Contractor shall install a new monument, which shall be an iron pipe driven into the ground. The Contractor's surveyor shall complete a Post-Construction Record of Survey that references the new monument to the removed monument. This shall be submitted to San Mateo County within 10 days of installation. The project shall not be accepted until the Post Construction Record of Survey have been approved by the County Surveyor.

The contract price paid for each "Monument Preservation" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating the survey monument, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 80.
FENCES

The Contractor shall furnish fences including a cable rail barrier and a rope fence as indicated in this Special Provision and as shown in the Plans.

80-1 Cable Rail Barrier

The Contractor shall furnish and install a cable rail barrier system in the locations as shown in the Plans. The system shall be composed of posts, rails, cables, and related appurtenances to provide the following:

- a. Barrier must be at least 42 inches above the pedestrian pathway;
- b. A sphere with a diameter of 4 inches or more shall not pass through the barrier;
and
- c. The top rail must be capable of holding a point load of 200 pounds.

All materials used in the barrier's construction shall be aluminum. When the cables are tensioned, there shall be no deformity of the posts. The posts shall be embedded within post pockets placed atop the concrete wall. In locations where the fence is not coincident with the wall, the Contractor shall install foundations as shown in the Plans.

The Contractor shall provide shop drawings for review by the Engineer prior to ordering the cable rail system.

The contract price paid per linear foot for "Cable Rail Barrier" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the barrier, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

80-2 Rope Fence

The Contractor shall install a rope fence in the location as shown on the Plans and matching the existing condition. The Contractor shall provide new posts and rope of

similar size. All posts shall be redwood. The posts shall not be treated with a wood preservative. All posts shall be embedded in the earth to a depth of 24 inches with the hole backfilled and compacted. The installed post shall not yield to horizontal force.

The contract price paid per linear foot for "Rope Fence" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the fence complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

80-3 Wood Fence

The Contractor shall provide and place a wood fence as shown on the Plans. All wood shall be redwood. All fastening hardware shall be marine grade stainless steel.

The contract price paid per linear foot for "Wood Fence" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the fence complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 84. MARKINGS

In coordination with removal of the temporary traffic control devices installed along State Route 1 between Miramar and Magellan Avenues as described in Section 17-7 “State Route 1 Pedestrian Detour Removal” of these Special Provisions, the Contractor shall complete the following tasks in accordance with Section 84-2 “Traffic Stripes and Pavement Markings” of the Standard Specifications:

- Install no passing zone-two direction Detail 22 stripe
- Install right edge line Detail 27B stripe
- Install channelizing line Detail 38 stripe
- Install Type III left arrows to serve access to Miramar Avenue

The Engineer will support the Contractor in layout of the stripes and markings. The Contractor shall provide temporary paint (cat-tracking) of the layout. The Contractor shall review the cat-tracking with the Engineer and modify as directed. The Contractor shall not install the final thermoplastic markings until approved to do so by the Engineer.

THE COST FOR MAINTAINING TRAFFIC ASSOCIATED WITH THESE ITEMS OF WORK SHALL BE INCLUDED IN THE UNIT PRICE PAID AND NOT UNDER BID ITEM NUMBER 2

The contract price paid per linear foot for “Detail 22 Stripe”, “Detail 27B Stripe, and “Detail 38 Stripe” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing stripes, complete in place, including traffic control, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square foot for “Type III Left Arrow” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing arrows, complete in place, including traffic

control, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The County reserves the right to eliminate any or all of these items in Section 84 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.

SECTION 86.
ELECTRICAL CONDUITS

If PG&E cannot perform the work to connect the underground conduits to the new conduits crossing the bridge, the Contractor shall perform the work as directed by the Engineer. The two conduits shall be 4 inches in diameter and shall be polyvinyl chloride (PVC) Schedule 40 conduits. The conduits and associated couplings, fittings, and bends shall comply with the following:

- National Electric Manufacturers Association (NEMA): NEMA TC-2 for straight conduit, couplings and NEMA TC-3 for fittings and bends.
- Underwriters Laboratory (UL): UL 651 or Electrical Testing Labs (ETL) that conforms to UL 651.
- UL 651 or ETL conforms to UL 651 must be marked on the outside wall of the PVC schedule 40.
- Rigid PVC Schedule 40 conduits, couplings, fittings, and bends must be gray in color

The conduit shall be installed in accordance with the PG&E GreenBook and shall be inspected by PG&E prior to final backfill.

The contract price paid per linear foot for “Electrical Conduits” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the conduits, complete in place, including trenching, backfill, and surface restoration, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The County reserves the right to eliminate this item, “Electrical Conduits,” 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.

END OF SECTION

SECTION 100.

CONSTRUCTION STAKING

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

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

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

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

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

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

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

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

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

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

The contract lump sum price paid for "Construction Staking" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in project layout, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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.

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

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

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

Submit to:

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

Information and support: 888-442-2666
www.smcsustainability.org/waste-reduction/construction-demolition

Section One: Permit Application

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

Applicant's Name: _____ Owner's Name: _____

Phone Number: _____ Email: _____

Applicant is (please check one): Owner Architect Builder Owner/Builder Other _____

Contractor (if applicable): _____ Contact Phone Number: _____

Project Description: _____

Project Square Footage: _____ Estimated Completion Date: _____

Waste Management Requirements:

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

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

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

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

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

1) Deconstruction/salvage/reuse:

What materials will be salvaged/reused? _____

Deconstruction or salvage company (if applicable): _____

What materials will be reused on site? _____

How will this be documented? _____

2) Material transportation:

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

Hauler Debris Box Self-haul

If using a hauling or debris box company, which company? _____

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

3) Waste management plan:

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

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

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

Applicant Signature _____ **Date** _____

<p>County Approval: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with comments <input type="checkbox"/> Denied</p> <p>All receipts, weight tags and documentation for salvage, recycling, and disposal must be submitted:</p> <p><input type="checkbox"/> On completion of project <input type="checkbox"/> Other _____</p> <p>Office of Sustainability Approval: _____ Date: _____</p>
--



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

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

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

Comments :

Appendix B

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"¹ (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 information² 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

¹ Available for download at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf

² 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 CIWQS³ 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 Program⁴ objectives, assess compliance, and enforce the requirements of the SSS WDRs.

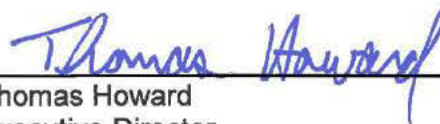
IT IS HEREBY ORDERED THAT:

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



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

⁴ Statewide Sanitary Sewer Overflow Reduction Program information is available at: http://www.waterboards.ca.gov/water_issues/programs/ssso/

ATTACHMENT A

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

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

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

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
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: <ul style="list-style-type: none">• Reach surface water and/or reach a drainage channel tributary to a surface water; or• 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).
CATEGORY 2	Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not 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 within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

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

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	<ul style="list-style-type: none"> • Within two hours of becoming aware of any Category 1 SSO 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, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number. 	Call Cal OES at: (800) 852-7550
REPORTING (see section C of MRP)	<ul style="list-style-type: none"> • 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. • 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. • Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. • 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. • "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. • Collection System Questionnaire: Update and certify every 12 months. 	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee's Legally Responsible Official(s).
WATER QUALITY MONITORING (see section D of MRP)	<ul style="list-style-type: none"> • Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters. 	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.
RECORD KEEPING (see section E of MRP)	<ul style="list-style-type: none"> • SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume. 	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 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, 15th 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.

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

CERTIFICATION

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

7/30/13

Date



Jeanine Townsend
Clerk to the Board

Appendix C

Sample “Payment Bond” Form

Sample “Performance Bond” Form

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

their assigns in any suit brought upon this bond.

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

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

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

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

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

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

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

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

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

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

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

Appendix D

Daily Personnel and Equipment Log

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.: P31J1

Project: Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project

Contractor: (Name of Contractor)

Is this log for Subcontractor? Yes No

If yes, Name of Subcontractor: _____

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

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

Environmental/Encroachment Permit Documents:

Mitigation Measures and Mitigation Monitoring and Reporting Program

**San Francisco Bay Regional Water Quality Control Board 401
Water Quality Certification**

**California Department of Fish and Wildlife Lake or Streambed
Alteration Agreement**

Army Corps of Engineers

Coastal Development Permit

City of Half Moon Bay Encroachment Permit (Forthcoming)

**California Department of Transportation Encroachment
Permit (Forthcoming)**

Mirada Road Pedestrian Bridge Replacement and Bank Stabilization
County of San Mateo Department of Public Works
Mitigation Monitoring & Reporting Program

Impact	Mitigation Measure	Mitigation Action(s)	Mitigation Timing	Action/ Oversight Responsibility
<p>Biological Resources</p> <p>Impact BIO-1: The proposed project could result in potentially significant impacts to special-status species during construction activities. Implementation of mitigation measures BIO-1A through BIO-1E would reduce impacts to special-status species during construction to a less-than-significant level.</p>	<p>BIO-1A: Prior to construction activities, the project proponent shall retain a qualified biologist to conduct an Employee Education Program for the construction crew. The biologist shall meet with the construction crew at the project site at the onset of construction to educate the construction crew on the following: 1) the appropriate access route(s) in and out of the construction area and a review of the project boundaries; 2) all special-status species that may be present, their habitat, and proper identification; 3) the specific mitigation measures that will be incorporated into the construction effort; 4) the general provisions and protections afforded by the regulatory agencies; and 5) the proper procedures if a special-status species is encountered within the project site.</p> <p>BIO-1B: If possible, construction shall be scheduled between September 16 and January 31 to avoid the nesting season for raptors and other migratory birds. If this is not possible, pre-construction surveys for nesting raptors and other migratory birds shall be conducted by a qualified biologist or ornithologist to identify active nests that may be disturbed during project implementation onsite and within 250 feet of the site. The survey area of 250 feet is a typical distance that could be reduced or expanded at the discretion of the qualified biologist/ornithologist. Between February 1 and September 15, pre-construction surveys shall be conducted for raptors and nesting birds within 14 days prior to the initiation of ground disturbing activities. Pre-construction surveys will be conducted by a qualified biologist/ornithologist for nesting birds and raptors within the onsite trees as well as all trees within 250 feet of the site.</p>	<p>Project proponent to retain qualified biologist to conduct Employee Education Program for the construction crew.</p>	<p>Prior to construction activities.</p>	<p>Qualified biologist to meet with construction crew; oversight by County.</p>
		<p>Contractor to schedule construction activities outside of nesting season (between September 16 through January 31st). If construction cannot be rescheduled, qualified biologist/ ornithologist to conduct preconstruction surveys and establish construction-free buffer zones as needed.</p>	<p>Within 14 days prior to the initiation of ground disturbing activities.</p>	<p>Qualified biologist/ ornithologist to conduct surveys and establish buffer zones; oversight by County.</p>

Mirada Road Pedestrian Bridge Replacement and Bank Stabilization County of San Mateo Department of Public Works Mitigation Monitoring & Reporting Program				
Impact	Mitigation Measure	Mitigation Action(s)	Mitigation Timing	Action/ Oversight Responsibility
	<p>If an active nest is found in or close enough to the construction area to be disturbed by these activities, the biologist/ornithologist, shall designate a construction-free buffer zone around the nest. Buffer distances will be determined by the qualified biologist/ornithologist. The construction-free buffer zone shall be maintained until after the breeding season has ended and/or a qualified biologist/ornithologist has determined that the young birds have fledged.</p> <p>BIO-1C: To reduce potential impacts to special-status plant species with the potential to occur on site prior to the start of construction, a qualified botanist shall conduct surveys for sensitive plant species during the appropriate blooming season for each species. Surveys shall be conducted in accordance with <i>California Department of Fish and Wildlife's (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities</i>. If any special-status plant species are identified within the area of potential impact, they shall be avoided when possible or transplanted to appropriate areas in or adjacent to the project site prior to the initiation of construction activities and monitored annually for three years. If the transplanted species fail to survive during this monitoring period, they shall be replaced at a ratio of 1:1 and the three-year monitoring period shall re-commence. If the plants cannot be transplanted to another portion of the property, an alternate location near the project site may be utilized with permission of the landowner.</p> <p>BIO-2A: The project contractor shall implement applicable Best Management Practices (BMPs) and conservation measures detailed in the County of San Mateo Watershed Protection Program's Maintenance Standards and the San</p>	<p>Qualified botanist to conduct surveys for sensitive plant species during the appropriate blooming season.</p> <p>If any special-status plant species are identified within the area of potential impact, contractor to avoid when possible. Qualified botanist to conduct transplanting and monitor success.</p>	<p>Prior to the start of construction.</p>	<p>Qualified biologist to conduct surveys and any plantings; oversight by County.</p>
<p>Impact BIO-2: The proposed project may result in impacts to sensitive riparian habitat</p>		<p>Project contractor to implement applicable BMPs and conservation measures.</p>	<p>Prior to and during construction activities.</p>	<p>Contractor to implement BMPs; oversight by County.</p>

**Mirada Road Pedestrian Bridge Replacement and Bank Stabilization
County of San Mateo Department of Public Works
Mitigation Monitoring & Reporting Program**

Impact	Mitigation Measure	Mitigation Action(s)	Mitigation Timing	Action/ Oversight Responsibility
<p>through habitat modification. Impacts to sensitive habitat would be considered a potentially significant impact. This impact can be reduced to a less-than-significant level through implementation of mitigation measures BIO-2A through BIO-2F identified below.</p>	<p>Mateo Countywide Pollution Prevention Program Construction BMPs during construction.</p> <p>BIO-2B: To protect water quality during construction, include the following measures on the construction specifications, with construction oversight by a qualified biological monitor:</p> <ul style="list-style-type: none"> Stationary equipment such as motors, generators, and welders located within 100 feet of the stream shall be stored overnight at staging areas and will be positioned over drip pans. Any hazardous or toxic materials deleterious to aquatic life that could be washed into a basin shall be contained in watertight containers or removed from the project site. All construction debris and associated materials stored in staging areas shall be removed from the work site upon completion of the project. Whenever possible, refueling of equipment shall take place within turnouts or staging areas at least 50 feet from the top of bank or other wetland. All refueling shall be conducted over plastic bags filled with sawdust or other highly absorbent material. Clean-up materials for spills will be kept on hand at all times. Any accidental spills of fuel or other contaminants will be cleaned up immediately. <p>BIO-2C: The project contractor shall install protective fencing prior to and during construction to keep construction equipment and personnel from impacting riparian vegetation outside of work limits. A qualified</p>	<p>Implement identified measures on all construction specifications.</p>	<p>During construction</p>	<p>Contractor to implement water quality measures; oversight by qualified biological monitor.</p>
		<p>Project contractor to install protective fencing. Measure shall be</p>	<p>Prior to and during construction.</p>	<p>Contractor to install protective fencing; qualified biological</p>

**Mirada Road Pedestrian Bridge Replacement and Bank Stabilization
County of San Mateo Department of Public Works
Mitigation Monitoring & Reporting Program**

Impact	Mitigation Measure	Mitigation Action(s)	Mitigation Timing	Action/ Oversight Responsibility
	<p>biological monitor with the education and experience necessary to delineate riparian vegetation shall supervise the installation of protective fencing. This measure shall be included in the project's plans and specifications.</p>	<p>included in project's plans and specifications.</p>		<p>monitor to supervise/oversee.</p>
	<p>BIO-2D: For project activities that impact the riparian corridor (bed and bank features) of Arroyo de en Medio the project proponent shall consult with CDFW and, if required, shall acquire any necessary permits for project activities. The project proponent shall comply with all the conditions of permits issued for the project. Conditions may include, but are not limited to: development of revegetation and restoration plans and procedures, environmental awareness training, pre-construction wildlife surveys, and/or biological monitoring.</p>	<p>Project proponent to consult with CDFW and acquire any necessary permits for project activities.</p>	<p>Prior to project activities that impact the riparian corridor.</p>	<p>County to obtain permit from CDFW if needed; oversight by CDFW.</p>
	<p>BIO-2E: The project proponent shall obtain a Coastal Development Permit as required for project activities. The project proponent shall comply with all conditions of permit issued for the project. Conditions may include, but are not limited to, development of revegetation and restoration plans and procedures, environmental awareness training, pre-construction wildlife surveys, and/or biological monitoring.</p>	<p>Project proponent to obtain a Coastal Development Permit.</p>	<p>Prior to construction.</p>	<p>County to obtain permit from California Coastal Commission (CCC) if needed; oversight by CCC.</p>
	<p>BIO-2F: All disturbed areas shall be revegetated with an appropriate native seed mix.</p>	<p>Contractor to revegetate disturbed areas with appropriate native seed mix.</p>	<p>Following construction.</p>	<p>Contractor to revegetate; oversight by County.</p>
<p>Impact BIO-3: The proposed project may result in impacts to wetlands and other waters potentially under the jurisdiction of the USACE, CCC, and/or</p>	<p>BIO-3A: Impacts to areas of wetland and other water shall be avoided to the greatest extent possible. If impacts to areas of wetlands and other water is unavoidable, the area impacted shall be confined to the smallest area possible. BIO-3B: For project activities that impact wetlands or other waters requiring permits from United States Army Corps of Engineers (USACE) and the Regional Water Quality</p>	<p>Contractor to avoid wetland areas and other water to the extent possible. Project proponent to obtain permits from USACE and RWQCB,</p>	<p>Prior to and during construction. Prior to project activities that</p>	<p>Contractor to avoid wetlands; oversight by County. County to obtain permits from USACE and</p>

**Mirada Road Pedestrian Bridge Replacement and Bank Stabilization
County of San Mateo Department of Public Works
Mitigation Monitoring & Reporting Program**

Impact	Mitigation Measure	Mitigation Action(s)	Mitigation Timing	Action/ Oversight Responsibility
RWQCB. Impacts to wetlands and other waters would be a potentially significant impact. This impact can be reduced to a less-than-significant level through implementation of mitigation measures BIO-2A through BIO-2C, identified above, and BIO-3A through BIO-3D below.	Control Board (RWQCB), the project proponent shall obtain permits and comply with all permit requirements.	and comply with permit requirements. See also Mitigation BIO-2E above.	impact wetlands or other waters.	RWQCB; USACE and RWQCB.
BIO-3C: If water is present in the creek during construction activities, the water shall be diverted around the work area to isolate it to prevent pollutant from entering and protect water quality. To isolate the work area, water-tight cofferdams shall be constructed upstream and downstream of the work area and water diverted through a suitably sized pipe, from upstream of the upstream cofferdam and discharged downstream of the downstream cofferdam. Cofferdams shall be constructed of a non-erodible material which does not contain soil or fine sediment. Cofferdams and the stream diversion system shall remain in place and functional throughout the construction period. If the cofferdams or stream diversion fail, they shall be repaired immediately. Flow diversions shall be done in a manner that prevents pollution and/or siltation and that provides flows to downstream reaches. Flows to downstream reaches shall mimic natural flow patterns. Said flows shall be of sufficient quality and quantity and appropriate temperature to support fish and other aquatic life both above and below the diversion structure. The water diversion shall be constructed with the least amount of disruption to the channel.	If present in the creek, water to be diverted around the work area using water-tight cofferdams.	During construction activities.	During and following construction activities.	Contractor to divert any water present in the creek; oversight by County.
BIO-3D: All contaminated (including muddy) water from construction activities shall be pumped into a holding facility or into a settling pond located in flat stable areas outside of the stream channel.	Contaminated water to be pumped into a holding facility or into a settling pond.	During and following construction activities.	During and following construction activities.	Contractor to pump water into a holding facility; oversight by County.
Cultural Resources				
Impact CR-1: Should the project require excavation	CR-1: If the project requires excavation near or on the top surface of the adjacent coastal terrace (i.e., the dark native	County to retain qualified archaeologist to monitor	During excavation	Archaeologist to monitor

**Mirada Road Pedestrian Bridge Replacement and Bank Stabilization
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Impact	Mitigation Measure	Mitigation Action(s)	Mitigation Timing	Action/ Oversight Responsibility
<p>near or on the top surface of the adjacent coastal terrace (i.e., the dark native strata at the top of the beach cliff), it is possible that prehistoric or historic archaeological resources could be encountered. This impact will be reduced to a less-than-significant level with implementation of the following mitigation.</p> <p>Impact CR-2: Human remains could be encountered during excavation activities. This impact will be reduced to a less-than-significant level with implementation of the following mitigation.</p>	<p>strata at the top of the beach cliff), the County shall retain a qualified archaeologist to monitor excavation activities, identify any resources encountered, and develop and implement appropriate recommendations.</p>	<p>excavation activities, identify any resources encountered, and develop and implement recommendations.</p>	<p>activities near or on top of the surface of the adjacent coastal terrace.</p>	<p>excavation activities.</p>
<p>Impact CR-2: Human remains could be encountered during excavation activities. This impact will be reduced to a less-than-significant level with implementation of the following mitigation.</p>	<p>CR-2: In the event that human remains are discovered during construction, the contractor shall cease all excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains. The San Mateo County Coroner shall be notified and shall make a determination as to whether the remains are Native American. If the Coroner determines that the remains are not subject to his authority, Coroner shall notify the Native American Heritage Commission to identify descendants of the deceased Native American.</p>	<p>Contractor to cease all excavation or disturbance of the site or nearby areas and notify San Mateo County Coroner.</p>	<p>During construction, if human remains are discovered.</p>	<p>Coroner to determine if remains are Native American and if so, notify NAHC to identify most likely descendants; oversight by County.</p>



CALIFORNIA

Water Boards



GAVIN NEWSON
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

**CLEAN WATER ACT SECTION 401 WATER QUALITY
CERTIFICATION AND ORDER
FOR THE**

Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project

San Mateo County

Sent via electronic mail: No hard copy to follow

Effective Date: March 25, 2021
Place ID: 867486
WDID No.: 2 CW438735
Corps File No.: 2016-00031S

Applicant: County of San Mateo, Department of Public Works
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Redwood City, CA 94063
Phone: (650) 599-1436
Attn: Krzysztof Lisaj (klisaj@smcgov.org)

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JIM McGRATH, CHAIR | MICHAEL MONTGOMERY, EXECUTIVE OFFICER

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♻️ RECYCLED PAPER

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Certification and Order Coverage

This Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order (Order) is issued to the County of San Mateo (Permittee).

Pursuant to CWA section 404, the Permittee requested authorization to fill and discharge to waters of the U.S. from the U.S. Army Corps of Engineers (Corps), Regulatory Branch. At the time of this Certification's issuance, the Corps has not yet authorized the Project (Corps File No. 2016-00031S).

The Permittee applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification verifying the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project (Project) does not violate State water quality standards. The application for Certification was received on June 11, 2020. Supplemental information was received, upon request by Water Board staff, through March 22, 2021.

The following sections are derived from the Application and supplemental information.

1. Project

The Project consists of removing and replacing an existing pedestrian bridge and stabilizing the adjacent bluff and creek banks.

1.1 Site Description and Background

The Project site located approximately 0.15 miles west of State Route 1 in both an unincorporated community of Miramar and in the City of Half Moon Bay (Lat. 37.493358, Long. -122.459856). The Project area extends along the bluff below Mirada Road, from Medio Avenue to the Mirada Road cul-de-sac south of the existing pedestrian bridge. The Permittee maintains the existing shoreline boulder revetment located along the coastal bluffs below Mirada Road, from Magellan Avenue to the north side of the pedestrian bridge, and the City of Half Moon Bay maintains the portion from the south side of the pedestrian bridge to the Mirada Road cul-de-sac. The pedestrian bridge, part of the Half Moon Bay Coastal Trail, spans a gap between the coastal bluffs over the mouth of Arroyo de en Medio (Creek) at its confluence with the Pacific Ocean at Miramar Beach.

The Project will remove and replace the existing pedestrian bridge and will stabilize an adjacent eroding bluff that experienced extensive erosion associated with storms during the 2015/2016 and 2016/2017 rainy seasons. On July 27, 2020, the Permittee closed the existing pedestrian bridge due to its condition and potential public safety concerns. The erosion will be stabilized using a combination of shotcrete with soil nail walls and rock slope protection (RSP).

1.2 Construction Summary

The Project's construction activities that will directly impact waters of the State include removing and replacing the existing pedestrian bridge, installing the shotcrete wall, stabilizing the Creek banks and coast side bluff, and accessing the beach during construction. The existing concrete arch and metal pedestrian bridge will be removed and replaced with a new aluminum pedestrian bridge. To protect the bridge, trail, roadway, utilities, and properties, the Project will

install shotcrete walls with tieback anchors and stabilize the bluff face and sections of the north and south banks of the Creek with RSP. The Project will also relocate utilities supported by the existing bridge. The Project will be constructed in two phases: 1) bluff stabilization and preparation for the new bridge; and 2) relocate utilities along the existing bridge, remove the concrete arch and metal pedestrian bridge and install final shotcrete walls, install RSP, and install the new pedestrian bridge.

2. Impacts to Waters of the State

The Water Board has independently reviewed the Project record to analyze impacts to water quality and the environment and designated beneficial uses within the Project’s watershed.

2.1 Fill and Discharge

The Project will permanently and temporarily impact approximately 0.065 acre and 0.296 acre of waters of State, respectively, as shown in Table 1.

Table 1: Summary of the Project's permanent and temporary impacts by habitat type and activity.

Activity	Aquatic Resource Type	Impact Type	Permanent	Temporary
			Area (acres)	Area (acres)
Install soil nail wall	Stream Channel and Riparian Habitat	Degradation	0.028	NA
Install RSP to stabilize the bank	Stream Channel and Riparian Habitat	Degradation	0.037	NA
Install construction access path at the southeaster corner of the existing bridge	Stream Channel and Riparian Habitat	NA	NA	0.021
Excavate beach sand at foot of bank stabilization location and temporarily store RSP during construction	Ocean	NA	NA	0.275
<i>Subtotal</i>			<i>0.065</i>	<i>0.296</i>
Total			0.361 acre	

3. Mitigation

Compensatory mitigation is not required for the Project’s impacts to waters of the State. The Project’s impacts will occur from stabilizing the eroding bluff and protecting the new bridge. The Project’s stabilization measures will prevent further erosion and only result in minor permanent impacts to waters of the State. The Project’s temporary impacts will occur from temporary disturbance during Project construction, and as such, the temporarily disturbed areas along the beach and existing riprap areas will be returned to their pre-Project condition or better once construction is complete. Therefore, the Project is not anticipated to result in any adverse effects to waters of the State. No mitigation is required at this time.

4. California EcoAtlas

Regional, state, and national studies have determined that tracking of mitigation and restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. To effectively carry out the State’s Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both losses and

successes of mitigation and restoration projects affecting wetlands and other waters of the State. The Water Board must also track project performance in Bay Area creeks subject to routine repair and maintenance activities, such as recurring instabilities. Therefore, we adopted the digital interactive mapping tool called *EcoAtlas*.^[1] *EcoAtlas* is a web-based tool that integrates maps, project plans, site conditions, restoration efforts, and other elements on a project-by-project basis based on data inputs. Accordingly, we require the Permittee to upload their Project information to *EcoAtlas* with the *Project Tracker* tool at <https://ptrack.ecoatlas.org> (see Condition 9). The San Francisco Estuary Institute developed *EcoAtlas* and maintains detailed instructions for *Project Tracker* on its website at <https://ptrack.ecoatlas.org/instructions>.

5. CEQA Compliance

The Permittee, as lead agency, evaluated and mitigated the Project's potentially significant impacts in accordance with the California Environmental Quality Act (CEQA), Public resources Code Section 2100 *et seq.* and title 14, California Code of Regulations (14 CCR) Sections 15000 to 15387. The Project's environmental impacts were evaluated in *Initial Study/Mitigated Negative Declaration, Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project* (County of San Mateo, December 2020) (IS/MND). On February 12, 2021, the Permittee filed a Notice of Determination (NOD) for the Project with the Office of Planning and Research (State Clearinghouse No. 2020120284). The Water Board, as a responsible agency under CEQA, has determined that the IS/MND Addendum, in combination with this Certification's requirements, appropriately addresses the Project's potentially significant impacts under the Water Board's purview and the NOD is appropriate.

6. Conditions

I, Michael Montgomery, Executive Officer, do hereby issue this Order certifying that any discharge from the proposed Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the CWA, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this Order, including the following:

6.1 Regulatory Compliance and Work Windows

1. **Design Conformance.** The Project work shall be constructed in conformance with the design plans submitted with the Application and supplemental materials and as described in the therein and this Certification. Any changes to these plans that may impact waters of the State must be accepted by the Executive Officer before they are implemented. To request Executive Officer acceptance, the Permittee shall submit the proposed revisions, clearly marked and described, to the attention of the Water Board staff listed on the cover page of this Order. The Permittee shall not implement the

^[1] Source: California Wetlands Monitoring Workgroup (CWMW). *EcoAtlas*. Accessed March 12, 2019. <https://www.ecoatlas.org>. CWMW includes SFEI, State Board, U.S. EPA-Region IX, and other agencies with similar goals to track effects of projects in wetlands and other aquatic habitats.

- proposed revisions until notified that they have been accepted by the Executive Officer;
2. **Corps Permit Compliance.** The Permittee shall adhere to the conditions of the Project's CWA Section 404 NWP (Corps File No. 2016-00031S), when issued;
 3. **Special Status Species.** This Certification does not allow for the take, or incidental take, of any special status species. The Permittee shall contact the Corps to request appropriate protocols prescribed by the United State Fish and Wildlife (USFWS) and National Marine Fisheries Service (NMFS) to ensure that Project activities do not impact the Beneficial Use of the Preservation of Rare and Endangered Species, and shall implement the provided protocols, as appropriate;
 4. **Precipitation and Construction Planning.** Precipitation forecasts shall be considered when planning construction activities. The Permittee shall monitor the 72-hour forecast from the National Weather Service at <http://www.nws.noaa.gov>. When there is a forecast of more than 40% chance of rain, or at the onset of unanticipated precipitation, the Permittee shall remove all equipment from waters of the State, implement erosion and sediment control measures (e.g., jute, straw, coconut fiber erosion control fabric, coir logs, straw), and cease all Project activities. If any construction activities will occur after October 15, a Winterization Plan shall be submitted to the Executive Officer for review and acceptance and contain, but not be limited to, the following:
 - a) **Activities and Timeline Description**—for any proposed activity that will begin or end after October 1, the activity and its respective construction timeline, from start to finish, shall be described in detail.
 - b) **Erosion Control Measures**—all erosion control measures shall be described in detail, including, but not limited to, the type of erosion control measure and its material, implementation timeline, and best management practices to be used during and after implementation;

6.2 General Construction

5. **Discharge Prohibition.** No unauthorized construction-related materials or wastes shall be allowed to enter into or be placed where they may be washed by rainfall or runoff into waters of the State. When construction is completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be discharged to waters of the State;
6. **Equipment Maintenance Prohibition.** No fueling, cleaning, or maintenance of vehicles or equipment shall take place within waters of the State, or within any areas where an accidental discharge to waters of the State may occur; and construction materials and heavy equipment must be stored outside of waters of the State. When work within waters of the State is necessary, best management practices shall be implemented to prevent accidental discharges;

7. **Beneficial Use Impacts.** All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat; measures shall be employed to minimize disturbances along waters of the State that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation;

6.3 Pre-Construction Reporting and Other Requirements

8. **Construction General Permit.** The Permittee shall obtain coverage under and comply with the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002, as amended, and as may be subsequently reissued;
9. **EcoAtlas Form.** The Permittee shall input Project information into *EcoAtlas* no later than 14 days from this Certification's issuance date, consistent with Section 4 herein. The Project information shall be added to the *Project Tracker* tool in *EcoAtlas* online at <https://ptrack.ecoatlas.org>. Instructions for adding information to *EcoAtlas* are available at <https://ptrack.ecoatlas.org/instructions>, or by contacting the Water Board staff listed on the cover page of this Certification;
10. **Commencement of Construction.** The Permittee shall submit a Commencement of Construction Report acceptable to the Executive Officer. The Commencement of Construction Report shall be submitted no later than seven days prior to start of initial ground disturbance activities and notify the Water Board at least 48 hours prior to initiating in-water work and any stream diversions. Notification may be via telephone, email, delivered written notice, or other verifiable means. The Commencement of Construction shall be submitted in same timeframe specified herein for multiple construction seasons, if necessary;
11. **Photo-Documentation Points.** Prior to the start of construction, the Permittee shall establish a minimum of 10 photo-documentation points at the Project site where Project related impacts to waters of the State occur. The points shall be used to track the Project's construction impacts, the pre- and post-construction condition, and overall Project success. The Permittee shall prepare a site map with the photo-documentation points clearly marked. Prior to and following construction, the Permittee shall photographically document the immediate pre- and post-Project condition at locations where impacts to waters of the State occur, including temporary impacts. These post-construction photographs and map shall be submitted, along with the as-built and construction completion reports (See Conditions 12 and 13);

6.4 Active Construction and Post-Construction Reporting Requirements

12. **As-Built Report.** The Permittee shall prepare an as-built report acceptable to the Executive Officer. The as-built report shall be submitted to the Water Board no later than 60 days after completing Project construction activities, including revegetation. The report shall include a description of the areas of actual disturbance during Project construction and the photographs and map specified in Condition 11. The report shall

clearly identify and illustrate the Project site, the locations of permanent and temporary impacts, and the species and quantities of any vegetation planted in waters of the State. The as-built report shall include the 100 percent construction plans marked with the contractor's field notes that clearly depict any deviations made during construction from the designs reviewed by the Water Board;

13. **Project Construction Completion Report.** The Permittee shall submit a Notice of Project Construction Completion (Completion Notice) acceptable to the Executive Officer to notify the Water Board that the Project has been completed. The Completion Notice shall be submitted to the Water Board no later than 60 days after completing Project construction activities. The Completion Notice shall include the as-built report (see Condition 12), the post-construction photographs (see Condition 11), the date of the first Project-related disturbance of waters of the State occurred, Place ID 867486, and the date construction was completed. The Completion Notice shall be sent via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead);
14. **Annual Project Status.** The Permittee shall submit an Annual Project Status Report acceptable to the Executive Officer. The Annual Project Status report shall be submitted each year by January 31 until the Project is completed, commencing the calendar year after this Certification's issuance. The report shall reference Place ID 867486 and state whether Project construction activities have been initiated or delayed. The Annual Project Status Report shall continue until a Notice of Project Construction Completion is received (see Condition 13);

6.5 Administrative and General Compliance

15. **Site Access.** The Permittee shall grant Water Board staff or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to: (1) enter upon the Project site or compensatory mitigation site(s) where a regulated facility or activity is located or conducted, or where records are kept; (2) have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order; (3) inspect any facilities, equipment, practices, or operations regulated or required under this Order; and (4) sample or monitor for the purposes of assuring Order compliance;
16. **Certification and Order at Site.** A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors;
17. **Ownership Change Notification.** The Permittee shall provide a signed and dated notification to the Water Board of any change in ownership or interest in ownership of any Project area at least 10 days prior to the transfer of ownership. The purchaser shall also submit a written request to the Water Board to be named as the permittee in an amended order. Until this Order has been modified to name the purchaser as the

- permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order;
18. **Water Quality Violations Notification.** The Permittee shall notify the Water Board of any violations of water quality standards, along with the cause of such violations, as soon as practicable (ideally within 24 hours). Notification may be via telephone, email, delivered written notice, or other verifiable means;
 19. **Discharge Change Notification.** In accordance with Water Code section 13260, the Permittee shall file with the Water Board a report of any material change or proposed change in the ownership, character, location, or quantity of this waste discharge. Any proposed material change in operation shall be reported to the Executive Officer at least 30 days in advance of the proposed implementation of any change. Changes to discharges include, but are not be limited to, significant new soil disturbances, proposed expansions of development, or any change in drainage characteristics at the Project site. For the purpose of this Order, this includes any proposed change in the boundaries of the area of wetland/waters of the State to be impacted;
 20. **Submittal of Reports.** Where this Certification requires submittal of reports, including plans, reports, or related information, the submitted reports shall be acceptable to the Executive Officer;
 21. **Individual Waste Discharge Requirements.** Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to Water Code sections 13263 and/or 13377 and 23 CCR section 3857;
 22. **Expiration.** This Order shall continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project;

6.6 Standard Conditions

23. **Certification and Order Modification.** This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code sections 13320 and 13330 and 23 CCR section 3867;
24. **Hydroelectric Facilities.** This Order does not apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought;
25. **Application Fee.** This Certification and Order is conditioned upon full payment of the required fee, including annual fees, as set forth in 23 CCR section 3833. The required \$6,254 Project fee, calculated using the 2019/2020 Water Quality Certification Dredge and Fill Application Fee Calculator, Category A– *Fill and Excavation Discharges*, was received by the Water Board in full. The Water Board

received two payments for the Project totaling \$7,571: \$5,313 on June 11, 2020, and \$2,258 on September 29, 2020. Therefore, the Water Board will issue a \$1,317 refund to the Permittee;

6.7 Annual Fees

26. **Annual Fee.** In accordance with 23 CCR section 2200, the Permittee shall pay an annual fee to the Water Board each fiscal year (July 1 – June 30) until Project construction activities are completed and an acceptable Notice of Project Construction Completion is received by the Water Board. If monitoring is required, the Permittee shall pay an annual fee to the Water Board until monitoring activities are completed and an acceptable Notice of Mitigation Monitoring Completion is received by the Water Board (Note: the Annual Post Discharge Monitoring Fee may be changed by the State Water Board; at the time of Certification it was \$1,736 per year for Category A projects). Annual fees will be automatically invoiced to the Permittee. **The Permittee must notify the Water Board at Project and/or mitigation completion with a final report in order to request to terminate annual billing. Notification should be sent to the staff listed at the bottom of this Order and to RB2-401Reports@waterboards.ca.gov.** Water Board staff will verify conditions of the Certification have been met and may request a site visit at that time to confirm the Project's status and compliance with this Certification.

This Order applies to the Project as proposed in the application materials and designs referenced above in the conditions of Certification. Be advised that failure to implement the Project in conformance with this Order is a violation of this Certification. Any violation of Certification conditions is a violation of State law and subject to administrative civil liability pursuant to Water Code sections 13350, 13385, or 13399.2. Failure to meet any condition of this Certification may subject the Permittee to civil liability imposed by the Water Board to a maximum of \$25,000 per day of violation and/or \$25 for each gallon of waste discharged in violation of this action above 1000 gallons. Any requirement for a report made as a condition to this Certification (e.g., conditions 4, 8-14, and 17-19) is a formal requirement pursuant to Water Code sections 13267 and 13383, and failure or refusal to provide, or falsification of such required report, is subject to civil liability as described in Water Code section 13268 and criminal liability under 13387. The burden, including costs, of these reports bears a reasonable relationship to the need for the report and the benefits to be obtained. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements.

If you have any questions concerning this Order, please contact Tahsa Sturgis of my staff at (510) 622-2316 or tahsa.sturgis@waterboards.ca.gov. All future correspondence regarding this Project should reference the Place ID No. indicated at the top of this letter.

Sincerely,



Digitally signed by
Keith H. Lichten,
Division Chief
Date: 2021.03.25
14:22:52 -07'00'

for Michael Montgomery
Executive Officer

cc: SWRCB, DWQ, stateboard401@waterboards.ca.gov
Water Board, Victor Aelion, victor.aelion@waterboards.ca.gov
CDFW, Wesley Stokes, wesley.stokes@wildlife.ca.gov
U.S. EPA, Region IX, Jennifer Siu, siu.jennifer@epa.gov
Corps, SF Regulatory Branch:
Katerina Galacatos, katerina.galacatos@usace.army.mil
Jenna Rais, jenna.s.rais@usace.army.mil
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California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



July 13, 2021

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

Dear Mr. Lisaj:

Final Lake or Streambed Alteration Agreement, Notification No. 1600-2020-0190-R3, Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Initial Study/Mitigated Negative Declaration for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Serena Stumpf, Environmental Scientist at (707) 337-1364 or by email at Serena.Stumpf@wildlife.ca.gov.

Sincerely,

DocuSigned by:

Craig J. Weightman

Craig J. Weightman, Environmental Program Manager

ec: California Department of Fish and Wildlife
Lieutenant S. Schindler, Law Enforcement Division

Serena Stumpf, Environmental Scientist
Bay Delta Region
Serena.Stumpf@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CA, 94534



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2020-0190-R3
Arroyo de en Medio

SAN MATEO COUNTY DEPARTMENT OF PUBLIC WORKS
MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK STABILIZATION
PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the San Mateo County Department of Public Works as represented by Krzysztof Lisaj.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 3, 2020 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at the Arroyo de en Medio a tributary to the Pacific Ocean in the County of San Mateo, State of California; Latitude 37.49336 Longitude -122.45990 or Section 26, Township 7S, Range 5W, U.S. Geological Survey (USGS) map Half Moon Bay.

PROJECT DESCRIPTION

During the storm seasons of 2015-2016 and 2016-2017, three locations along the Mirada Road bluff in San Mateo County experienced extensive erosion. At the first location, failure of the bluff face occurred at an informal stairway access where there was a gap in the existing shoreline revetment. The Permittee conducted emergency slope stabilization in January 2016 to prevent roadway failure by placing a large diameter angular rock at the base of the bluff as a temporary measure. At the second location immediately south of the pedestrian bridge, an existing wingwall for the former

pedestrian bridge collapsed in early 2016 leaving the bluff face exposed. At the third location, immediately north of the pedestrian bridge, the upstream, right bank wingwall collapsed in February 2017 also leaving the bluff face exposed.

The Project will address the erosion concerns by removing the existing concrete arch bridge and metal pedestrian bridge and placing a new aluminum pedestrian bridge crossing the Arroyo de en Medio along Mirada Road. To protect the bluff face, the Permittee will install shotcrete (sprayed on concrete) walls with tieback anchors and replace the existing rock slope protection (RSP) in front of the new shotcrete walls along the bluff face and sections of the north and south banks of the Arroyo de en Medio. The Project will also include relocation of existing utilities supported by the existing bridge. The Project will be constructed in two phases to maintain user access of the pedestrian bridge.

The proposed Project is limited to:

Phase 1

1. Pacific Gas and Electric (PG&E) will install utility poles on either side of the pedestrian bridge to facilitate the placement of overhead electrical cables.
2. Granada Community Services District (GCSD) will re-route the 2-inch force main currently located on the pedestrian bridge. If this cannot be completed prior to the bridge's removal, GCSD may install a temporary bypass, which may include a hose or pipe routed across the Arroyo de en Medio.
3. The Permittee will install a temporary access road from the Mirada Road cul-de-sac into the Arroyo de en Medio. The Permittee will place approximately 30 to 40 cubic yards of temporary fill consisting of variously graded rocks to create a pathway approximately 15 feet wide and 60 feet long for construction equipment. If the creek is flowing during the construction period, water will be diverted from the work area through an appropriately sized pipe, which will be buried in sand.
4. The Permittee will remove the RSP placed in January 2016 as an emergency action in preparation of the shotcrete walls. The RSP will be temporarily relocated to an area on the beach approximately 15 feet from the bluff face to deflect wave action and prevent inundation of the work area if sand levels at the time of construction are low. If sand levels are high, the RSP will be stockpiled on the beach.
5. The Permittee will clear and grub the slope face to remove loose material and vegetation along the bluff north and south of the creek. Additionally, the Permittee will remove concrete debris from the beach and creek.

6. The Permittee will drill tie back anchors into the bluff at intervals of 5 feet on center to a depth of no more than 25 feet. The base of wall will be at an absolute elevation of 8 feet based upon the North American Vertical Datum of 1988 (NAVD 88), which may require excavation into the existing sand depending upon its height at the time of construction. The wall will be about 23 feet in height, which will vary as sand elevation changes at different times during the year.
7. The Permittee will tie the anchors together with steel reinforcement and will spray the first layer of concrete. The final layer will be installed once phase 2 is complete. The existing 18-inch diameter corrugated metal pipe which serves as a drain inlet located within the Mirada Road cul-de-sac as well as the existing 6-inch storm drain on the north side of the bridge will be integrated into the shotcrete wall.

Phase 2

1. The existing bridge will be lifted off of the existing abutments by a crane and removed from the project site. The existing concrete arch bridge will be removed, broken up, loaded into dump trucks, and disposed of. The slope will then be cleared as described in phase 1 in preparation for the shotcrete wall. Upon completion of the first layer of concrete, the final layer will be installed along the entire wall face.
2. The Permittee will reset the RSP at the base of the walls, which will include a backing layer of small rock, an engineering fabric, and finally the armor rock (1/4 to 1/2 ton) facing the ocean. The base of the RSP will be set to an elevation of 2 feet and rise to about an elevation of 10 feet.
3. The GCSD will trench and place a sanitary sewer pipeline north and south of the bridge re-routing the existing pipeline from the east side of the concrete bridge to approximately the centerline of the new pedestrian bridge. This will require routing the pipeline below and beyond the existing bridge abutments. Alternatively, GCSD will not install the sewer pipeline under the new bridge, but install infrastructure to re-route flows to their existing pump station in the Miramar neighborhood. Additionally, PG&E will complete limited trenching north and south of the bridge to connect the existing two 4-inch conduits to the new casings placed on the bridge.
4. The existing bridge abutments will be cleaned and inspected for reuse. The new aluminum bridge will be installed. Once the bridge is in place, GCSD will suspend an 8-inch in diameter ductile iron sewer pipeline on anchors mounted under the new pedestrian bridge and connect to the pipeline buried below the abutments. This will not be done if GCSD re-routes sanitary sewer flows as previously described. PG&E will place two, 4-inch in diameter steel conduits on the bridge and route conductors through the conduits.

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5. Upon completion of the work, any fill used for the access road will be removed and the slope re-graded to its original contours. The disturbed areas on the bank and shoulder will be stabilized with erosion control materials and seeded and/or planted with a native plant mix appropriate for the area.

Phase 1 will take approximately 45 working days to complete. The anticipated duration of all construction activities during Phase 2 is 40 working days.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

Common Name	Scientific Name	Status
California Least Tern	<i>Sternula antillarum browni</i>	FE, SE
California red-legged frog	<i>Rana draytonii</i>	FT, SSC
San Francisco garter snake	<i>Thamnophis sirtalis tetrataenia</i>	FE, SE
Western Snowy Plover	<i>Charadrius nivosus nivosus</i>	FT, SSC
Nesting birds		

Notes:

FE = federally endangered under ESA; SE = state endangered under CESA; FT = federally threatened under ESA; ST = state threatened under CESA; SSC = state species of special concern

The adverse effects the project could have on the fish or wildlife resources identified above include:

- Temporary fill for creation of access road in stream channel
- Change in contour of the bed, bank, and channel
- Disruption to nesting birds and other wildlife
- Diversion of flow water around activity site

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Unauthorized Take. The Permittee is required to comply with all applicable state and federal laws, including the California Endangered Species Act (CESA) and Federal Endangered Species Act (ESA). This Agreement does not authorize the take of any state or federal endangered, threatened, or candidate species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.
- 1.7 Work According to Documents. Except as they are contradicted by measures required by this Agreement, all work shall be conducted in conformance with the project description above and the avoidance, minimization, and mitigation measures provided in the notification package.
- 1.8 CDFW-Approved Qualified Biologists and Biological Monitors. Permittee shall submit to CDFW for written approval, the names and resumes of all qualified biologists and biological monitors involved in conducting surveys or monitoring work. Permittee shall submit the names and resumes to CDFW at least fourteen (14) days before the start of the project or before the start of surveys. Names and resumes shall be submitted by email to serena.stumpf@wildlife.ca.gov.
 - a. Resumes. Resumes shall include educational background, experience with focal species and description of experience with each focal species (e.g., tagging, handling, observational surveys, electrofishing, relocation, auditory

surveys, etc.), including number of hours/years of experience per species, trainings/workshops, and certificates or related credentials. Please include experience with different life stages of a species when applicable.

- b. Qualified Biologist. A qualified biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the project area.
- c. Biological Monitors. Biological monitors shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project.

Permittee shall not enter into non-disclosure agreements with biological staff or otherwise implement penalties or disincentives restricting direct communication with CDFW.

- 1.9 Force Main Sewer Temporary Bypass. If the 2-inch force main currently located on the pedestrian bridge cannot be re-routed prior to the bridge's removal and installation of a temporary bypass across the Arroyo de en Medio is necessary, the Permittee shall submit the temporary bypass plans by email to serena.stumpf@wildlife.ca.gov for review and approval. An amendment to this agreement with additional conditions for the bypass may be required based on the scope of proposed future work.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 Work Period

- All work shall begin on or after June 1 and all work shall be completed by October 15 of each year.
- All concrete within the channel or tidal zone shall be poured before September 15th to ensure an adequate curing time prior to precipitation events.

- 2.2 Work Period Modification. If Permittee needs more time to complete project activities, work may be authorized outside of the work period and extended on a week-by-week basis with written approval from CDFW. Permittee shall obtain approval by providing a written request to Serena Stumpf, Environmental Scientist, by email at serena.stumpf@wildlife.ca.gov at least fourteen (14) calendar days prior to October 15.

The request shall include: 1) a description of the project activities already completed; 2) a description of the project activities that needs to be completed; 3) the time required to complete project activities; 4) photos of project activities that are already completed; and 5) photos of the project area that project activity will continue.

Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period and may require additional measures to protect fish and wildlife resources as a condition for granting the variance. Any additional measures shall be considered part of this Agreement.

- 2.3 Conduct Work during Daylight Hours. Work is restricted to daylight hours, one hour after sunrise to sunset.
- 2.4 Work Period in Dry Weather Only. Project activities within the stream and riparian corridor shall be restricted to dry weather as allowed during the work period specified in Measure 2.1. Project activities shall be timed with awareness of precipitation forecasts and potential increases in stream flow. Project activities within the stream and riparian corridor shall cease when the National Weather Service (NWS) 24-hour weather forecast indicates a 40 percent chance or higher of precipitation of at least 0.10-inch of precipitation. All necessary erosion control measures shall be implemented prior to the onset of precipitation. Any construction equipment and materials shall be removed if inundation is likely. Project activities halted due to precipitation may resume after a dry out period of 24-hours and when the NWS 24-hour weather forecast indicates less than a 40 percent chance of precipitation. If the rain event is more than a 0.25-inch per hour rain event, Permittee shall not recommence work until there is a dry out period of 24 hours after the rain event ceases. Weather forecasts shall be documented upon request by CDFW.

Biological Resource Protections

- 2.5 Training Session for Personnel. Permittee shall ensure that a CDFW-approved qualified biologist (see Measure 1.8) conducts an education program for all persons employed on the project prior to performing project activities. Instruction shall consist of a presentation by the CDFW-approved qualified biologist that includes a discussion of the biology and general behavior of any sensitive species which may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered. The status of CESA-listed species including legal protection, penalties for violations and project-specific protective management measures provided in this Agreement shall be discussed. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to on-site project activity.

Copies of the Agreement for this project shall be maintained at the worksite with the project supervisor.

- 2.6 Special-Status Fish and Wildlife Surveys. At each project location, immediately before ground disturbing activities or vegetation removal, a CDFW-approved qualified biologist (see Measure 1.8) shall survey the project area at the appropriate time of day for presence of special-status species that may be present (e.g., salamander species, amphibians, bird nests). The CDFW-approved qualified biologist shall record all wildlife species encountered during surveys and submit the record to CDFW within seven (7) days after survey completion (see Measure 3.2). CDFW reserves the right to provide additional measures to this Agreement designed to protect special-status species.
- 2.7 Qualified Biologist and Biological Monitors with Stop Work Authorization. The CDFW-approved qualified biologist and biological monitors shall have the ability to stop or restrict work if they determine that the project activity is not in compliance with this Agreement. If there are issues with the qualified biologist or biological monitor stopping work, please inform CDFW.
- 2.8 Nesting Bird Surveys. If project activities are scheduled between February 1 and September 15, a focused survey for active bird nests shall be conducted by the CDFW-approved qualified biologist (see Measure 1.8) within seven (7) days prior to the beginning of project activities and if there is a four day or more lapse in project construction. The methodology and results of the survey shall be sent to Serena Stumpf, Environmental Scientist by email at serena.stumpf@wildlife.ca.gov within seven (7) days of survey completion (see Measure 3.2).

The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for other small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos.

- 2.9 Active Nest Protection. If active nests are found, the CDFW-approved qualified biologist shall establish an appropriate buffer to comply with the Migratory Treaty Act of 1918 and Fish and Game Code 3503. The CDFW-approved qualified biologist shall document pre-construction baseline monitoring of the nest to characterize "normal" bird behavior. The CDFW-approved qualified biologist shall monitor the nesting birds and shall increase the buffer if they determine the birds are showing signs of unusual or stressed behavior by project activities. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The CDFW-approved qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an

appropriate buffer is established. To prevent encroachment, the established buffer(s) shall be clearly marked for avoidance. The established buffer(s) shall remain in effect until the young have fledged or the nest has been abandoned as confirmed by the CDFW-approved qualified biologist. Signs of nest abandonment, as determined by the CDFW-approved qualified biologist, shall be reported to CDFW within 24 hours. Notification shall be made to Serena Stumpf by email at serena.stumpf@wildlive.ca.gov.

California Red Legged Frog (CRLF) and San Francisco Garter Snake (SFGS) Measures

- 2.10 Cease Activities for CRLF and SFGS. In the event that California Red-Legged Frog and/or San Francisco Garter snake are found within the project site, all work shall stop until the CDFW-approved qualified biologist (see Measure 1.8) relocates the animal or it leaves the project area on its own. Only the CDFW-approved qualified biologist, with appropriate federal approval, can handle and relocate CRLF and SFGS. Any sightings and/or injuries of this species shall be immediately reported to Serena Stumpf by email to serena.stumpf@wildlife.ca.gov. Through consultation with CDFW, additional measures may be developed to protect special-status species.

Western Snowy Plover and California Least Tern Measures

- 2.11 Work in Designated Areas. The Permittee shall limit all activity, vehicles, equipment, and construction materials to the demarcated project footprint.
- 2.12 Clean Workspace. To avoid attracting predators of Western Snowy Plovers and California Least Terns, the project site shall be kept clean and clear of trash. Fully covered trash receptacles shall be installed and used by the Permittee to contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. All food-related trash shall be removed from the project area on a daily basis.

California Least Tern Measures

- 2.13 No Take. The California least tern is a Fully Protected Species per Section 3511(b)(6) of the California Fish and Game Code. Under this statute, "take" of a fully protected species may not occur except for scientific or recovery purposes. "Take" is defined in Fish and Game Code Section 86 as hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill. Because of this protection, any California least tern encountered in the project area shall be left alone until it leaves the area on its own.

Stream Diversion Measure

- 2.14 Dry Work Conditions. Work must be performed in isolation from the flowing stream. If there is any flow when the work is done, the Permittee shall construct coffer dams upstream and downstream of the excavation site and divert all flow from upstream of the upstream dam to downstream of the downstream dam. The coffer dams may be constructed with clean river gravel or sand bags, and may be sealed with sheet plastic. Sand bags and any sheet plastic shall be removed from the stream upon project completion. Clean river gravel may be left in the stream, but the coffer dams must be breached to return the stream flow to its natural channel.

Habitat Protection Measures

- 2.15 Limitations on Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete the work. Precautions shall be taken to avoid other damage to vegetation by people or equipment. Vegetation outside the project work area shall not be removed or damaged without prior consultation and written approval of a CDFW representative.
- 2.16 Invasive Plants. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org/ip/inventory/index.php>. Invasive plant material removed during Project activities shall be bagged and appropriately incinerated or disposed of in a landfill or permitted composting facility.

Concrete Measures

- 2.17 On-site Poured Concrete. On-site poured concrete shall be excluded from the ocean or wetted channel for a period of 30 days after it is poured. During that time, the poured concrete shall be kept moist, and runoff from the concrete shall not be allowed to enter a live stream or ocean.
- 2.18 Shotcrete Best Management. A tarp containment system shall be placed under the shotcrete area to capture any shotcrete rebound or unintentional sloughing. The contents of the tarp catchment system shall be removed and disposed of at an appropriate disposal facility offsite.
- 2.19 Incidental Wet Concrete Spill. In the case of an incidental wet concrete spill, Permittee shall immediately notify CDFW of the incident. Notification should include what actions were taken to stop the spill of wet concrete, clean-up actions, impacts, and any remediation activities that were or will be implemented.

Erosion and Sediment Control

- 2.20 Erosion Control. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed

slopes threatens to enter the stream. Erosion control measures, such as, silt fences, straw bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used wherever sediment has the potential to leave the work site and enter the stream.

- 2.21 Geo-Textile and Monofilament Netting Restriction. To minimize the risk of entangling and strangling wildlife, Permittee shall not place erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting. Any geo-textile material or filter fabric used within the Project boundary shall not contain petroleum-based products. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, coconut (coir) fiber, or other products without welded weaves. No geotextile fabrics shall be placed where they may be exposed to stream flows.
- 2.22 Erosion Control Monitoring. Permittee shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.
- 2.23 Disposal and Removal of Materials. All removed spoils and construction debris shall be moved outside the work area prior to inundation by water. Spoil sites shall not be located within the stream channel or areas that may be subjected to stream flows, where spoil may be washed back into a stream, or where it may impact streambed habitat, aquatic or riparian vegetation. All removed material shall be disposed of according to state and local laws and ordinances.
- 2.24 Cease Project for Elevation of Turbidity Levels. Upon CDFW determination that turbidity/siltation levels resulting from project related activities are a threat to aquatic life, activities associated with the turbidity/siltation levels shall stop until effective CDFW-approved control devices are installed, or abatement procedures are initiated.

Construction Measures

- 2.25 Treat Exposed Areas. All exposed/disturbed areas and access points within the riparian zone left barren of vegetation because of the project activities shall be restored by seeding with a blend of native erosion control grass seed or planted with native vegetation. Seeded areas shall be mulched. Landscape fabric shall not be used. Revegetation shall be completed as soon as possible after project activities in those areas stop. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.
- 2.26 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream. Permittee shall pick up and properly dispose of all trash (e.g., food wrappers, zip ties, etc.) daily.

- 2.27 Pipes, Hoses, and Similar Structures. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry. All construction pipes or similar structures greater than 2 inches in diameter stored at the project site overnight shall be inspected thoroughly for wildlife before the pipe or similar structure is buried, capped, used, or moved.
- 2.28 Removal of Construction Materials. Within 72 hours of Project completion, Permittee shall remove of all construction related materials (including any silt fencing) from the property.
- 2.29 Hazardous Materials. Any hazardous materials that could be deleterious to aquatic life that could be washed into the stream or ocean shall be contained in watertight containers or removed from the project site. Permittee shall prevent hazardous materials from contaminating the soil and/or entering the waters of the state.
- 2.30 Check Equipment. The Permittee shall check equipment for leaks. In the case where leaks occur, the Permittee shall fix the leak and remediate any areas where oil, lubricants, or hazardous materials have spilled. For example, if an equipment is leaking oil onto native soil, the Permittee shall stop the leak and remove oil laden soil from the project site and properly dispose of the material. The Permittee shall then fill in any excavation sites with fill, as appropriate.
- 2.31 Spill Kits. Prior to entering the work site, all field personnel shall know the location of spill kits and be trained in their appropriate use.
- 2.32 Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a stream (e.g., concrete or bentonite), the Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by email at serena.stumpf@wildlife.ca.gov. The Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas and injured or dead fish and wildlife species. The Permittee shall meet with CDFW within ten (10) days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et. seq.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Commencement & Completion to CDFW. Permittee shall notify CDFW in writing, at least five (5) calendar days prior to initiation and within five (5)

days of project completion. Permittee shall notify CDFW by email to Serena Stumpf at serena.stumpf@wildlife.ca.gov. Please refer to Notification Number 1600-2020-0190-R3 when emailing CDFW.

- 3.2 Survey Reports. Survey results for nesting birds and special status species surveys shall be submitted to CDFW within seven (7) days of survey completion.
- 3.3 Fish and Amphibian Relocation Report. Permittee shall submit a Fish and Amphibian Relocation Report within seven (7) days of fish and amphibian relocation. The report shall contain a record of all the species relocated, date of capture and relocation, the method of capture, the location of the relocation site in relation to the project site, and the number and species of fish captured and relocated.
- 3.4 Photographic Documentation of Work. Prior to commencement of work a minimum of four (4) vantage points that offer representative views of the project site and work areas shall be identified. The Permittee shall photograph the project area from each of the vantage points, noting the direction and magnification of each photo. Upon completion of work, the Permittee shall photograph post-project conditions from the vantage points using the same direction and magnification as pre-project photos. A reference key shall be submitted with the photos describing the location of the photo, the direction of the view, and whether the photo is pre- or post-construction. All photos shall be submitted within 30 days of project completion.
- 3.5 Notification to the California Natural Diversity Database. If any listed, rare, or special status species are detected during project surveys, on, and/or around the project site during project activities, the Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>) within five (5) working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Krzysztof Lisaj
San Mateo County Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Phone – (650) 599-1436

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Email – klisaj@smcgov.org

To Contact:

Theresa Engle
San Mateo County Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Phone – (650) 599-1448
Email – tengle@smcgov.org

To CDFW:

Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Attn: Lake and Streambed Alteration Program – Serena Stumpf
Notification #1600-2020-0190-R3
Phone – (707) 337-1364
Email – serena.stumpf@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited

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to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the

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corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

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This Agreement shall expire on July 01, 2026, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit A. Site Map
- B. Exhibit B. Location of Shotcrete Walls and RSP
- C. Exhibit C. Project Staging and Site Access

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.


AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR SAN MATEO COUNTY DEPARTMENT OF PUBLIC WORKS

DocuSigned by:

CD3148B3519A4F6...
Krzysztof Lisaj
Senior Civil Engineer

7/2/2021

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

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DocuSigned by:

Craig J Weightman

7988E6C4EDC24E2

7/13/2021

Craig J. Weightman

Environmental Program Manager

Date

Prepared by: Serena Stumpf, Environmental Scientist

Exhibit A. Site Map

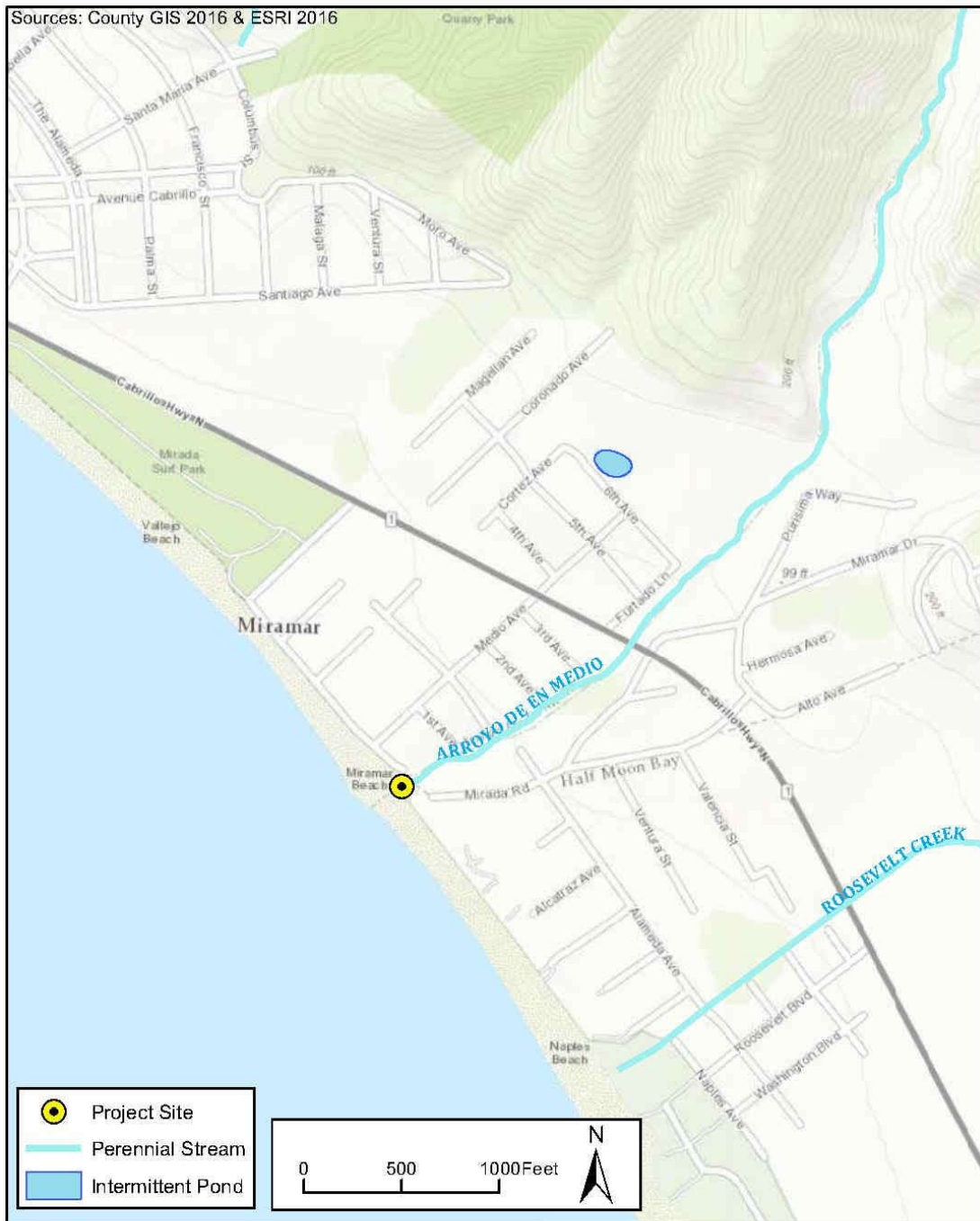


Figure 2. Location Map
Mirada Road Soil Nail Wall Project



State of California – Natural Resources Agency

DEPARTMENT OF FISH AND WILDLIFE

Bay Delta Region

2825 Cordelia Road, Suite 100

Fairfield, CA 94534

(707) 428-2002

www.wildlife.ca.gov

GAVIN NEWSOM, Governor

CHARLTON H. BONHAM, Director



December 3, 2021

Krzysztof Lisaj

San Mateo County Department of Public Works

555 County Center, 5th Floor

Redwood City, CA 94063

Dear Mr. Lisaj:

Amendment of Lake or Streambed Alteration Agreement, Notification No. 1600-2020-0190-R3, Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project

The California Department of Fish and Wildlife (CDFW) has received your request to amend Lake or Streambed Alteration Agreement 1600-2020-0190-R3 (Agreement) and the required fee in the amount of \$471.25 for a minor amendment. Your request to amend the Agreement includes the following changes to the project description: 1) the addition of stairs to the beach on the southeast bank of Arroyo de en Medio, 2) a reduction in length of the soil nail wall on the southern bank, and 3) a reduction in the rock slope protection footprint at the base of the soil nail walls.

The project description is revised as follows. Additions are in underline, and removals are in ~~strikethrough~~.

PROJECT DESCRIPTION

During the storm seasons of 2015-2016 and 2016-2017, three locations along the Mirada Road bluff in San Mateo County experienced extensive erosion. At the first location, failure of the bluff face occurred at an informal stairway access where there was a gap in the existing shoreline revetment. The Permittee conducted emergency slope stabilization in January 2016 to prevent roadway failure by placing a large diameter angular rock at the base of the bluff as a temporary measure. At the second location immediately south of the pedestrian bridge, an existing wingwall for the former pedestrian bridge collapsed in early 2016 leaving the bluff face exposed. At the third location, immediately north of the pedestrian bridge, the upstream, right bank wingwall collapsed in February 2017 also leaving the bluff face exposed.

The Project will address the erosion concerns by removing the existing concrete arch bridge and metal pedestrian bridge and placing a new aluminum pedestrian bridge crossing the Arroyo de en Medio along Mirada Road. To protect the bluff face, the Permittee will install shotcrete (sprayed on concrete) walls with tieback anchors and replace the existing rock slope protection (RSP) in front of the new shotcrete walls along the bluff face and sections of the north and south banks of the Arroyo de en Medio. To provide beach access, the Project will install a new concrete staircase southeast of the pedestrian bridge. The Project will also include relocation of existing utilities supported by the existing bridge. The Project will be constructed in two phases to maintain user access of the pedestrian bridge.

Krzysztof Lisaj
December 3, 2021
Page 2 of 4

The proposed Project is limited to:

Phase 1

1. Pacific Gas and Electric (PG&E) will install utility poles on either side of the pedestrian bridge to facilitate the placement of overhead electrical cables.
2. Granada Community Services District (GCSD) will re-route the 2-inch force main currently located on the pedestrian bridge. If this cannot be completed prior to the bridge's removal, GCSD may install a temporary bypass, which may include a hose or pipe routed across the Arroyo de en Medio.
3. The Permittee will install a temporary access road from the Mirada Road cul-de-sac into the Arroyo de en Medio. The Permittee will place approximately 30 to 40 cubic yards of temporary fill consisting of variously graded rocks to create a pathway approximately 15 feet wide and 60 feet long for construction equipment. If the creek is flowing during the construction period, water will be diverted from the work area through an appropriately sized pipe, which will be buried in sand.
4. The existing bridge will be lifted off of the existing abutments by a crane and removed from the project site. The existing concrete arch bridge will be removed, broken up, loaded into dump trucks, and disposed of.
5. After the bridge is removed, the Permittee will excavate sand to expose the existing rock slope protection (RSP) and buried debris. The Permittee will remove the RSP placed in January 2016 as an emergency action in preparation of the shotcrete walls. The RSP will be temporarily relocated to an area on the beach approximately 15 feet from the bluff face to deflect wave action and prevent inundation of the work area if sand levels at the time of construction are low. If sand levels are high, the RSP will be stockpiled on the beach.
6. The Permittee will clear and grub the slope face to remove loose material and vegetation along the bluff north and south of the creek. Additionally, the Permittee will remove concrete debris from the beach and creek.
7. The Permittee will install a cofferdam approximately 15 feet from the bluff and excavate to the base of the shotcrete wall. Permittee will install soil nail anchors into the bluff at intervals of 5 feet on center to a length of up to 40 feet. The Permittee will drill tie back anchors into the bluff at intervals of 5 feet on center to a depth of no more than 25 feet. The base of wall will be at an absolute elevation of 3 8 feet based upon the North American Vertical Datum of 1988 (NAVD 88), which may require excavation into the existing sand depending upon its height at the time of construction. The wall will be about 30 23-feet in height, which will vary as sand elevation changes at different times during the year.
8. The Permittee will tie the anchors together with steel reinforcement and will spray the first layer of concrete. The final layer is the surfacing material, which will be sculpted and stained to match the coloring of the surrounding bluffs ~~will be installed once phase 2 is complete.~~ The existing 18-inch diameter corrugated metal pipe which serves as a drain

Krzysztof Lisaj
December 3, 2021
Page 3 of 4

inlet located within the Mirada Road cul-de-sac as well as the existing 6-inch storm drain on the north side of the bridge will be integrated into the shotcrete wall.

9. The Permittee will reset the RSP at the base of the walls, which will include a backing layer of small rock, and the armor rock (4 ton) facing the ocean. The base of the RSP will be set to an elevation of 0 feet and rise to about an elevation of 6 feet.
10. The Permittee will complete final grading for the stairs as well as form and pour the concrete staircase.

Phase 2

- ~~1. The existing bridge will be lifted off of the existing abutments by a crane and removed from the project site. The existing concrete arch bridge will be removed, broken up, loaded into dump trucks, and disposed of. The slope will then be cleared as described in phase 1 in preparation for the shotcrete wall. Upon completion of the first layer of concrete, the final layer will be installed along the entire wall face.~~
- ~~2. The Permittee will reset the RSP at the base of the walls, which will include a backing layer of small rock, an engineering fabric, and finally the armor rock (1/4 to 1/2 ton) facing the ocean. The base of the RSP will be set to an elevation of 2 feet and rise to about an elevation of 10 feet.~~
- ~~3. The GCSD will trench and place a sanitary sewer pipeline north and south of the bridge re-routing the existing pipeline from the east side of the concrete bridge to approximately the centerline of the new pedestrian bridge. This will require routing the pipeline below and beyond the existing bridge abutments. Alternatively, GCSD will not install the sewer pipeline under the new bridge, but install infrastructure to re-route flows to their existing pump station in the Miramar neighborhood. Additionally, PG&E will complete limited trenching north and south of the bridge to connect the existing two 4-inch conduits to the new casings placed on the bridge.~~
- ~~4. The existing bridge abutments will be cleaned and inspected for reuse. The new aluminum bridge will be installed using a crane. Once the bridge is in place, GCSD will suspend an 8-inch in diameter ductile iron sewer pipeline on anchors mounted under the new pedestrian bridge and connect to the pipeline buried below the abutments. This will not be done if GCSD re-routes sanitary sewer flows as previously described. PG&E will place two, 4-inch in diameter steel conduits on the bridge and route conductors through the conduits.~~
- ~~5. Upon completion of the work, any fill used for the access road will be removed and the slope re-graded to its original contours. The disturbed areas on the bank and shoulder will be stabilized with erosion control materials and seeded and/or planted with a native plant mix appropriate for the area.~~

Phase 1 will take approximately 70 45 working days to complete. The anticipated duration of all construction activities during Phase 2 is 15 40 working days.

Krzysztof Lisaj
December 3, 2021
Page 4 of 4

CDFW hereby agrees to amend the agreement as requested. All conditions in the Agreement remain in effect.

Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Serena Stumpf, Environmental Scientist at (707) 337-1364 or by email at Serena.Stumpf@wildlife.ca.gov.

Sincerely,

DocuSigned by:

7988F6C4FDC24F2...

Craig Weightman, Environmental Program Manager

ec: California Department of Fish and Wildlife

Serena Stumpf, Environmental Scientist
Bay Delta Region
Serena.Stumpf@wildlife.ca.gov

MEMORANDUM FOR RECORD

SUBJECT: Department of the Army Memorandum Documenting General Permit Verification

1.0 Introduction and overview: Information about the proposal subject to one or more of the Corps regulatory authorities is provided in Section 1, detailed evaluation of the activity is found in Sections 2 through 4 and findings are documented in Section 5 of this memorandum. Further, summary information about the activity including the administrative history of actions taken during project evaluation is attached (ORM2 summary) and incorporated into this memorandum.

1.1 Applicant name: Krzysztof Lisaj, San Mateo County Department of Public Work
Agent name: Theresa Engle, San Mateo County Department of Public Works

1.2 Activity location: Mirada Road, 100 feet SE of intersection with Medio Ave.

1.3 Description of activity requiring verification: This project involves the removal of an old concrete arch bridge, the replacement of the existing steel truss pedestrian bridge with an aluminum bridge in the same location, the installation of a soil nail reinforced, sculpted shotcrete wall and rock slope protection (RSP) along the eroding bluffs surrounding the bridge (see enclosed plans). Only the installation of rock slope protection, temporary access, and staging area would occur within the Corps jurisdiction. Approximately 310 cubic yards of RSP would be permanently placed over approximately 1,500 square feet (120 linear feet) of bluff below the high tide line. Existing RSP that was placed along the bluff with emergency permits in January 2016 would be temporarily relocated over approximately 12,000 square feet of the beach and then repositioned along the base of the new wall. Excavation may be required to set the RSP below the existing sand surface; 1500 cubic yards of excavated sand would be temporarily placed over approximately 7,000 square feet of the beach and then respread on top of the RSP.

To allow construction equipment to access the beach, a temporary access path would be installed from the Mirada Road cul-de-sac into Arroyo de en Medio. Approximately 20 cubic yards of rock would be temporarily placed over approximately 900 square feet (15 linear feet) of Arroyo de en Medio below the high ordinary high water mark for the access path. The staging area for RSP installation would require temporary placement of 420 cubic yards of rock over 12,000 square feet of the beach. All work would occur during the dry season, so dewatering is not anticipated to be necessary. The project would be constructed in two phases over a single year.

1.4 Permit authority: Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344)

1.5 Applicable Permit: Nationwide Permit (NWP) 14

- 1.6 Activity requires written waiver? No Does not exceed the limits of NWP 14 (1/2 acre loss in non-tidal waters and 1/3 acre loss in tidal waters).

2.0 Evaluation of the Pre-Construction Notification

- 2.1 Direct and indirect effects caused by the GP activity: Without the implementation of BMPs, direct adverse environmental effects could include impacts to water quality from leaks or spills from construction equipment, and direct adverse impacts to nesting habitat from removing the concrete arch bridge and installing a temporary access road down to the beach. All areas temporarily impacted by the project would be returned to preexisting conditions following the completion of construction. Indirect adverse environmental impacts could include increased scour of the coastal bluff north or south of the new soil nail walls or loss of sand as a result of long-shore transport.

- 2.2 Site specific factors: Work to replace the bridge would be conducted from outside the Corps' jurisdiction.

2.3 Coordination

- 2.3.1 Was the PCN coordinated with other agencies? No

- 2.3.2 Was the PCN coordinated with other business lines of the Corps? No

If yes, describe results including resolution of any concerns: N/A

2.4 Mitigation

- 2.4.1 Provide brief description of how the activity has been designed on-site to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site: Water quality impacts, disturbance of nesting birds, and negative impacts on special status species would be avoided or minimized through implementation of the BMPs and conservation measures included in the application. The bridge construction would not result in fill in essential fish habitat.

- 2.4.2 Is compensatory mitigation required for unavoidable impacts to jurisdictional aquatic resources to reduce the individual and cumulative adverse environmental effects to a minimal level? No.

Provide rationale: No mitigation is required because the loss of waters associated with the activity is less than 0.10 acre.

3.0 Compliance with Other Laws, Policies and Requirements

3.1 Section 7(a)(2) of the Endangered Species Act (ESA)

3.1.1 ESA action area: All work areas shown in the project plans, including the stream, beach, and immediately adjacent uplands.

3.1.2 Has another federal agency been identified as the lead agency for complying with Section 7 of the ESA with the Corps designated as a cooperating agency and has that consultation been completed? No

3.1.3 Are there listed species or designated critical habitat that may be present or in the vicinity of the Corps' action area? Yes
Effect determination(s), including no effect, for all known species/habitat, and basis for determination(s): Central California Coast (CCC) steelhead (*Onchorhynchus mykiss*), CCC coho salmon (*O. kisutch*), leatherback sea turtle (*Dermochelys coriacea*), and North American green sturgeon (*Acipenser medirostris*): no effect. Aroyo de en Medio does not connect to the Pacific Ocean during the summer months and all work would be conducted outside the live channel.

3.1.4 Consultation with either the National Marine Fisheries Service and/or the U.S. Fish and Wildlife Service was initiated and completed as required, for any determinations other than “no effect” (see the attached ORM2 Summary sheet for begin date, end date and closure method of the consultation). Consultation with the NMFS was requested on 10 March 2021. On 25 March 2021, the NMFS recommended that the project would have no effects to listed species. By email, the Corps changed their determination to no effect based on the reasoning that no work would be done within the live stream channel. The NMFS agreed that the Corps' reasoning was consistent with their understanding of effects. Based on a review of the information above, the Corps has determined that it has fulfilled its responsibilities under Section 7(a) (2) of the ESA. The documentation of the consultation is incorporated by reference.

3.2 **Magnuson-Stevens Fishery Conservation and Management Act (Magnuson Stevens Act), Essential Fish Habitat (EFH)**

3.2.1 Has another federal agency been identified as the lead agency for complying with the EFH provisions of the Magnuson-Stevens Act with the Corps designated as a cooperating agency and has that consultation been completed? No

3.2.2 Did the proposed project require review under the Magnuson-Stevens Act? Yes

3.2.3 If yes, EFH species or complexes considered: Pacific Groundfish Fishery Management Plan, Coastal Pelagics Fishery Management Plan, and Pacific Coast Salmon Fishery Management Plan

Effect determination and basis for that determination: No adverse effect because all work would occur the live stream channel.

3.2.4 Consultation with the National Marine Fisheries Service was initiated and completed as required (see the attached ORM2 Summary sheet for begin date, end date and

closure method of the consultation). Based on review of the above information, the Corps has concluded that it has fulfilled its responsibilities under the EFH provisions of the Magnuson-Stevens Act.

3.3 **Section 106 of the National Historic Preservation Act (Section 106)**

3.3.1 Section 106 permit area: The permit area includes those areas comprising waters of the United States that will be directly affected by the proposed work or structures, as well as activities outside of waters of the U.S. because all three tests identified in 33 CFR 325, Appendix C(g)(1) have been met.

Final description of the permit area: All work areas shown in the project plans, including the stream, beach, and immediately adjacent uplands.

3.3.2 Has another federal agency been identified as the lead federal agency for complying with Section 106 of the National Historic Preservation Act with the Corps designated as a cooperating agency and has that consultation been completed?
No

3.3.3 Known historic properties? No. Effect determination and basis for that determination: The bridge to be removed was analyzed for indicators that it was a historic resource but was found to not meet any of the four criteria for listing in the National Register of Historic Places.

3.3.4 Consultation was initiated and completed with the appropriate agencies, tribes and/or other parties for any determinations other than “no potential to cause effects.” (see the attached ORM2 Summary sheet for begin date, end date and closure method of the consultation) The Corps requested concurrence from the SHPO that the Mirada Road bridge was not eligible for listing in the NRHP by letter dated 24 March 2021. The SHPO responded on 26 April 2021 requesting further information. That information was provided on 13 May 2021. On 9 June 2021 the SHPO sent a letter concurring with the Corps’ determination of eligibility and not objecting to our finding of no effect to historic properties. Based on a review of the information above, the Corps has determined that it has fulfilled its responsibilities under Section 106 of the NHPA. Compliance documentation incorporated by reference.

3.4 **Tribal Trust Responsibilities**

3.4.1 Was government-to-government consultation conducted with Federally-recognized Tribe(s)? No

Provide a description of any consultation(s) conducted including results and how concerns were addressed. A letter was sent to the NHPA requesting a Sacred Lands file search and a response with positive results was received on 9 November 2020. Letters were sent to the tribes via email on 05 January 2021. No responses

have been received. The Corps has determined that it has fulfilled its tribal trust responsibilities.

3.4.2 Other Tribal including any discussion of Tribal Treaty rights? N/A

3.5 Section 401 of the Clean Water Act – Water Quality Certification (WQC)

3.5.1 Is a Section 401 WQC required, and if so, has the certification been issued, waived or presumed? An individual water quality certification is required and has been issued by the certifying agency.

3.6 Coastal Zone Management Act (CZMA)

3.6.1 Is a CZMA consistency concurrence required, and if so, has the concurrence been issued, waived or presumed? An individual CZMA consistency concurrence is required and has been issued by the appropriate agency.

3.7 Wild and Scenic Rivers Act

3.7.1 Is the project located in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system? No

If yes, summarize coordination and the determination on whether activity will adversely affect the Wild and Scenic River designation or study status. The Corps has determined that it has fulfilled its responsibilities under the Wild and Scenic Rivers Act.

3.8 Effects on Corps Civil Works Projects (33 USC 408)

3.8.1 Does the applicant also require permission under Section 14 of the Rivers and Harbors Act (33 USC 408) because the activity, in whole or in part, would alter, occupy, or use a Corps Civil Works project? No, there are no Corps Civil Works project(s) in or near the vicinity of the proposal.

3.9 **Other (as needed):** N/A

4.0 Special Conditions

4.1 Are special conditions required to ensure minimal effects, protect the public interest and/or ensure compliance of the activity with any of the laws above? Yes

4.2 Required special condition(s)

Special condition: Any change in the project design, materials, or construction methods, must be approved by the Corps in writing.

Rationale: This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and final restoration work has been conducted in accordance with the permit and all applicable conditions. (33 USC 1344(a), 33 USC 401 et. seq., 33 CFR 320.4(r)(1), 33 CFR 325.4(a)(3); 33 CFR 326).

Special condition: Heavy equipment shall be used in Corps jurisdiction only where necessary and shall be removed from the site at the earliest opportunity.

Rationale: This condition is necessary to minimize adverse impacts to water quality, from construction activities, to the maximum extent practicable (33 CFR 320.3(a), 33 CFR 320.4(d), 33 CFR 325.4(a)(3)).

Special condition: You shall notify the Corps in writing of the anticipated start and stop dates of construction, at least 5 days prior to the initiation of construction.

Rationale: This condition is necessary to assist the Corps in scheduling compliance inspections to ensure compliance with the permit and applicable conditions (33 CFR 325.4; 33 CFR 326).

Special condition: Authorized discharges of fill material occurring below ordinary high water shall consist solely of sand, gravel, cobble, boulder, rock or other inert riprap materials that are free of toxic pollutants.

Rationale: This condition is necessary to ensure that contaminated material is not placed within waters of the U.S. (33 CFR 325.4(a)(3); 40 CFR 230).

Special condition: Following project construction, disturbed areas including access points, staging and equipment storage areas, etc. shall be returned to pre-project conditions. This shall include, but is not necessarily limited to, grading to establish pre-project contours, removal of debris and planting native vegetation.

Rationale: This special condition is necessary to ensure minimization of impacts to waters of the U.S. and to ensure successful restoration of all temporary impacts authorized (33 CFR 320.4(r)(1), 33 CFR 325.4(a)(3), 33 CFR 332, 40 CFR 230).

5.0 Determination

- 5.1 Waiver request conclusion, if required or select N/A: N/A
- 5.2 The activity will result in no more than minimal individual and cumulative adverse effects on the aquatic environment and will not be contrary to the public interest, provided the permittee complies with the special conditions identified above.
- 5.3 This activity, as described, complies with all terms and conditions of the permit identified in Section 1.5.


PREPARED BY:

Elise H Piazza

2021.07.02 13:30:43 -07'00'

Elise Piazza, Regulatory Project Manager

REVIEWED AND APPROVED BY:



Digitally signed by Katerina Galacatos
Date: 2021.07.02 13:32:44 -07'00'

Katerina Galacatos, South Branch Chief

CALIFORNIA COASTAL COMMISSION

NORTH CENTRAL COAST DISTRICT OFFICE
455 MARKET STREET, SUITE 300
SAN FRANCISCO, CALIFORNIA 94105-2421
PH (415) 904-5260 OR (415) 904-5200 FAX (415) 904-5400
WWW.COASTAL.CA.GOV



Page 1

June 3, 2021

Permit Application Number: **2-20-0319****COASTAL DEVELOPMENT PERMIT**

On May 14, 2021, the California Coastal Commission granted to **County of San Mateo, Department Of Public Works** this permit subject to the attached Standard and Special conditions, for development consisting of **Demolition of an existing concrete arch bridge accommodating the California Coastal Trail (currently closed for safety reasons) and replacement with a new pedestrian bridge fronted by armoring at each bridge abutment area**, more specifically described in the application filed in the Commission offices.

The development is within the coastal zone **along the bluff and beach adjacent to Mirada Road and the California Coastal Trail where it crosses over Arroyo de en Medio Creek at Half Moon Bay State Beach, straddling portions of the City of Half Moon Bay and the unincorporated Miramar area of San Mateo County.**

Issued on behalf of the California Coastal Commission by

Sincerely,

John Ainsworth
Executive Director

Original on File signed by:

DocuSigned by:

Stephanie Rexing
District Manager

cc: Commissioners/File

ACKNOWLEDGMENT:

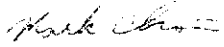
The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part of that: "A Public entity is not liable for injury caused by the issuance... of any permit..." applies to the issuance of this permit.

Coastal Development Permit
2-20-0319

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date: 6/15/2021

Signature 

Digitally signed by Mark Chow
DN: cn=Mark Chow, o=DPW, ou=Utilities,
email=mchow@smcgov.org, c=US
Date: 2021.06.15 18:27:14 -0700

STANDARD CONDITIONS:

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

I. SPECIAL CONDITIONS

This permit is granted subject to the following special conditions:

1. **Revised Final Plans.** PRIOR TO CONSTRUCTION, the Permittee shall submit two full-size sets of Revised Final Plans to the Executive Director for review and written approval. The Plans shall be prepared by a licensed professional or professionals (i.e., geotechnical engineer, surveyor, etc.), shall be based on current professionally surveyed and certified topographic elevations for the entire site, and shall include a

Coastal Development Permit 2-20-0319

graphic scale. The Revised Final Plans shall be in substantial conformance with the proposed plans (by County of San Mateo Department of Public Works titled "Mirada Road Pedestrian Bridge Replacement" dated January 16, 2020, and received in the Coastal Commission's North Central Coast District office on June 4, 2020; see **Exhibit 3**), except that they shall be modified to meet the following requirements:

- (a) Armoring Modifications.** All riprap located at the base of the shotcrete wall shall be minimized to the maximum feasible extent and shall be no wider than 12.5 feet, as measured from the toe of the seawall seaward, and shall be located at an elevation between 0 and +6 feet NAVD88 so that it will be covered at normal summer and winter beach sand elevations. The shotcrete wall may extend down to an elevation of +3 feet NAVD88. The length of the armoring along the bluff and creek bank on the south side of the creek shall be minimized to the maximum feasible extent (including by reducing the inland reach by approximately 40 linear feet) to accommodate the public accessway. Such armoring modifications shall be in substantial conformance with those shown in Figure 1 of **Exhibit 5**.
- (b) Concrete Surfacing.** All armoring system concrete surfaces shall be faced with a sculpted concrete surface that mimics natural undulating bluff landforms in the vicinity in terms of integral mottled color, texture, and undulation to the maximum extent feasible (except that the stairway treads may be contoured for safety purposes as long as they meet all other camouflaging requirements). Any protruding elements (e.g., corners, edges, etc.) shall be contoured in a non-linear manner designed to evoke natural bluff undulations. All drainage and related elements within the sculpted concrete shall be camouflaged (e.g., randomly spaced, hidden with overhanging or otherwise protruding sculpted concrete, etc.) so as to be hidden or inconspicuous as seen from public viewing areas, including camouflage of any expected drainage staining over time. The color, texture and undulations of all armoring system concrete surfaces shall be maintained in their approved state throughout the life of the structure. AT LEAST 30 DAYS PRIOR TO COMMENCEMENT OF FINISH CONCRETE SURFACING, the Permittee shall submit to the Executive Director for review and approval the qualifications of the contractor who will perform the finish concrete work, including photos and identification of similar completed projects. Such finish concrete work shall not commence until the Executive Director has approved the finish concrete contractor.
- (c) Bridge Design.** Final bridge design shall limit above deck level elements that block or otherwise impair public views, including by reducing the height and/or modifying the design of all such elements, to limit view obstruction to the maximum feasible extent. Additionally, the bridge shall be colored with natural colors to the extent feasible to blend in with its natural surroundings to the

Coastal Development Permit 2-20-0319

maximum feasible extent, and stark unnatural colors and/or reflective metallic surfaces shall be prohibited.

- (d) Railings.** Railings and/or other barrier types associated with the bridge and stairway along the armoring system may be allowed by the Executive Director if evidence is provided that conclusively demonstrates that any such railing/barrier is required to ensure public safety. Railings shall be metal, capable of withstanding the rigors of the shoreline location, and shall be sited and designed to blend and be inconspicuous so as to minimize view impacts as much as possible (including limiting railing segments to the minimum required, using integral color to match the seawall/bluff face's mottled color, use of corten steel, mottled or flat-black paint, etc.).
- (e) Fencing.** Fencing proposed for the Coastal Trail approaches both to the north and south of the bridge shall be designed to blend into the surrounding areas and constructed of natural materials to the extent feasible so as to minimize view impacts as much as possible (e.g., low wooden split rail if possible), and such barriers shall be limited to locations only where required for public safety.
- (f) Drainage.** All drainage and related elements within the sculpted concrete and any related energy dissipation measures shall be camouflaged (e.g., randomly spaced, hidden with overhanging or otherwise protruding sculpted concrete, etc.) so as to be hidden or inconspicuous as seen from public viewing areas. All drainage elements shall be sited and designed to reduce the potential for drainage-caused erosion, and to be as inconspicuous as possible.
- (g) Vertical Public Accessway.** A vertical public accessway down to the beach shall be installed in the project area, either as an integral part of the armoring structure or adjacent to it at the downcoast abutment. If located in the armoring, all above visual protection requirements shall apply, and if adjacent to the armoring, the accessway shall be designed to blend into the surrounding area and constructed of natural materials as much as possible. The Plans shall provide that the accessway shall be modified as necessary to maintain continued safe use over the time period throughout the life of the armoring system (see also **Special Condition 6**), and the Plans shall identify all mechanisms to ensure safe use.
- (h) Surveyed Benchmarks.** The Plans shall identify an appropriate number of surveyed benchmarks, including location and elevation, to be used for future monitoring evaluations (see also **Special Condition 6**).
- (i) Adjacent Property Owner Consent.** For any development associated with the project that may occur on adjacent properties, including but not limited to

Coastal Development Permit 2-20-0319

construction that requires equipment access on such other properties, the Plans submitted to the Executive Director shall include evidence of review, approval and consent from all such adjacent property owners allowing such development.

(j) Landscaping and Vegetation Restoration Requirements. Non-native and invasive plant species within the project area, including the improved public access areas (including the enhanced public access overlook area identified in part (k) below, the area between the southern Coastal Trail approach to the pedestrian bridge and the toe of the creek bank, and the vertical public accessway), as well as in any remnant areas impacted by the temporary beach access but not developed with permanent beach access, shall be removed and not be allowed to persist, and such area shall be landscaped with native and noninvasive plant species that are tolerant of salt air and salt spray, with a preference for species capable of trailing vegetation that can persist in a coastal bluff topography. All such plants shall be kept in good growing condition and shall be replaced as necessary to maintain the approved vegetation over the life of the project. Regular monitoring and provisions for remedial action (such as replanting as necessary) shall be identified to ensure landscaping success.

(k) Other Public Recreational Access Improvements. In addition to vertical public accessway), the Plans shall provide for the following additional public recreational access improvements, which shall be sited and designed to maximize coastal view protection and minimize visual intrusion, including through use of materials appropriate to the shoreline context that blend with the natural environment and existing improvements in the area including the following: an enhanced public access overlook area shall be provided on the south side of the pedestrian bridge in the public access easement area (APN 048-051-090, see **Exhibit 4**). This area shall include a safe pedestrian connection to Mirada Road or the Coastal Trail, and shall include consistent, graded surfacing and within which shall be provided benches and/or picnic tables, identification and interpretive signage, bicycle racks, waste and recycling receptacles, a doggie mitt station, or other amenities reasonably expected to be enjoyed by the public. All such elements shall be clearly identified on the Plans. All such development shall be sited and designed in a way that maximizes public access utility and minimizes public view impacts.

All requirements above and all requirements of the approved Revised Final Plans shall be enforceable components of this CDP. The Permittee shall undertake development in accordance with this condition and the approved Revised Final Plans. Minor adjustments to the above requirements, as well as to the Executive Director-approved Revised Final Plans, which do not require a CDP amendment or new CDP (as determined by the Executive Director) may be allowed by the

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Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

- 2. Public Access Management Plan.** WITHIN 90 DAYS OF CDP APPROVAL, the Permittee shall submit two sets of a Public Access Management Plan (Plan) to the Executive Director for review and approval. The Plan shall clearly describe the manner in which public recreational access along the pedestrian bridge and to the beach and overlook area is to be provided and managed, with the objective of maximizing public access and recreational use of all public access areas associated with the approved project and all related areas and public access amenities (i.e., bridge, coastal trail, vertical accessway, overlook, bench, bicycle racks, interpretive signage, waste and recycling receptacles, doggie mitt stations, etc.) as described in this special condition and **Special Condition 1**. All public access improvements shall be sited and designed to maximize coastal view protection and minimize visual intrusion, including through use of materials appropriate to the shoreline context that blend with the natural environment and existing improvements in the area. All public access improvements are required to be maintained and managed pursuant to the Plan over time. The Plan shall at a minimum include and provide for the preceding, and all of the following:

(a) Public Access Areas and Amenities. The Plan shall clearly identify and depict on a site plan all existing and required public access areas and amenities, including as described in **Special Condition 1**.

(b) Public Access Use Parameters. All parameters for use of the public access areas, improvements and amenities shall be clearly identified. All such public access areas, improvements, and amenities shall be publicly available and maintained in their approved state for general public pedestrian and other general public access consistent with the terms and conditions of this CDP for at least as long as the armoring system remains present.

(c) No Public Access Disruption. Development and uses within the Plan's public access areas that disrupt or degrade public access shall be prohibited. The public use areas, improvements, and amenities shall be maintained consistent with the approved Plan and in a manner that maximizes public use and enjoyment.

(d) Public Access Use Hours. All public access areas, improvements, and amenities shall be available to the general public 24 hours a day and shall be free of charge.

(e) Public Access Construction. All public access areas, improvements, and amenities associated with the approved project shall be constructed and

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available for public use as soon as possible, but no later than the Saturday of Memorial Day weekend 2022 (May 29, 2022). The Executive Director may extend this deadline if the Executive Director determines that the Permittee has been diligently implementing CDP No. 2-20-0319, and that the Permittee has demonstrated good cause for any identified delays.

- (f) Public Access Areas and Amenities Maintained.** All of the public access areas, improvements, and amenities shall be constructed in a structurally sound manner and maintained in their approved state consistent with the terms and conditions of this CDP, including through ongoing repair, maintenance, or relocation (if necessary to respond to shoreline erosion) of all public access improvements. Prior to any modification, movement, or replacement of access improvements, the Permittee shall obtain an amendment to this CDP to authorize such development, unless the Executive Director determines that an amendment is not legally necessary, in which case Executive Director approval of any such development shall be required. Public use areas shall be maintained consistent with the approved Public Access Management Plan and in a manner that maximizes public use and enjoyment.

All requirements above and all requirements of the approved Public Access Management Plan shall be enforceable components of this CDP. The Permittee shall undertake development, maintenance and management of all such public access improvements in accordance with this condition and the approved Public Access Management Plan. Minor adjustments to the above requirements, as well as to the Executive Director-approved Plan, which do not require a CDP amendment or new CDP (as determined by the Executive Director) may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

- 3. Construction Plan.** PRIOR TO CONSTRUCTION, Permittee shall submit two copies of a Construction Plan to the Executive Director for review and written approval. The Construction Plan shall, at a minimum, include and provide for the following:

- (a) Construction Areas.** The Construction Plan shall identify the specific location of all construction areas, all staging areas, and all construction access corridors in site plan view. All such areas within which construction activities and/or staging are to take place shall be minimized to the fullest extent feasible in order to have the least impact on public access and ocean resources, including by using, as feasible, inland areas for staging and storing construction equipment and materials. Special attention shall be given to siting and designing construction areas in order to minimize impacts to public beach access and public views from Mirada Road, including but not limited to public views across the site. Intertidal

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areas shall be avoided to the maximum extent possible.

- (b) Construction Methods.** The Construction Plan shall specify the construction methods to be used, including all methods to be used to keep the construction areas separate from public recreational use areas as much as possible (including using unobtrusive temporary fencing or equivalent measures to delineate construction areas), and including verification that equipment operation and equipment and material storage will not, to the maximum extent feasible, significantly degrade public access and public views during construction. The Plan shall limit construction activities to avoid coastal resource impacts as much as feasible, and lighting of the work area is prohibited.
- (c) Construction Timing.** Construction is prohibited during holiday weekends, from the Saturday of Memorial Day through Labor Day inclusive, and during non-daytime hours (i.e., from one-hour after sunset to one-hour before sunrise), unless due to extenuating circumstances the Executive Director authorizes such work.
- (d) Construction BMPs.** The Construction Plan shall identify the type and location of all erosion control and water quality best management practices that will be implemented during construction to protect coastal water quality, including at a minimum all of the following:
- 1. Runoff Protection.** Silt fences, straw wattles, or equivalent apparatus shall be installed at the perimeter of all construction areas to prevent construction-related runoff and sediment from discharging from the construction area, entering into storm drains, or otherwise offsite or towards the beach and ocean. Similar apparatus shall be applied on the beach area for the same purpose when potential runoff is anticipated. Special attention shall be given to appropriate filtering and treating of all runoff, and all drainage points, including storm drains, shall be equipped with appropriate construction-related containment, filtration, and treatment equipment. All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each workday.
 - 2. Equipment BMPs.** Equipment washing, refueling, and servicing shall take place at an appropriate off-site and inland location to help prevent leaks and spills of hazardous materials at the project site, at least 50 feet inland from the beach and preferably on an existing hard surface area (e.g., a road) or an area where collection of materials is facilitated. All construction equipment shall also be inspected and maintained at a similarly sited inland location to prevent leaks and spills of hazardous materials at the project site.

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- 3. Good Housekeeping BMPs.** The construction site shall maintain good construction housekeeping controls and procedures at all times (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain, including covering exposed piles of soil and wastes; dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the site; etc.).
 - 4. Rubber-tired Construction Vehicles.** Only rubber-tired construction vehicles are allowed on the beach, except track vehicles may be used if the Executive Director determines that they are required to safely carry out construction. When transiting on the beach, all such vehicles shall remain as far away from the ocean as possible and avoid contact with ocean waters.
 - 5. Construction Material Storage.** All construction materials and equipment placed on the beach during daylight construction hours shall be stored beyond the reach of tidal waters. All construction materials and equipment shall be removed in their entirety from these areas by one-hour after sunset each day that work occurs, except for necessary erosion and sediment controls, sheet-pile or other ocean barriers (e.g., sand bags, water-filled bags, etc.) authorized by the Executive Director, and construction area boundary fencing where such controls and fencing are placed as close to the toe of the armoring or approved construction area as possible, and are minimized in their extent.
- (e) Restoration.** All construction debris shall be removed, and all beach area and other public recreational access and use areas and all beach access points impacted by construction activities shall be restored to their pre-construction condition or better within three days of completion of construction. Any native materials impacted shall be appropriately filtered as necessary to remove all construction debris.
- (f) Construction Site Documents.** The Construction Plan shall provide that copies of the signed CDP and the approved Construction Plan be maintained in a conspicuous location at the construction job site at all times, and that such copies are available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the CDP and the approved Construction Plan, as well as the public review requirements applicable to them, prior to commencement of construction.
- (g) Construction Coordinator.** The Construction Plan shall provide that a construction coordinator be designated to be contacted during construction should questions arise regarding the construction (in case of both regular

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inquiries and emergencies), and that the construction coordinator's contact information (i.e., address, phone numbers, email, etc.), including, at a minimum, an email address and a telephone number that will be made available 24 hours a day for the duration of construction, is conspicuously posted at the job site where such contact information is readily visible from public viewing areas while still protecting public views as much as possible, along with indication that the construction coordinator should be contacted in the case of questions regarding the construction (in case of both regular inquiries and emergencies). The construction coordinator shall record the name and contact information (i.e., address, email, phone number, etc.) and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry. All complaints and all actions taken in response shall be summarized and provided to the Executive Director on at least a weekly basis.

- (h) Construction Specifications.** The construction specifications and materials shall include appropriate control provisions that require remediation for any work done inconsistent with the terms and conditions of this CDP.
- (i) Notification.** The Permittee shall notify planning staff of the Coastal Commission's North Central Coast District Office at least three working days in advance of commencement of construction, and immediately upon completion of construction.
- (j) Adjacent Property Owner Consent.** For any construction activities that may occur on adjacent properties, including but not limited to construction that requires equipment access on such other properties, the Plan shall be submitted with evidence of review, approval and consent from such adjacent property owners allowing such activities.

All requirements above and all requirements of the approved Construction Plan shall be enforceable components of this CDP. The Permittee shall undertake development in accordance with this condition and the approved Construction Plan. Minor adjustments to the above requirements, as well as to the Executive Director-approved Plan, which do not require a CDP amendment or new CDP (as determined by the Executive Director) may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

- 4. Shoreline Armoring Terms.** This CDP authorizes shoreline armoring pursuant to the following terms:

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- (a) Purpose.** This CDP authorizes the approved armoring system for protection of the pedestrian bridge and Mirada Road only, and is not intended or designed to provide protection for any other development and/or structures, including those that might be associated with adjacent private property. This CDP and the project it authorizes shall not be countenanced as evidence of Commission authorization of such armoring for any other such development and/or structures.
- (b) Duration.** This CDP authorizes the approved armoring system for the pedestrian bridge and Mirada Road until the time when such infrastructure is no longer present, no longer requires shoreline armoring, or is being modified or relocated through a larger community wide adaptation planning effort, whichever occurs first. At such time, the Permittee shall remove the approved armoring and appropriately restore the affected area to natural conditions subject to Executive Director approval of a plan to accomplish same with the least coastal resource impacts. Within three months of the anticipated termination of the authorization identified in this special condition, including in conjunction with any proposed removal and/or relocation of the bridge or roadway, the Permittee shall submit a complete CDP amendment application to the Coastal Commission to remove the approved armoring and to appropriately restore the affected area to natural conditions.
- (c) Future Mitigation.** If the CDP authorization has not expired via the terms of subdivision (b) of this special condition by May 14, 2041, and if the Permittee intends to keep the approved armoring in place beyond the end of that initial 20-year mitigation period (i.e., past May 14, 2041), the Permittee shall submit a complete CDP amendment application to the Coastal Commission that shall reassess mitigation for the ongoing impacts of the approved armoring, including an evaluation of actions that could be taken to reduce or eliminate those impacts. The complete application shall be submitted no later than 6 months prior to the end of the original mitigation period (i.e., by November 14, 2040). The application shall include analysis of feasible alternatives to modify the shoreline armoring and the bridge and roadway, the public access improvements, and any related development that the approved armoring protects, in order to eliminate to the maximum extent feasible such armoring's impacts on coastal resources, and shall propose mitigation for unavoidable coastal resource impacts associated with the retention of the armoring and/or any modified armoring beyond the initial 20-year mitigation period. In addition, if the Permittee applies for a separate CDP or an amendment to this CDP to modify the approved armoring, or to perform repair work affecting 50% or more of the armoring, the Permittee shall be required to propose additional commensurate mitigation for the impacts of the enlarged or redeveloped armoring on public views, public recreational access, shoreline processes, and all other affected coastal resources that have not already been mitigated through this CDP, at that time.

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(d) Provision of Information. The Permittee shall promptly submit information regarding the development sufficient to establish the presence or absence of the factors listed above upon Executive Director request.

- 5. As-Built Plans.** WITHIN THREE MONTHS OF COMPLETION OF CONSTRUCTION, the Permittee shall submit two copies of As-Built Plans to the Executive Director for review and written approval showing all elements of the approved project. The As-Built Plans shall be substantially consistent with the approved project identified in **Special Condition 1**. The As-Built Plans shall include color photographs (in hard copy and jpg format) that clearly show the as-built project, and that are accompanied by a site plan that notes the location of each photographic viewpoint and the date and time of each photograph. At a minimum, the photographs shall be from inland viewpoints, as well as upcoast, seaward, and downcoast viewpoints on the beach, and from a sufficient number of viewpoints as to provide complete photographic coverage of the permitted project. Such photographs shall be at a scale that allows comparisons to be made with the naked eye between photographs taken in different years and from the same vantage points. The As-Built Plans shall include an adequate number of vertical and horizontal surveyed reference markers built into the approved project to allow comparison to them from inland surveyed benchmarks (required to be installed as part of the as-built plan process) for use in future monitoring efforts. The As-Built Plans shall be submitted with certification by a licensed civil engineer with experience in coastal structures and processes, acceptable to the Executive Director, verifying that the armoring system has been constructed in conformance with the approved project identified in **Special Condition 1**.
- 6. Monitoring and Reporting.** The Permittee shall ensure that the condition and performance of the approved as-built project is regularly monitored and maintained, with reports to the Executive Director as described in this condition. Such monitoring evaluation shall, at a minimum, address whether any significant weathering or damage has occurred that would adversely impact future performance, and identify any structural or other damage or wear and tear requiring repair to maintain the armoring system and the public access improvements in a structurally sound manner and their approved state, including at a minimum with regards to the following:
- (a) Armoring.** The approved armoring system and all associated development, including its integral public accessway, described in **Special Condition 1**, shall be monitored by a licensed civil engineer with experience in coastal structures and processes to ensure structural integrity, including at a minimum evaluation of concrete competence, spalling, cracks, movement, outflanking, and undercutting, and evaluation of all required surface treatments.

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- (b) Other Public Access Improvements.** The approved public access improvements (including trail, vertical accessway, overlook, benches, bicycle racks, interpretive signage, waste and recycling receptacles, doggie mitt stations, etc.) as described in **Special Conditions 1 and 2**, shall be regularly monitored to ensure continued public safety and public access utility consistent with the terms and condition of this CDP.
- (c) Photo Documentation.** All monitored elements shall be photographed at least bi-annually from an adequate number of inland and seaward locations as to provide complete photographic coverage of the approved project, including from all vantage points included in the approved As-Built Plans (**see Special Condition 5**). All photographs shall be documented on a site plan that notes the location of each photographic viewpoint and the date and time of each photograph, including to allow naked eye comparison of the same views over time. Such photo documentation shall commence no later than the date of construction completion.
- (d) Reporting.** Monitoring reports covering the above-described evaluations shall be submitted to the Executive Director for review and approval by May 1st of every fifth year from the date of CDP approval (i.e., May 1, 2026, May 1, 2031, etc.) for as long as any part of the approved project remains extant. The reports shall identify the existing configuration and condition of the armoring system and all public access improvements, including providing vertical and horizontal reference distances between the approved As-Built Plans' surveyed reference markers and the inland benchmarks, and shall recommend any actions necessary to maintain these project elements in their approved and required state. The reports shall also include photographs (in color hard copy 8½ x 11 and digital jpg formats) that clearly show all components of the as-built project from at least the same vantage points as the approved As-Built Plans and initial photo documentation as well as subsequent monitoring reports. Any proposed actions necessary to maintain the approved as-built project in a structurally sound manner and its approved state shall be implemented within 30 days of Executive Director approval, unless a different time frame for implementation is identified by the Executive Director. In addition to the every five year requirement, separate and additional monitoring reports shall be submitted within 30 days following either (1) an El Niño storm event comparable to a 20-year or larger storm, or (2) an earthquake of magnitude 5.5 or greater with an epicenter in San Mateo County.
- 7. Future Maintenance/Repair.** This CDP authorizes future maintenance and repair of the approved project components as described in this special condition. The Permittee acknowledges and agrees on behalf of themselves and all successors and assigns that it is the Permittee's responsibility to: (1) maintain the approved project, including the bridge, the armoring system, and public access improvements (see

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Special Conditions 1 and 2), and all related development in a structurally sound manner, visually compatible with the beach and bluff shoreline surroundings, and in their approved and required states, including that the concrete surfacing of the armoring system and integral stairway required by **Special Condition 1** shall be maintained throughout the life of the system; (2) retrieve any failing portions of the permitted structures or related improvements that might otherwise substantially impair the use, aesthetic qualities, or environmental integrity of the beach, creek and blufftop areas; and (3) bi-annually or more often inspect the armoring system for signs of compromise. Any such maintenance-oriented development associated with the approved armoring system, public access improvements, and related development shall be subject to the following:

- (a) Maintenance/Repair.** “Maintenance” and “repair” as understood in this special condition means development that would otherwise require a CDP whose purpose is to maintain and/or repair the armoring system and all public access improvements and amenities in their approved and/or required state pursuant to the terms and conditions of this CDP, and will not result in an addition to, or enlargement or expansion of, the object of the repair or maintenance activities. No more than 50% of any component of the development approved by CDP No. 2-20-0319 can be replaced as a result of repair and maintenance activities authorized by CDP No. 2-20-0319 without an amendment to CDP No. 2-20-0319 or a new coastal development permit.
- (b) Other Agency Approvals.** The Permittee acknowledges that these maintenance and repair stipulations do not obviate the need to obtain permits and/or authorizations from other agencies for any future maintenance or repair.
- (c) Maintenance/Repair Notification.** At least two weeks prior to commencing any maintenance and/or repair activity, the Permittee shall notify, in writing, planning staff of the Coastal Commission’s North Central Coast District Office. The notification shall include: (1) a detailed description of the maintenance/repair proposed; (2) any plans, engineering, geology, or other reports describing the event; (3) a construction plan that clearly describes construction areas and methods, and that is consistent with the parameters of **Special Condition 3** above; (4) other agency authorizations; and (5) any other supporting documentation describing the maintenance/repair event. Maintenance or repair may not commence until the Permittee has been informed by planning staff of the Coastal Commission’s North Central Coast District Office that the maintenance or repair proposed complies with this CDP. If the Permittee has not been given a verbal response or sent a written response within 30 days of the notification being received in the North Central Coast District Office, the maintenance shall be authorized as if planning staff affirmatively indicated that the maintenance/repair complies with this CDP. The notification shall clearly indicate

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that maintenance/repair is proposed pursuant to this CDP, and that the lack of a response to the notification within 30 days constitutes approval of it as specified in the CDP. If the notification does not explicitly indicate same, then the automatic authorization provision does not apply. In the event of an emergency requiring immediate maintenance, the notification of such emergency shall be made as soon as possible, and shall (in addition to the foregoing information) clearly describe the nature of the emergency.

- (d) Maintenance/Repair Coordination.** Maintenance/repair activity shall, to the degree feasible, be coordinated with other maintenance/repair activity proposed in the immediate vicinity with the goal being to limit coastal resource impacts, including the length of time that construction occurs in and around the beach and beach access points. As such, the Permittee shall make reasonable efforts to coordinate their maintenance/repair activity with other adjacent property maintenance/repair activities, including adjusting their maintenance/repair activity scheduling as directed by planning staff of the Coastal Commission's North Central Coast District Office.
- (e) Restoration.** The Permittee shall restore all beach and other public access areas impacted by construction activities to their pre-construction condition or better within three days of completion of construction. Any beach sand impacted shall be filtered as necessary to remove all construction debris from the beach. The Permittee shall notify planning staff of the Coastal Commission's North Central Coast District Office upon completion of restoration activities to allow for a site visit to verify that all project and beach-area restoration activities are complete. If planning staff should identify additional reasonable measures necessary to restore project and/or beach areas, such measures shall be implemented as quickly as feasible.
- (f) Noncompliance Provision.** If the Permittee is not in compliance with permitting requirements of the Coastal Act, including the terms and conditions of any Coastal Commission CDPs or other coastal authorizations that apply to the subject property, at the time that a maintenance/repair event is proposed, then maintenance/repair that might otherwise be allowed by the terms of this future maintenance/repair condition may be disallowed by the Executive Director until the Permittee is in full compliance with the permitting requirements of the Coastal Act, including all terms and conditions of any outstanding CDPs and other coastal authorizations that apply to the subject properties.
- (g) Emergency.** Notwithstanding the emergency notifications set forth in subsection (c) of this special condition, nothing in this condition shall affect the emergency authority provided by Coastal Act Section 30611, Coastal Act Section 30624, and

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Subchapter 4 of Chapter 5 of Title 14, Division 5.5, of the California Code of Regulations (Permits for Approval of Emergency Work).

(h) Duration of Covered Maintenance/Repair. Future maintenance under this CDP is allowed subject to the above terms throughout the duration of the armoring authorization (see **Special Condition 4**) subject to Executive Director review and approval every 5 years (i.e., by May 14, 2026; May 14, 2031; and so on) to verify that there are not changed circumstances associated with such allowance of maintenance/repair events that necessitate re-review and approval by the Commission. It is the Permittee's responsibility to request Executive Director approval prior to the end of each 5-year maintenance/repair period pursuant to these maintenance/repair provisions, and the term shall only be extended if the Permittee requests an extension prior to the end of each 5-year maintenance/repair period and only if the Executive Director extends the maintenance/repair term in writing. The intent of this CDP is to allow for 5-year extensions of the maintenance/repair term for as long as the approved armoring, public access improvements, and related development remain authorized unless there are changed circumstances that may affect the consistency of this maintenance/repair authorization with the policies of Chapter 3 of the Coastal Act. The Permittee shall maintain the approved armoring system, public access improvements, and all related development in their approved and required state.

- 8. Assumption of Risk, Waiver of Liability, and Indemnity.** By acceptance of this CDP, the Permittee acknowledges and agrees, on behalf of themselves and all successors and assigns: (a) that the project area is subject to coastal hazards, including but not limited to episodic and long-term shoreline retreat and coastal erosion, high seas, ocean waves, tidal scour, storms, tsunamis, coastal flooding, landslide, earth movement, and the interaction of all of these, many of which will worsen with future sea level rise; (b) to assume the risks to the Permittee and the properties that are the subject of this CDP of injury and damage from such hazards in connection with this permitted development; (c) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; (d) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the CDP against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards; and (e) that any adverse effects to property caused by the permitted project shall be fully the responsibility of the Permittee.
- 9. Public Rights.** By acceptance of this CDP, the Permittee acknowledges and agrees, on behalf of themselves and all successors and assigns, that the Coastal Commission's approval of this CDP shall not constitute a waiver of any public rights

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that may exist on the properties involved. The Permittee shall not use this CDP as evidence of a waiver of any public rights that may exist on the properties now or in the future.

- 10. Future Permitting.** This permit is only for the development described in CDP No. 2-20-0319. Pursuant to Title 14 California Code of Regulations (CCR) Section 13253(b)(6), the exemptions otherwise provided in Coastal Act Section 30610(b) shall not apply to the development governed by CDP No. 2-20-0319. Accordingly, any future improvements to the development authorized by this CDP shall require an amendment to CDP No. 2-20-0319 from the Commission or shall require an additional CDP from the Commission, unless the Executive Director determines that no such CDP or amendment is necessary because it is covered by CDP No. 2-20-0319.
- 11. Other Authorizations.** PRIOR TO CONSTRUCTION, the Permittee shall provide to the Executive Director written documentation of authorizations from all entities from which such authorization is necessary for the approved project, including at a minimum San Mateo County, the City of Half Moon Bay, the California State Lands Commission, the Monterey Bay National Marine Sanctuary, and the U.S. Army Corps of Engineers, or evidence that no such authorizations are required from each of these entities. The Permittee shall inform the Executive Director of any changes to the project required by any other such authorizations. Any such changes shall not be incorporated into the project until the Permittee obtains a Commission amendment to this CDP, unless the Executive Director determines that no amendment is legally required.
- 12. Liability for Costs and Attorneys' Fees.** The Permittee shall reimburse the Coastal Commission in full for all Coastal Commission costs and attorneys' fees (including but not limited to such costs/fees that are: (1) charged by the Office of the Attorney General; and/or (2) required by a court) that the Coastal Commission incurs in connection with the defense of any action brought by a party other than the Permittee against the Coastal Commission, its officers, employees, agents, successors and/or assigns challenging the approval or issuance of this CDP, the interpretation and/or enforcement of CDP terms and conditions, or any other matter related to this CDP. The Permittee shall reimburse the Coastal Commission within 60 days of being informed by the Executive Director of the amount of such costs/fees. The Coastal Commission retains complete authority to conduct and direct the defense of any such action against the Coastal Commission, its officers, employees, agents, successors and/or assigns.

PROPOSAL SECTION

Contractor's Check-Off List:

1.	Complete Bidder's Information Sheet	1
2.	Complete Bid Proposal Sheet	4
3.	Complete Acknowledgement of Site Visit Form	8
4.	Check off for Bidder's Security (cash, cashier's check, certified check, or bidder's bond)	9
5.	Complete Principal(s) and Title(s) Sheet	11
6.	Complete State Contractor's License No. and Department of Industrial Relations Registration No. Sheet	12
7.	Complete Subcontractor List Sheets	13
8.	Complete Certification of Intent Sheet	18
9.	Equal Employment Opportunity Sheets:	
	i. Complete Questionnaire for Bidder Sheet	19
	ii. Complete Contractor Report Form	22
10.	Complete Equal Benefits Compliance Declaration Form	28
11.	Complete Employee Jury Service Compliance Declaration Form	32
12.	Complete Non-Collusion Declaration Form	33
13.	Complete Certification of Bidder's Qualifications & Experience Form ...	34

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

**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK
STABILIZATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.05 IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P31J1
PROJECT FILE NO. E4983**

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

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

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

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

LOCATION OF WORK

The work will be done in accordance with the Special Provisions and Agreement

annexed hereto, and in accordance with the Standard Specifications of the County of San Mateo.

The location and details of said work are further shown on the Plans titled **“Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project,”** **File E4983** 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

**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK
STABILIZATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.05 IN LENGTH
WITH APPURTENANT WORK THERETO IN SAN MATEO COUNTY**

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	11	1	LS	Mobilization	\$	\$
2	12	1	LS	Maintaining Traffic	\$	\$
3	13	1	LS	Water Pollution Control	\$	\$
4	14	1	LS	Construction Waste Management	\$	\$
5	16-1	1	LS	Temporary Ramp to Access Beach	\$	\$
6(R)	16-2	1	LS	Cofferdam	\$	\$
7	16-3	1	LS	Dewatering	\$	\$
8	16-5	1,000	LF	Temporary Fencing	\$	\$
9	17-1	15,000	SF	Clear and Grub	\$	\$
10	17-2	900	TONS	Beach Debris Removal	\$	\$
11	17-3	1	LS	Remove Pedestrian Bridge	\$	\$
12	17-4	1	LS	Remove Concrete Bridge Foundation	\$	\$
13	17-5	20	LF	Remove Sewer Pipe	\$	\$

Continued on Next Page

*Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project
Engineer's Estimate - Continued from Previous Page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
14 (R)	17-7	500	LF	Remove Barrier - Type K	\$	\$
15(R)	17-7	1	LS	Temporary Sign and Stripe Removal	\$	\$
16	19-2	10,000	SF	Earthwork - Bluff	\$	\$
17	19-3	5,000	SF	Earthwork - RSP Preparation	\$	\$
18	19-4	20,000	SF	Earthwork - Final Grading	\$	\$
19	21	1	LS	Erosion and Sediment Control	\$	\$
20	21-1	500	LF	Temporary Silt Fence	\$	\$
21	21-3	3,000	SF	Hydroseeding	\$	\$
22	36-1	1,700	SF	Asphalt Paving	\$	\$
23	36-1	300	SF	Concrete Flatwork	\$	\$
24	36-2	25	CY	Concrete Staircase	\$	\$
25	45-1	1	LS	Prepare Abutments	\$	\$
26	45-2	1	LS	Provide Aluminum Bridge	\$	\$
27	45-3	1	LS	Place Aluminum Bridge	\$	\$
28	45-4	110	LF	Electrical Casing and Hangars	\$	\$
29	46	7,000	SF	Soil Nail Wall	\$	\$

Continued on Next Page

*Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project
Engineer's Estimate - Continued from Previous Page*

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
30	61	1	EA	RCP Storm Drain Outfall	\$	\$
31	61	1	EA	Plastic Storm Drain Outfall	\$	\$
32	72-1	200	TON	Import and Place RSP Filter Layer	\$	\$
33	72-2	1,000	TON	Harvest, Sort, and Place Existing RSP	\$	\$
34	72-3	500	CY	Export RSP	\$	\$
35	77	1	LS	Bench, trash, and pet waste station	\$	\$
36	78	1	EA	Monument Preservation	\$	\$
37	80-1	180	LF	Cable Rail Barrier	\$	\$
38	80-2	50	LF	Rope Fence	\$	\$
39	80-3	200	LF	Wood Fence	\$	\$
40 (R)	84	700	LF	Detail 22 Stripe	\$	\$
41 (R)	84	500	LF	Detail 27B Stripe	\$	\$
42 (R)	84	130	LF	Detail 38 Stripe	\$	\$
43 (R)	84	84	SF	Type III Left Arrow	\$	\$
44 (R)	86	40	LF	Electrical Conduits	\$	\$
45 (R)	100	1	LS	Construction Staking	\$	\$

Continued on Next Page

*Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project
Engineer's Estimate - Continued from Previous Page*

TOTAL: \$ _____

Bid Schedule Notes

- (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications
- (S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications
- (R) is a revocable bid item. See the items Special Provisions' section for additional information

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 “**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK STABILIZATION 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, 5th 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.

Signature and Title of Authorized Representative or Bidder

Date

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

QUESTIONNAIRE FOR BIDDER

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

PROJECT: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

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

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

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

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

How many? _____

What positions? _____

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

6. How many apprentices do you employ? _____

How many of these are minorities? _____

7. _____ Yes _____ No Do you have a program for upgrading and counseling present employees?

Describe: _____

8. _____ Yes _____ No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups _____

9. What percentage of your work force is covered by union agreement? _____

10. _____ Yes _____ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. _____ Yes _____ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**SECTION III-A. GENERAL EQUAL EMPLOYMENT
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026**CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

Chapter 2.84 CONTRACTS – EQUAL BENEFITS**2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
(Ord. 4324, 08/15/06)

2.84.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

2.84.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.

(b) Receive notification from employees of contractors regarding violations of this chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.
3. Liquidated damages in the amount of \$2,500.

- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.84.050 Date of Application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

Section 2. Severability – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
 (To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____
 Contact Person: _____
 Address: _____
 Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No
 Does the Contractor provide benefits to spouses of employees? _____ Yes _____
 _____ No

*If the answer to one or both of the above is no, please skip to Section IV. *

III Equal Benefits Compliance (Check One)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.84, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before July 1, 2001. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*
 The Contractor is under a collective bargaining agreement which began **on or before July 1, 2001** and expires on _____ (date). (Section 2.84.050)

IV Declaration

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

Executed this _____ day of _____, 20__ at _____, _____.
(City) (State)

 Signature

 Name (Please Print)

 Title

 Contractor Tax Identification Number

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269**CHAPTER 2.85**ORDINANCE NO 04269

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2,
ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS
TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE**2.85.010 Definitions**

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor jury service policy

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 Powers and duties of the County Manager

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and

- (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

COUNTY OF SAN MATEO
Employee Jury Service Compliance Declaration Form

(To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

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

III Contractor Employee Jury Service Compliance (Check One)

- Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before September 1, 2005. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*

The Contractor is under a collective bargaining agreement which began **on or before September 1, 2005** and expires on _____ (date). (Section 2.85.040)

IV Declaration

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

Executed this _____ day of _____, 20__ at _____, _____.
(City) (State)

 Signature

 Name (Please Print)

 Title

 Contractor Tax Identification Number

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

The undersigned declares:

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

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

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

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

“Contractor”

(Print)

(Signature)

CERTIFICATION OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

(To Be Submitted With Proposal)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the project which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 4 is "yes", or if the answer to question 5 is "no", the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Has your contractor's license been revoked at any time in the last five (5) years?
 Yes No

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No

3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No

4. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

5. The Bidder has been engaged in the contracting business, under the present business name for at least 5 years and has experience in work of a nature similar to this project?
 Yes No

B. COMPANY EXPERIENCE

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least two projects that involved substantial soil nail wall and bridge installation (each can be in separate projects, i.e. list 2 projects for soil nail wall and another 2 projects for bridge installation) within the last ten (10) 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

**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND
BANK STABILIZATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.05 MILE IN LENGTH
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P31J1
PROJECT FILE NO. E4983**

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-FIVE (85) WORKING DAYS

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

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

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

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

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

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

VII. Surety Bonds: The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

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

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

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

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

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what

are commonly known as the “X, C and U” exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, City of Half Moon Bay, California Department of Transportation, and their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, City of Half Moon Bay, California Department of Transportation, and their officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, City of Half Moon Bay, California Department of Transportation, or their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

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

Such insurance shall include:

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

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

D. Hold Harmless

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

The provisions contained in Section 7-1.05, “Indemnification,” and Section

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

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

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

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

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

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

E. Compensation

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

F.

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

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

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

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

X. California Labor Code: The Contractor expressly covenants and agrees

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

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

XI. Non-Discrimination and Other Requirements:

a. General Non-discrimination:

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

b. Equal Employment Opportunity:

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

c. Section 504 of the Rehabilitation Act of 1973:

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

providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance:

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

e. Discrimination Against Individuals with Disabilities:

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

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California

Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

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

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

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

XII. Compliance with County Employee Jury Service Ordinance:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

XIII. Termination of Agreement: The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough

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

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

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

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

permission of the County.

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

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

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**
- The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Manager.

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

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

XVII. Contract Materials: The County hereby promises and agrees with the

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

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

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

In the case of County, to:

Ann Stillman, Interim Director of Public Works

County of San Mateo
 555 County Center, 5th Floor
 Redwood City, CA 94063-1665
 Facsimile: 650-361-8220
 Email: astillman@smcgov.org

In the case of Contractor, to:

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

XX. Contract Amount and Change Orders:

A. Contract Amount

The amount payable to Contractor under the terms of this agreement is _____ DOLLARS (\$_____).

B. Change Orders

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

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

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

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

“County”

COUNTY OF SAN MATEO
State of California

BY: _____
**President, Board of Supervisors
County of San Mateo**

ATTEST:

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

“Contractor”

Name of Contractor

BY: _____
(Authorized Signature and Seal of Bidder)